

City of Glendale Council Meeting Agenda

April 9, 2013 – 7:00 p.m.

Welcome!

We are glad you have chosen to attend this City Council meeting. We welcome your interest and encourage you to attend again.

Form of Government

The City of Glendale has a Council-Manager form of government. Policy is set by the elected Council and administered by the Council-appointed City Manager. The City Council consists of a Mayor and six Councilmembers. The Mayor is elected every four years by voters city-wide. Councilmembers hold four-year terms with three seats decided every two years. Each of the six Councilmembers represent one of six electoral districts and are elected by the voters of their respective districts (see map on back).

Council Meeting and Workshop Schedule

Council meetings to take official action are held two times each month. These meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. Council workshops are generally held two times each month. Workshops provide Council with an opportunity to hear a presentation by staff on topics that may come before Council for official action. These meetings are held on the first and third Tuesday of each month at 1:30 p.m. The City Council does not take official action during workshop sessions. All meetings are held in the Council Chambers, Glendale Municipal Office Complex, 5850 W. Glendale Avenue.

Executive Session Schedule

Council may convene in "Executive Session" to receive legal advice and discuss land acquisitions, personnel issues, and appointments to boards and commissions. Executive Sessions will be held in Room B3 of the Council Chambers. As provided by state statute, this session is closed to the public.

Regular City Council meetings are telecast live. Repeat broadcasts are telecast the second and fourth week of the month – Wednesday at 2:30 p.m., Thursday at 8:00 a.m., Friday at 8:00 a.m., Saturday at 2:00 p.m., Sunday at 9:00 a.m. and Monday at 1:30 p.m. on Glendale Channel 11.

If you have any questions about the agenda, please call the City Manager's Office at (623)930-2870. If you have a concern you would like to discuss with your District Councilmember, please call the City Council Office at (623)930-2249



For special accommodations or interpreter assistance, please contact the City Manager's Office at (623)930-2870 at least one business day prior to this meeting. TDD (623)930-2197.

Para acomodacion especial o traductor de español, por favor llame a la oficina del administador del ayuntamiento de Glendale, al (623) 930-2870 un día hábil antes de la fecha de la junta.

Meeting Agendas

Agendas may be obtained after 4:00 p.m. on the Friday before a Council meeting, at the City Clerk's Office in the Municipal Complex. The agenda and supporting documents are posted to the city's Internet web site, www.glendaleaz.com

Public Rules of Conduct

The presiding officer shall keep control of the meeting and require the speakers and audience to refrain from abusive or profane remarks, disruptive outbursts, applause, protests, or other conduct which disrupts or interferes with the orderly conduct of the business of the meeting. Personal attacks on Councilmembers, city staff, or members of the public are not allowed. It is inappropriate to utilize the public hearing or other agenda item for purposes of making political speeches, including threats of political action. Engaging in such conduct, and failing to cease such conduct upon request of the presiding officer will be grounds for ending a speaker's time at the podium or for removal of any disruptive person from the meeting room, at the direction of the presiding officer.

How to Participate

Council Meeting - The Glendale City Council values citizen comments and input. If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a blue Citizen Comments Card. Public hearings are also held on certain agenda items. If you wish to speak on a particular item listed on the agenda, please fill out a gold Public Hearing Speakers Card. Your name will be called when the Public Hearing on the item has been opened or Citizen Comments portion of the agenda is reached. **When speaking at the Podium**, please state your name and the city in which you reside. If you reside in the City of Glendale, please state the Council District you live in and present your comments in five minutes or less.

Workshop Meeting - There is no Citizen Comments portion on the workshop agenda.

Regular Workshop meetings are telecast live. Repeat broadcasts are telecast the first and third week of the month – Wednesday at 3:00 p.m., Thursday at 1:00 p.m., Friday at 8:30 a.m., Saturday at 2:00 p.m., Sunday at 9:00 a.m. and Monday at 2:00 p.m. on Glendale Channel 11.

Councilmembers

Cactus District – Ian Hugh
Cholla District – Manuel D. Martinez
Ocotillo District – Norma S. Alvarez
Sahuaro District – Gary D. Sherwood
Yucca District – Samuel U. Chavira



MAYOR JERRY P. WEIERS

Vice Mayor Yvonne J. Knaack – Barrel District

Appointed City Staff

Richard Bowers – Acting City
Manager
Nicholas DiPiazza – Acting City
Attorney
Pamela Hanna – City Clerk
Elizabeth Finn – City Judge



Council District Boundaries





**GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
April 9, 2013
7:00 p.m.**

One or more members of the City Council may be unable to attend the Council Meeting in person and may participate telephonically, pursuant to A.R.S. § 38-431(4).

CALL TO ORDER

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

APPROVAL OF THE MINUTES OF MARCH 26, 2013 AND SPECIAL MEETING OF MARCH 27, 2013

PROCLAMATIONS AND AWARDS

NATIONAL LIBRARY WEEK PROCLAMATION: APRIL 14 – 20, 2013

PRESENTED BY: Office of the Mayor

ACCEPTED BY: Charlene Sharp, Library Advisory Board Chair

CONSENT AGENDA

Items on the consent agenda are intended to be acted upon in one motion. If you would like to comment on an item on the consent agenda, please come to the podium and state your name, address and item you wish to discuss.

1. LIQUOR LICENSE NO. 5-9355, BUKKANA'S BAR & GRILL

PRESENTED BY: Susan Matousek, Revenue Administrator

2. AUTHORIZATION FOR EXPENDITURE OF FUNDS TO HILL BROTHERS CHEMICAL CO. FOR PURCHASE OF SODIUM HYPOCHLORITE

PRESENTED BY: Craig A. Johnson, P.E., Executive Director, Water Services

3. FINAL PLAT APPLICATION FP12-03: MARYLAND HEIGHTS – 6550 NORTH 79TH AVENUE

PRESENTED BY: Jon M. Froke, AICP, Planning Director

CONSENT RESOLUTIONS

4. INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR FIBER OPTIC CABLE AND CLOSED-CIRCUIT TELEVISION CAMERAS

PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services
RESOLUTION: 4659

5. INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF INTELLIGENT TRANSPORTATION SYSTEMS AND INSTALLATION OF DYNAMIC MESSAGE SIGNS

PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services
RESOLUTION: 4660

6. INTERGOVERNMENTAL AGREEMENT WITH LUKE AIR FORCE BASE FOR LAW ENFORCEMENT SUPPORT

PRESENTED BY: Debora Black, Interim Police Chief
RESOLUTION: 4661

7. PROFESSIONAL SERVICE PROVIDER AGREEMENT WITH RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

PRESENTED BY: Debora Black, Interim Police Chief
RESOLUTION: 4662

BIDS AND CONTRACTS

8. AWARD OF BID 13-39, PURCHASE OF SODIUM HYPOCHLORITE FROM DPC ENTERPRISES, INC.

PRESENTED BY: Craig A. Johnson, P.E., Executive Director, Water Services

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

CITIZEN COMMENTS

If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a Citizen Comments Card located in the back of the Council Chambers and give it to the City Clerk before the meeting starts. The City Council can only act on matters that are on the printed agenda, but may refer the matter to the City Manager for follow up. Once your name is called by the Mayor, proceed to the podium, state your name and address for the record and limit your comments to a period of five minutes or less.

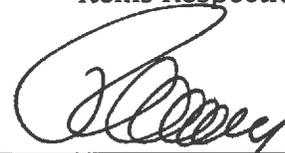
COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (i) discussion or consideration of personnel matters (A.R.S. § 38-431.03(A)(1));
- (ii) discussion or consideration of records exempt by law from public inspection (A.R.S. § 38-431.03(A)(2));
- (iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. § 38-431.03(A)(3));
- (iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. § 38-431.03(A)(4));
- (v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. § 38-431.03(A)(5)); or
- (vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. § 38-431.03(A)(7)).

Items Respectfully Submitted,



Richard Bowers
Acting City Manager



**MINUTES OF THE
GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
March 26, 2013
7:00 p.m.**

The meeting was called to order at 7:30 p.m. by Mayor Jerry P. Weiers. Vice Mayor Yvonne J. Knaack and the following Councilmembers were present: Samuel U. Chavira, Ian Hugh, Manuel D. Martinez and Gary D. Sherwood.

Councilmember Norma S. Alvarez was absent.

Also present were Jamsheed Mehta, Interim Assistant City Manager; Nick DiPiazza, Deputy City Attorney; and Pamela Hanna, City Clerk.

Mayor Weiers called for the Pledge of Allegiance and a moment of silence was observed.

Compliance with Article VII, Section 6(c) of the Glendale Charter

A statement was filed by the City Clerk that the 11 resolutions and 1 ordinance to be considered at the meeting were available for public examination and the title posted at City Hall more than 72 hours in advance of the meeting.

APPROVAL OF THE MINUTES OF THE FEBRUARY 26, 2013 SPECIAL AND REGULAR MEETINGS AND THE MARCH 5, 2013 SPECIAL MEETING

It was moved by Sherwood, and seconded by Chavira, to dispense with the reading of the minutes of the February 26, 2013 Special and Regular City Council meeting and the March 5, 2013 Special Meeting, as each member of the Council had been provided copies in advance, and approve them as written. The motion carried unanimously.

BOARDS, COMMISSIONS AND OTHER BODIES

BOARDS, COMMISSIONS AND OTHER BODIES

PRESENTED BY: Councilmember Manuel D. Martinez

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

Citizens Bicycle Advisory Committee

Michael Wood – Vice Chair	Barrel	Appointment	03/26/2013	3/05/2014
---------------------------	--------	-------------	------------	-----------

Citizens Transportation Oversight Commission

James Grose	Cholla	Appointment	03/26/2013	03/25/2015
Vincent Abeyta – Chair	Cholla	Reappointment	03/26/2013	03/25/2014

Community Development Advisory Committee

Arthur Swander Jr. - Chair	Ocotillo	Appointment	03/26/2013	04/26/2014
Cherie Hudson – Vice Chair	Yucca	Appointment	03/26/2013	04/26/2014

Historic Preservation Commission

Marlene Versluis	Barrel	Reappointment	04/13/2013	04/13/2015
Sharon Wixon	Cactus	Appointment	04/13/2013	04/13/2015
Jacoba Worsdell – Chair	Ocotillo	Reappointment	04/13/2013	04/13/2014
Nancy Lenox – Vice Chair	Barrel	Reappointment	04/13/2013	04/13/2014

Judicial Selection Advisory Board

Judge Ann Scott Timmer		Reappointment	04/23/2013	04/23/2016
------------------------	--	---------------	------------	------------

Library Advisory Board

Bernadette Bolognini	Ocotillo	Reappointment	04/13/2013	04/13/2015
Paula Wilson	Mayoral	Appointment	03/26/2013	04/13/2014

Parks & Recreation Advisory Commission

Mike Buettner – Vice Chair	Cholla	Appointment	03/26/2013	4/09/2014
----------------------------	--------	-------------	------------	-----------

It was moved by Martinez, and seconded by Knaack, to appoint Michael Wood to the Citizen Bicycle Advisory Committee; James Grose and Vincent Abeyta to the Citizen Transportation Oversight Commission; Arthur Swander Jr and Cherie Hudson to the Community Development Advisory Committee; and Marlene Versluis, Sharon Wixon, Jacoba Worsdell and Nancy Lenox to the Historic Preservation Commission; Judge Ann Scott Timmer to the Judicial Selection Advisory Board; Bernadette Bolognini and Paula Wilson to the Library Advisory Board; and Mike Buettner to the Parks & Recreation Advisory Commission, for the terms listed above. The motion carried unanimously.

PROCLAMATIONS AND AWARDS

PLANNING COMMISSION RECOGNITION OF COUNCILMEMBER GARY D. SHERWOOD

PRESENTED BY: Office of the Mayor

ACCEPTED BY: Councilmember Gary D. Sherwood

This is a request by the Government Services Committee for City Council to recognize Councilmember Gary D. Sherwood for his service on the Planning Commission.

Mayor Weiers presented the Certificate of Recognition to Councilmember Sherwood.

DISTINGUISHED BUDGET AWARD FOR FY 2012-13 BUDGET DOCUMENT

PRESENTED BY: Sherry M. Schurhammer, Executive Director, Financial Services
Department

ACCEPTED BY: Mayor and Council

This is a request for City Council to accept the Distinguished Budget Award for the FY 2012-13 Budget Book.

Ms. Sherry Schurhammer, Executive Director of the Financial Services Department, presented the award to Mayor Weiers, who accepted on behalf of the City Council.

Mayor Weiers asked that items 24 and 25 be heard first.

24. LICENSE AGREEMENT WITH THE NEW WESTGATE, LLC

PRESENTED BY: Brian Friedman, Executive Director, Community & Economic
Development

RESOLUTION: 4657

This is a request for City Council to approve a license agreement with The New Westgate, LLC (TNW) to allow for landscape, landscape maintenance, signage, shade sails, banners and pedestrian access improvements including sidewalks and a handicapped ramp on city-owned property at Westgate. Staff is requesting Council waive reading beyond the title and adopt a resolution authorizing the City Manager to approve a license agreement and execute the required documentation.

Mr. Andrew Marwick, a Phoenix resident, spoke in favor of the project and stated that he thought that this is a good opportunity for cross promotion. He expressed his hope that there would be more things like this in the Westgate area.

RESOLUTION NO. 4657 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING A LICENSE AGREEMENT WITH THE NEW WESTGATE LLC FOR SIDEWALK AND LANDSCAPE IMPROVEMENTS, MONUMENT SIGNAGE IMPROVEMENTS AND LIGHT POLE BANNERS AT THE NEW WESTGATE PARCEL.

It was moved by Hugh, and seconded by Martinez, to pass, adopt and approve Resolution No. 4657 New Series. The motion carried unanimously.

25. THE NEW WESTGATE, LLC TEMPORARY PARKING AGREEMENT

PRESENTED BY: Brian Friedman, Executive Director, Community & Economic Development
RESOLUTION: 4658

This is a request for City Council to approve a license agreement with The New Westgate, LLC (TNW) to enter into a temporary parking agreement with The New Westgate, LLC (TNW) for the use of the Lot 5 of Westgate generally located south of the southwest corner of Glendale and 91st Avenues. Staff is requesting Council waive reading beyond the title and adopt a resolution authorizing the City Manager to approve a license agreement and execute the required documentation.

RESOLUTION NO. 4658 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN AGREEMENT ENTITLED, "TEMPORARY PARKING AGREEMENT" WITH THE NEW WESTGATE LLC FOR CERTAIN TEMPORARY PARKING RIGHTS AT WESTGATE.

It was moved by Chavira, and seconded by Hugh, to pass, adopt and approve Resolution No. 4658 New Series. The motion carried unanimously.

Mr. Mehta administratively withdrew agenda item number 28.

CONSENT AGENDA

Mr. Jamsheed Mehta, Interim Assistant City Manager, read agenda item numbers 1 through 7.

1. SPECIAL EVENT LIQUOR LICENSES, CHOIR BOYS SOCIAL CLUB

PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve two special event liquor licenses for the Choir Boys Social Club. The events will be held at University of Phoenix Stadium located at 1 North Cardinals Drive on April 6, 25, 26, 27 and 28, 2013. The purpose of these special event liquor licenses is for fundraising.

Staff is requesting Council to forward these applications to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

2. SPECIAL EVENT LIQUOR LICENSE, ST. JOSEPH ASSEMBLY #2126 KNIGHTS OF COLUMBUS

PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a special event liquor license for St. Joseph Assembly #2126 Knights of Columbus. The event will be held inside St. Helen's Social Center located at 5510 West Cholla Street on Saturday, April 20, 2013, from 6 p.m. to 11 p.m. The purpose of this special event liquor license is for a fundraiser.

Staff is requesting Council to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

3. LIQUOR LICENSE NO. 5-8405, GLEN LAKES GOLF COURSE
PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a person-to-person transferable series 7 (Bar - Beer and Wine) license for Glen Lakes Golf Course located at 5450 West Northern Avenue. The Arizona Department of Liquor Licenses and Control application (No. 07070431) was submitted by Thomas Warren Harrison, Jr.

Staff is requesting Council to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

4. LIQUOR LICENSE NO. 5-9323, SUSHI CATCHER
PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Sushi Catcher located at 6334 West Bell Road. The Arizona Department of Liquor Licenses and Control application (No. 12079409) was submitted by Young Ho Kim.

Staff is requesting Council to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

5. LIQUOR LICENSE NO. 5-9354, 5030 LOUNGE
PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a person-to-person transferable series 6 (Bar - All Liquor) license for 5030 Lounge located at 5030 West Peoria Avenue, Suite 101. The Arizona Department of Liquor Licenses and Control application (No. 06070022) was submitted by Theresa June Morse.

Staff is requesting Council to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

6. REQUEST TO PURCHASE REPLACEMENT POLICE PATROL MOTORCYCLES FROM COYOTE HONDA
PRESENTED BY: Stuart Kent, Executive Director, Public Works

This is a request for City Council to award Invitation for Bid (IFB) 13-33 and authorize the purchase of three new police patrol motorcycles from Coyote Honda in an amount not to exceed

\$72,352.

7. REQUEST TO PURCHASE REPLACEMENT POLICE PATROL VEHICLES FROM MIDWAY CHEVROLET

PRESENTED BY: Stuart Kent, Executive Director, Public Works

This is a request for City Council to approve the purchase of 18 police patrol vehicles for the Police Department from Midway Chevrolet in an amount not to exceed \$505,273.32.

It was moved by Martinez and seconded by Chavira, to approve the recommended actions on Consent Agenda Item Nos. 1 through 7, and to forward Special Event Liquor License Application for Choir Boys Social Club for a fundraiser to be held at 1 North Cardinals Drive on April 6, 25, 26, 27, 28, 2013; Special Event Liquor License Application for St. Joseph Assembly #2126 Knights of Columbus for a fundraiser to be held at 5510 West Cholla Street on April 30, 2013; and to forward Liquor License Application No. 5-8405 for Glen Lakes Golf Course, Liquor License Application No. 5-9323 for Sushi Catcher, Liquor License Application No. 5-9354 for 5030 Lounge to the State of Arizona Department of Liquor Licenses and Control, with the recommendation for approval. The motion carried unanimously.

CONSENT RESOLUTIONS

Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 8 and through 15 by number and title.

8. GILA RIVER INDIAN COMMUNITY GRANT

PRESENTED BY: Debora Black, Interim Police Chief
Stuart Kent, Executive Director, Public Works

RESOLUTION: 4648

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to apply for and accept approximately \$505,273.32 in grant funding from the Gila River Indian Community.

RESOLUTION NO. 4648 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND, IF AWARDED, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE GILA RIVER INDIAN COMMUNITY STATE-SHARED REVENUE PROGRAM IN THE APPROXIMATE AMOUNT OF \$505,273.32 (FIVE HUNDRED FIVE THOUSAND, TWO HUNDRED SEVENTY-THREE DOLLARS AND THIRTY-TWO CENTS) FOR REIMBURSEMENT OF FUNDS FOR THE PURCHASE AND REPLACEMENT OF 18 POLICE PATROL VEHICLES.

9. AMENDMENT TO THE WASTE SUPPLY AGREEMENT WITH VIESTE FOR THE GLENDALE MUNICIPAL LANDFILL

PRESENTED BY: Stuart Kent, Executive Director, Public Works

RESOLUTION: 4649

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an amendment to the Waste Supply Agreement between the City of Glendale and Vieste SPE, LLC and Vieste Energy, LLC (Vieste).

RESOLUTION NO. 4649 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE “AMENDMENT TO WASTE SUPPLY AGREEMENT” WITH VIESTE SPE, LLC, AND VIESTE ENERGY, LLC, FOR THE OPERATION OF A MIXED WASTE PROCESSING FACILITY LOCATED AT THE GLENDALE LANDFILL, 11480 WEST GLENDALE AVENUE.

10. SECOND AMENDMENT TO LICENSE AGREEMENT FOR VERIZON WIRELESS LLC

PRESENTED BY: Gregory Rodzenko, P.E., Acting City Engineer

RESOLUTION: 4650

This is a request for City Council to adopt a resolution authorizing the City Manager to amend a license agreement. Staff is requesting Council waive reading beyond the title and adopt a resolution authorizing to amend the license agreement between the City of Glendale and Verizon Wireless LLC (Verizon), for an expansion of facilities on a wireless communication site within Sahuaro Ranch Park located at 9802 North 59th Avenue.

RESOLUTION NO. 4650 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITE IN SAHUARO RANCH PARK LOCATED AT 9802 NORTH 59TH AVENUE IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

11. LICENSE AGREEMENT FOR T-MOBILE WEST LLC

PRESENTED BY: Gregory Rodzenko, P.E., Acting City Engineer

RESOLUTION: 4651

This is a request for City Council to adopt a resolution authorizing the City Manager to execute a license agreement. Staff is requesting Council waive reading beyond the title and adopt a resolution authorizing the City Manager to execute a license agreement between the City of Glendale and T-Mobile West LLC (T-Mobile).

RESOLUTION NO. 4651 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE,

MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR T-MOBILE WEST CORPORATION IN CITY RIGHT-OF-WAY LOCATED AT 17260 NORTH 59TH AVENUE, GLENDALE, ARIZONA.

12. AMENDMENT NUMBER ONE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR VIDEO EQUIPMENT REPLACEMENT

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

RESOLUTION: 4652

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an amendment to an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for the purchase and installation of replacement video equipment at the city's Traffic Management Center (TMC).

RESOLUTION NO. 4652 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN AMENDMENT NO. ONE TO INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 09-208I) FOR THE REPLACEMENT VIDEO EQUIPMENT PROJECT IN THE CITY OF GLENDALE.

13. INTERNET CRIMES AGAINST CHILDREN SUB-GRANT ACCEPTANCE

PRESENTED BY: Debora Black, Interim Police Chief

RESOLUTION: 4653

This is a request for City Council to authorize the City Manager to accept the Internet Crimes Against Children (ICAC) sub-grant in the amount of \$5,000 for training on forensic tools.

Staff is requesting Council waive reading beyond the title and adopt a resolution authorizing the City Manager to accept the ICAC sub-grant in the amount of \$5,000.

RESOLUTION NO. 4653 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING THE FY2012-13 INTERNET CRIMES AGAINST CHILDREN SUB-GRANT FUNDED BY THE U.S. DEPARTMENT OF JUSTICE ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

14. PROPOSED 2013 AGENCY PLAN FOR CITY OF GLENDALE COMMUNITY HOUSING DIVISION

PRESENTED BY: Elaine Adamczyk, Housing Services Administrator

RESOLUTION: 4654

This is a request for City Council to waive reading beyond the title and adopt a resolution approving the City of Glendale's 2013 Agency Plan administered by the city's Community Housing Division, and authorize the submission of the Agency Plan to the U.S. Department of Housing and Urban Development (HUD) no later than April 17, 2013.

RESOLUTION NO. 4654 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APROVING THE EXECUTION AND SUBMISSION OF THE 2013 AGENCY PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

15. PURCHASE AND SALES AGREEMENT WITH GLENDALE ELEMENTARY SCHOOL DISTRICT FOR A MULTI-USE PATHWAY EASEMENT AT DISCOVERY PARK

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

RESOLUTION: 4655

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to execute a purchase and sales agreement to acquire an easement from Glendale Elementary School District for a multi-use pathway connecting Discovery Avenue to existing pathways in Discovery Park.

RESOLUTION NO. 4655 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MULTI-USE PATHWAY EASEMENT AGREEMENT WITH THE GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40 FOR THE PURCHASE OF AN EASEMENT LOCATED WITHIN THAT CERTAIN REAL PROPERTY AT 79TH AVENUE AND DISCOVERY DRIVE IN GLENDALE, ARIZONA, FOR THE PURPOSE OF A MULTI-USE PATHWAY.

It was moved by Knaack and seconded by Martinez, to approve the recommended actions on Consent Agenda Item Nos. 8 through 15, including the approval and adoption of Resolution No. 4648 New Series, Resolution No. 4649 New Series, Resolution No. 4650 New Series, Resolution No. 4651 New Series, Resolution No. 4652 New Series, Resolution No. 4653 New Series, Resolution No. 4654 New Series, Resolution No. 4655 New Series. The motion carried unanimously.

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

16. ANNEXATION APPLICATION AN-189: LITCHFIELD ROAD AND BETHANY HOME ROAD (PUBLIC HEARING REQUIRED)

PRESENTED BY: Jon M. Froke, AICP, Planning Director

This is a request for City Council to conduct a public hearing on the blank annexation petition for Annexation Area No. 189 (AN-189) as required by state statute. The annexation is

approximately 167 acres in size located at the northwest and southwest corners of Litchfield Road and Bethany Home Road.

Mayor Weiers opened the public hearing on Agenda Item No. 16.

As there were no comments, Mayor Weiers closed the public hearing.

It was moved by Martinez, and seconded by Chavira, to adopt and approve Annexation Application AN-189: Litchfield Road and Bethany Home Road. The motion carried unanimously.

BIDS AND CONTRACTS

17. AGREEMENT OF RETENTION WITH HARALSON, MILLER, PITT, FELDMAN & MCANALLY, P.L.C.

PRESENTED BY: Brent Stoddard, Intergovernmental Programs Director

This is a request for City Council to authorize the Intergovernmental Programs Director, Brent Stoddard, to enter into a retention agreement on behalf of the city with the law firm of Haralson, Miller, Pitt, Feldman & McAnally, P.L.C. (HMPM) to conduct the Council's special audit project.

It was moved by Knaack, and seconded by Chavira, to authorize the Intergovernmental Programs Director, Brent Stoddard, to enter into a retention agreement on behalf of the city with the law firm of Haralson, Miller, Pitt, Feldman & McAnally, P.L.C. (HMPM) to conduct the Council's special audit project. The motion carried unanimously.

18. AWARD OF BID TO SOUTHWEST SLURRY SEAL, INC. FOR CONSTRUCTION OF THE 2012/2013 SLURRY SEAL PROGRAM

PRESENTED BY: Gregory Rodzenko, P.E., Acting City Engineer

This is a request for City Council to authorize the City Manager to enter into a construction agreement with Southwest Slurry Seal, Inc. in an amount not to exceed \$1,160,775.96 for construction of the 2012/2013 Slurry Seal Program.

Councilmember Sherwood asked how many bids were received and what was the range.

Mr. Rodzenko replied six bids were received between \$1,160,000 and \$1,600,000.

Councilmember Martinez asked how roads will be chosen for the program.

Mr. Rodzenko explained the process.

It was moved by Martinez, and seconded by Sherwood, to authorize the City Manager to enter into a construction agreement with Southwest Slurry Seal, Inc. in an amount not to

exceed \$1,160,775.96 for construction of the 2012/2013 Slurry Seal Program.. The motion carried unanimously.

19. CONTRACT WITH JAMES, COOKE & HOBSON INC. FOR PURCHASE OF REPAIRS AND MAINTENANCE AT WATER SERVICES SITES

PRESENTED BY: Michael Weber, P.E., Deputy Director, Water Services

This is a request for City Council to award the contract and authorize the City Manager to enter into an agreement with James, Cooke & Hobson Inc. (JCH) in an amount not to exceed \$150,000 annually for repairs and maintenance of Flygt pump and mixer equipment located at various water and wastewater treatment facilities throughout the city; and to further authorize the City Manager to extend the agreement, at his discretion, in accordance with the original terms of the agreement.

It was moved by Chavira, and seconded by Hugh, to award the contract and authorize the City Manager to enter into an agreement with James, Cooke & Hobson Inc. (JCH) in an amount not to exceed \$150,000 annually for repairs and maintenance of Flygt pump and mixer equipment located at various water and wastewater treatment facilities throughout the city; and to further authorize the City Manager to extend the agreement, at his discretion, in accordance with the original terms of the agreement. The motion carried unanimously.

20. AGREEMENT WITH ARIZONA REFUSE SALES, LLC FOR CERTIFIED REBUILD OF SIDELOAD TRUCKS FOR RESIDENTIAL SANITATION COLLECTION

PRESENTED BY: Stuart Kent, Executive Director, Public Works

This is a request for City Council to authorize the City Manager to enter into an agreement for certified rebuilds of two sideload trucks for Residential Sanitation from Arizona Refuse Sales, LLC. Staff recommends approval of the agreement in an amount not to exceed \$261,525.86.

It was moved by Martinez, and seconded by Knaack, to authorize the City Manager to enter into an agreement for certified rebuilds of two sideload trucks for Residential Sanitation from Arizona Refuse Sales, LLC, in an amount not to exceed \$261,525.86. The motion carried unanimously.

21. REPRESENTATION AGREEMENT WITH BEACON SPORTS CAPITAL PARTNERS, LLC

PRESENTED BY: Jamsheed Mehta, Interim Assistant City Manager

This is a request for City Council to ratify the entering into of an agreement with Beacon Sports Capital Partners, LLC to provide representation for Glendale, assist the city in soliciting and reviewing offers, and negotiate a new arena management agreement for the future lease and management of the city-owned Jobing.com Arena.

Councilmember Sherwood asked if the RFP would be out on the streets next week.

Mr. Mehta said that the RFP would hit the streets as soon as possible. He continued that the language would be brought to Council at an Executive Session for review prior to it going public.

It was moved by Martinez, and seconded by Sherwood, to ratify the entering into of an agreement with Beacon Sports Capital Partners, LLC. The motion carried unanimously.

ORDINANCES

22. DEEDS AND EASEMENTS ORDINANCE
PRESENTED BY: Pamela Hanna, City Clerk
ORDINANCE: 2840

This is a request for City Council to adopt an ordinance to formally accept real estate properties on behalf of the City of Glendale. Staff is requesting Council waive reading beyond the title and adopt the ordinance.

ORDINANCE NO. 2840 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA ACCEPTING DEEDS AND EASEMENTS FOR PROPERTY CONVEYED TO THE CITY OF GLENDALE.

It was moved by Sherwood, and seconded by Martinez, to approve Ordinance No. 2840 New Series. Motion carried on a roll call vote, with the following Councilmembers voting “aye”: Chavira, Hugh, Knaack, Martinez, Sherwood, and Weiers. Members voting “nay”: none.

PUBLIC HEARING - RESOLUTIONS

23. THE SECOND SUBSTANTIAL AMENDMENT TO FY 2010-11 ANNUAL ACTION PLAN TO THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (RESOLUTION)(PUBLIC HEARING REQUIRED)
PRESENTED BY: Gilbert Lopez, Revitalization Administrator
RESOLUTION: 4656

This is a request for City Council to conduct a public hearing, waive reading beyond the title, and adopt a resolution approving a second substantial amendment to the City of Glendale’s Fiscal Year (FY) 2010-11 Community Development Block Grant Annual Action Plan, Neighborhood Stabilization Program 3 (NSP 3). This amendment will allow for the expansion of the area in which foreclosed homes can be acquired for rehabilitation and resale. The NSP 3 formula grant allocated \$3,718,377 in funding to Glendale, to continue to address the impact of foreclosures in select neighborhoods. This amendment will allow the NSP 3 program to expand into the existing NSP target areas of 85301, 85302, and 85303 zip codes.

RESOLUTION NO. 4656 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE,

MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE SUBMISSION OF THE SECOND SUBSTANTIAL AMENDMENT TO THE FISCAL YEAR 2010-11 ANNUAL ACTION PLAN TO THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP 3) TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT EXPANDING THE EXISTING TARGET AREAS TO INCLUDE ELIGIBLE RESIDENTIAL PROPERTIES WITHIN THE 85301, 85302, AND 85303 POSTAL ZIP CODES, ALLOWING FOR THE ACQUISITION, REHABILITATION AND RESALE OF FORECLOSED PROPERTIES.

Mayor Weiers opened the public hearing on Agenda Item No. 23.

As there were no comments, Mayor Weiers closed the public hearing.

It was moved by Martinez, and seconded by Chavira, to pass, adopt and approve Resolution No. 4656 New Series. The motion carried unanimously.

RESOLUTIONS

24. LICENSE AGREEMENT WITH THE NEW WESTGATE, LLC
PRESENTED BY: Brian Friedman, Executive Director, Community & Economic Development
RESOLUTION: 4657

Mayor Weiers requested this item be heard at the beginning of the meeting.

25. THE NEW WESTGATE, LLC TEMPORARY PARKING AGREEMENT
PRESENTED BY: Brian Friedman, Executive Director, Community & Economic Development
RESOLUTION: 4658

Mayor Weiers requested this item be heard at the beginning of the meeting.

NEW BUSINESS

26. DISCUSS AND TAKE ACTION WITH RESPECT TO THE ASSIGNMENT OF THE CURRENT ACTING CITY MANAGER
PRESENTED BY: Mayor and Council

This is a request for the City Council to discuss and take action regarding the appointment of the current acting city manager. The Mayor will accept a motion or motions, call for a second, and conduct a vote of the Council that shall, by virtue of assent of a majority, terminate the current acting city manager assignment.

It was moved by Knaack, and seconded by Hugh, to terminate the assignment of the current Acting City Manager effective March 26, 2013 and direct Human Resource

Director to complete the personnel actions necessary to return him to the Assistant City Manager position. The motion carried with Councilmember Sherwood abstaining.

27. COUNCIL APPOINTMENT OF ACTING CITY MANAGER
PRESENTED BY: Mayor and Council

This is a request for the City Council to appoint an acting city manager. The Mayor will accept a motion or motions, call for a second, and conduct a vote of the Council that shall, by virtue of assent of a majority, appoint an acting city manager.

It was moved by Knaack, and seconded by Martinez, to appoint Richard A. Bowers as the Acting City Manager effective March 27, 2013, and for Human Resources to enter into an employment contract with Mr. Bowers. The motion carried unanimously.

28. DISCUSS AND TAKE POSSIBLE ACTION WITH RESPECT TO THE APPOINTMENT AND EMPLOYMENT OF THE CURRENT CITY ATTORNEY
PRESENTED BY: Mayor and Council

This item was administratively pulled.

29. COUNCIL APPOINTMENT OF ACTING CITY ATTORNEY
PRESENTED BY: Mayor and Council

This is a request for the City Council to appoint an acting city attorney. The Mayor will accept a motion or motions, call for a second, and conduct a vote of the Council that shall, by virtue of assent of a majority, appoint an acting city attorney. The appointed person will continue in that assignment at the pleasure of the City Council. At the conclusion of that assignment, the person serving as acting city attorney will resume his former position with the City of Glendale.

It was moved by Knaack, and seconded by Chavira, to appoint Nicholas C. DiPiazza, Sr. as the Acting City Attorney effective March 26, 2013 and direct Human Resources to complete the necessary personnel actions required. It was further moved that at the end of the temporary assignment Mr. DiPiazza would return to his position as Chief Deputy City Attorney. The motion carried with Councilmember Sherwood abstaining.

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

It was moved by Knaack, and seconded by Martinez, to hold a Budget Workshop on Wednesday, March 27 and Thursday, March 28, 2013, from 9:00 a.m. to 5:00 p.m. in the City Council Chambers to be followed by an Executive Session pursuant to A.R.S. 38-431.03. It was further moved that a Special City Council meeting be held on Wednesday, March 27, 2013 at 4:15 p.m. in Council Chambers and Room B-3, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. It was also moved to hold a City Council Workshop at 1:30 p.m. in the City Council Chambers on Tuesday, April 2, 2013, to be

followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried unanimously.

CITIZEN COMMENTS

There were no citizen comments.

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Sherwood encouraged people to apply for Boards and Commissions for the City of Glendale and to get involved. The groups do a lot of work that have a big impact on the City. He continued that the Civic Pride Ambassadors were started by Mayor Scruggs in 1993 and are very active in the City and in their history have donated \$272,000 to charitable causes. He directed people to view the Civic Pride Ambassadors website. He asked people to consider joining the Civic Pride Ambassadors and noted it isn't very time consuming. He concluded with a Happy Birthday to his wife.

Mayor Weiers read an announcement for Councilmember Alvarez who was not able to stay for this meeting. He stated that Glendale Union High School District has been named the National Advancement Placement District of the Year for expanding AP opportunities and improving AP performance. He congratulated them on this accomplishment.

Councilmember Chavira commented on the award for Glendale Union High School District noting that students from this district had worked on his campaign. He said at least six of those students have placed well and are getting scholarships.

Vice Mayor Knaack said the Relay for Life benefit for the American Cancer Society will be held at Ironwood High School on Saturday, April 6. She stated there are teams on the track all night long since cancer never sleeps. She asked everyone to come and support the teams. She commented that her daughter is the Entertainment Chair and has raised the most money on her team.

Mayor Weiers commented about entering the budget process and how it would be a very painful process. He asked the citizens to be patient with the Council as they make their way through this process and commented how difficult the job was during this time.

ADJOURNMENT

The meeting was adjourned 8:40 p.m.

Pamela Hanna - City Clerk



**MINUTES OF THE
GLENDALE CITY COUNCIL
SPECIAL MEETING AND EXECUTIVE SESSION
Council Chambers
5850 West Glendale Avenue
March 27, 2013
4:15 p.m.**

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

Also present were Richard Bowers, Acting City Manager; Jamsheed Mehta, Interim Assistant City Manager; Nick DiPiazza, Acting City Attorney; and Pamela Hanna, City Clerk.

1. DISCUSS AND TAKE POSSIBLE ACTION WITH RESPECT TO THE APPOINTMENT, EMPLOYMENT, POSSIBLE RESIGNATION OR DISMISSAL OF THE CURRENT CITY ATTORNEY

Acting City Attorney Nick DiPiazza presented information about the personnel action. He stated that he received an email from Mr. Tom Rogers who is Mr. Tindall's attorney. The letter stated that Mr. Tindall is exercising his statutory right that the matter be discussed in open session rather than Executive Session. Mr. DiPiazza advised that any discussion be done in open session. He advised that he is there in the capacity of the attorney to the Council and they were entitled to his counsel and entitled to privilege. He advised he could answer a question in Executive Session but no discussion could take place in Executive Session.

Mayor Weiers commented that his understanding was that Mr. Tindall's attorney was not available and that was why this would be heard in open session.

Mayor Weiers asked for comments regarding Mr. Tindall's departure from the city and what he will be afforded as far as his contract.

Vice Mayor Knaack commented on the letter received from Mr. Tindall's attorney dated March 26, 2013, that outlined the items that Mr. Tindall would be afforded if he stepped down as City Attorney which included salary, personal time, benefits, vacation cash out, deferred compensation and the usual things that come forward when someone leaves employment of the city. She believed that what he outlined was reasonable and she supported it.

Mayor Weiers commented that what was being asked was approximately \$27,000 or \$28,000 more than what Human Resources had offered.

Mr. DiPiazza commented that what the letter asked for was \$186,378.14. There was some question as to if he was entitled to full deferred compensation or just nine months of it and there is a question if he was entitled continuing legal education, bar dues, and a conference. The bar dues have already been paid for Mr. Tindall and all the attorneys in the city attorney's office. Maricopa County bar dues have not been paid and other fees have not been paid and Mr. Tindall has not been to a conference. Mr. DiPiazza advised that the professional development fees do not fall within the benefits portion of the contract that they actually fall under another section that is not covered if he separates from the city.

Mayor Weiers asked what was the Human Resources offer.

Mr. DiPiazza advised that the total offer was \$175,682.14.

Mayor Weiers commented that was about \$10,000 difference.

Mr. DiPiazza commented that if counsel took the position that he wasn't entitled to any deferred compensation and not entitled to any professional development then the number would be \$159,341.14.

Mayor Weiers commented that was closer to \$29,000 difference. He continued that to be clear that Mr. Tindall had a contract and if Human Resources comes to the same numbers that Mr. Tindall does, would Council decide what the exact number would be, or if Council should let HR deal with the attorney.

Mr. DiPiazza commented that there were two letters that detail what Mr. Tindall believed his entitlements were. He continued that Mr. Tindall was supposed to meet with HR to go over the numbers. Mr. DiPiazza stated he had attempted to get the parties together to discuss the entitlements. He commented that in respect to now, Council needed to decide if Mr. Tindall was entitled to deferred compensation and professional development.

Councilmember Alvarez asked what was the total amount that Mr. Tindall was asking for.

Mayor Weiers replied \$186,378.14.

She asked if that included the deferred compensation and everything and the six months.

Mayor Weiers replied yes.

Councilmember Alvarez clarified that this would take care of it. She continued that he was entitled to something and she didn't see too much difference in the amounts. She stated she wasn't actually agreeing but to get done with this, Council should give him the \$186,378.14 and move on. She commented that going through court would cost more.

Councilmember Martinez pointed out that in the original letter from Mr. Tindall's attorney that he was asking for \$208,848.78. He continued that in this most recent letter the amount was reduced to \$186,378.14. He agreed with Councilmember Alvarez to agree to this and complete

this process. He also stated that since Mr. Tindall is entitled to the six months anyway, and that Mr. Tindall had agreed to assist the city in those areas where he has the experience that the city should accept.

Councilmember Alvarez commented that she agrees completely with the offer and that it would close the business and the city could move forward. She continued that she did not agree that he should be coming back to the city.

Mayor Weiers clarified all the items that Mr. Tindall had requested.

Councilmember Sherwood commented he agreed with the \$186,378.14 and that it would benefit the city to have him available over the next six months. He commented that the disparagement agreement was pretty standard and that he wasn't quite sure what the technology component was mentioned in Mr. Tindall's letter.

Councilmember Hugh commented that if it would bring it to a conclusion today that he could go with the \$186,378.14. He continued that he did not agree with the disparagement agreement and he did not agree with attorney's fees.

Mr. DiPiazza commented that the non-disparagement agreement, according to Mr. Tindall's attorney, that it could be limited to members of Council and department heads. He continued that it leaves the city open to litigation in the future. He stated it benefits Mr. Tindall but it leaves the city exposed to potential liability.

Mayor Weiers commented that regardless of a non-disparagement agreement, a person already has the ability to seek compensation for any disparaging comments.

Mr. DiPiazza said yes however it would be difficult. He continued that at this time the city is not involved in negotiations. Neither Mr. Tindall, nor his attorney, is present to say whether something is acceptable. Council is not in negotiations. He commented that Council could agree to continue negotiation and set the terms for how much he is entitled to and to his other demands or Council could agree to termination at which time Mr. Tindall would be entitled to his contractual payout.

Councilmember Martinez made a motion to accept the latest figure of \$186,378.14 for Mr. Tindall leaving the employment of the city; that he gets those items subject to controversy, the deferred compensation, the professional development, a combined \$27,000; and that he gets the other demands, everything in the letter.

Vice Mayor Knaack clarified that the other demands listed included the technology as his phone and phone number.

Councilmember Martinez stated he wasn't sure if that meant a telephone, but it could be clarified with Mr. Tindall.

Vice Mayor Knaack seconded the motion.

Mr. DiPiazza declared a point of order. He commented that the motion couldn't say whatever else he asked for.

Mayor Weiers stated he was going to have discussion on the motion. He continued he did not agree with the \$186,378.14. He did not believe the city could afford the additional amount. He said it was up to the Council to protect the city.

Mayor Weiers asked for clarification and definition about the items included.

Councilmember Martinez stated that he wanted to include the disparagement condition and that he thought it was standard.

Mr. DiPiazza stated that in his opinion it was not standard and especially since it included other city employees.

Mayor Weiers asked about a timeframe that if someone was no longer a Councilmember and made a comment would the city still be liable.

Mr. DiPiazza stated that if there was a non-disparagement agreement that it was an agreement to not disparage the other and that the details needed to be specified. Liable and slander laws are not contractual, but are torts, and if someone tells an untruth that causes damage, whether they are employees of the City of Glendale, they may be liable for damage caused. The non-disparagement agreement should specify who is included and what is the nature of the disparagement as well as how long that would continue. He continued that if the Council was going to go with the other items, the details need to be specified. He added that details such as technology, that if Mr. Tindall is going to be available for the next six months, that he would guess that it would be the computer. He stated it was a guess since it is not spelled out. He also stated that as far as attorney's fees that it is not stated in the contract but Mr. Tindall is asking for it. He suggested that the Council negotiate the details. He added that if the Council was not going to negotiate it then they would need to terminate him.

Councilmember Sherwood clarified that vacation and personal time were included. He offered in addition to the motion on the floor, the press release, the mutual release, and no non-disparagement agreement, personal recommendations by Councilmembers and city officials, no technology, no attorney's fees, stay on staff six months, which allows the city to have access to him.

Mayor Weiers commented he could agree to everything except keeping Mr. Tindall on staff for six months. He stated it was more than he wanted to pay but to get it done he would be agreeable.

Councilmember Alvarez stated the \$186,378.14 which includes the conference, the bar dues, and the deferred compensation is all that she would agree on.

Vice Mayor Knaack asked if Councilmember Alvarez would agree to the non-disparagement agreement.

Vice Mayor Knaack commented she believed the technology being referenced was the phone.

Mayor Weiers stated that if that was all it was, then he believed there was no cost to the city for that.

Vice Mayor Knaack stated the phone itself wasn't worth much at this point. She stated the city wouldn't pay the phone bill, but they would allow him to keep the phone.

Mr. DiPiazza offered that there was a motion on the floor and the motion had a second. He continued that there is a need for clarification for what exactly would be included in the motion and then Council needed to vote on the motion, unless the person who made the motion withdraws it.

Vice Mayor Knaack stated that if Mr. Tindall stays in the system, then the amount does not have to be out in one lump sum, that it could be paid out over several months. She continued that the city would have access to him since he had the expertise in the parking agreements among other things.

Mr. DiPiazza offered that at this point Mr. Tindall is an employee of the City of Glendale and is, in fact, the City Attorney. He continued that although Council asked for his resignation, it has not been tendered.

Vice Mayor Knaack clarified the motion; agree to the \$186,378.14; agree to a press release; agree to the CLE, IMLA, bar dues and deferred compensation; not the non-disparagement; agree to a mutual release; personal recommendations from Councilmembers and city officials; use of technology clarified as the use of his phone; no attorney fees; and stays in the system for six months and the city would have access to him regarding contract advice.

Councilmember Martinez said he agreed to the additional information except for the disparagement agreement.

Mr. DiPiazza commented that what they just outlined is the city's position for the purpose of further negotiation. He continued that the motion should be to offer Mr. Tindall the following in exchange for his resignation. He added Council could then instruct Mr. DiPiazza to make that offer to Mr. Tindall.

Councilmember Martinez stated he wanted to stick with his original motion. He added he wanted Mr. Tindall to be available for six months.

Mr. DiPiazza said that Mr. Tindall has communicated that in exchange for his resignation he wanted certain things. Mr. DiPiazza also advised Council that they should be setting up the terms of negotiation at this time. He added he takes no position as to what is offered to Mr.

Tindall or the position Council takes today. Council needs to either negotiate the resignation or terminate.

Councilmember Martinez disagreed and said that Mr. Tindall has clearly stated what he wants. He added that the only thing that he thought needed to be negotiated was the non-disparagement part.

Councilmember Sherwood stated he would go with the advice of the City Attorney that if the non-disparagement agreement is problematic then Council shouldn't agree to it.

Mr. DiPiazza stated there was a motion and a second and that at this time there can be an amendment to the motion.

Vice Mayor Knaack stated she did it once but she would do it now.

Vice Mayor Knaack moved that Mr. Tindall be given \$186,378.14 to include his benefits, CLE, IMLA conference, deferred compensation, bar dues and agree to a press release, mutual release, personal recommendations by Councilmembers and city officials, technology clarified as his phone, that he stay in the system for six months and that does not exhaust his vacation or personal time, that the City can pay over six months and not one lump sum, and he will offer his resignation and Council directs Mr. DiPiazza to negotiate. There will be no attorney's fees and no non-disparagement.

Mr. DiPiazza clarified that the motion is for him to make the offer to Mr. Tindall in exchange for Mr. Tindall's resignation.

Mayor Weiers asked if Mr. Tindall would get the buyout in addition to a regular salary.

Mr. DiPiazza restated Council wants Mr. Tindall to remain in the system and to collect the \$186,378.14 by his continued employment and his payout of the sick and personal time. He added that Council may want to clarify it within the motion.

Vice Mayor Knaack added to the motion that Mr. Tindall would not get a regular paycheck in addition to the \$186,378.14 that it is the intent of Council that he only receive the \$186,378.14.

Councilmember Martinez seconded the addition to the motion.

Council discussed a time limit as to when they would like a response from Mr. Tindall.

Councilmember Hugh asked Mr. DiPiazza if there was a recommended time.

Mayor Weiers commented that Monday by noon, and asked if that sounded fair to everyone. Council agreed to the April 1st deadline.

Councilmember Alvarez asked if someone didn't want the six months of expertise, would someone vote no.

Mayor Weiers stated that members needed to vote on the motion and that if staff didn't feel a need to contact Mr. Tindall there was no obligation to contact him.

Mr. DiPiazza agreed.

Mayor Weiers clarified that it's the telephone the city provided and the city would not be paying the bill any longer.

Councilmember Martinez stated he thought originally that was part of it.

Mayor Weiers stated that there was a motion, a second, an amendment and a second to the amendment.

Mr. DiPiazza summarized that there was an offer for Mr. DiPiazza to communicate with Mr. Tindall that in exchange for his immediate resignation, that he would continue to be employed by the City for six months, Council was offering six month's pay plus benefits totaling \$186,378.14 which includes pay, benefits, CLE, bar dues, IMLE conference, deferred compensation, and additionally, a joint press release, and Mr. Tindall may approach Councilmembers and city officials for recommendations, he is entitled to keep the city phone and phone number and he will remain in the system an additional six months and not exhaust his vacation or sick time. The offer will be made and Mr. Tindall has until noon on Monday to accept the offer and the offer would expire at that time.

Mayor Weiers clarified that Mr. Tindall would continue to get his health insurance.

Mr. DiPiazza stated he would keep all benefits.

Mayor Weiers stated that the health insurance and other benefits would increase the \$186,378.14 amount.

Mr. DiPiazza clarified that it would not, that all benefits normally paid, were included in the \$186,378.14. He added that the dollar amount would be subject to verification by HR.

**The motion carried. Ayes: Chavira, Hugh, Knaack, Martinez, Sherwood
Nays: Alvarez, Weiers**

Mayor Weiers explained his vote stating that when there is a separation of employment it should be quick and not go on for six months.

Councilmember Martinez thanked Mr. Tindall for his service; he served 8 years as City Attorney and prior to that was Acting City Attorney for some time. Mr. Tindall is one of the finest gentlemen that he'd met in his working career. He is a man of high principles and high moral character. He believed a great injustice had befallen Mr. Tindall who was forced to leave due to

the need to go in a different direction, innuendoes, and comments he was not respectful. He believes our loss will be someone else's gain.

Councilmember Alvarez explained her no vote stating there was a financial need in other areas of the city.

Vice Mayor Knaack commented that this was forced upon some of the Council and that it could have been in a much different matter. She stated Mr. Tindall grew up in Glendale and that it meant a great deal to him. She stated that he was an asset to the City and was very knowledgeable.

Councilmember Sherwood commented that he had an opportunity to work with Mr. Tindall and that he was disappointed in the route that was taken and thanked Mr. Tindall for his service.

Councilmember Chavira wished Mr. Tindall the best and thanked him for his years of service.

2. CALL TO ENTER INTO EXECUTIVE SESSION

There was no need to go into executive session as all items were heard in open session.

CITIZEN COMMENTS

There were no comments.

COUNCIL COMMENTS AND SUGGESTIONS

There were no comments.

ADJOURNMENT

There being no further business, the meeting was adjourned at 5:32 p.m.

Pamela Hanna - City Clerk



CITY COUNCIL REPORT

Meeting Date: **4/9/2013**
Meeting Type: **Voting**
Title: **NATIONAL LIBRARY WEEK PROCLAMATION: APRIL 14 – 20, 2013**
Staff Contact: **Cheryl Kennedy, Chief Librarian**

Purpose and Recommended Action

This is a request for City Council to proclaim April 14 through April 20 as National Library Week in the City of Glendale and present the proclamation to Library Advisory Board Chair, Charlene Sharp.

Background Summary

First sponsored in 1958, National Library Week is a national observance sponsored by the American Library Association (ALA) and libraries across the country each April. This year's theme is "Communities Matter @ Your Library."

Libraries today are more than repositories for books and other resources. Often the hearts of their communities, campuses or schools, or libraries are deeply committed to the places where their patrons live, work and study. Libraries are trusted places where everyone in the community can gather to reconnect and reengage with each other to enrich and shape the community and address local issues.

The Glendale Public Library system consists of three libraries that provide reading and information services, youth, teen and adult programming, job training, meeting room space, public computers, books, audio/visual materials and electronic resources that inform, educate and entertain diverse residents. Each year, the library system circulates approximately 2.1 million items and has 82,505 cardholders. The libraries system-wide are open 111 hours per week and provide access to electronic databases and eBooks via the internet 24 hours, seven days a week. Last year, Glendale's libraries sponsored 593 youth programs with 25,865 participants; 45 teen programs with 869 participants; and 185 adult programs with 4,975 participants.

Community Benefit/Public Involvement

Service to the community has always been the focus of the library. While this aspect has never changed, libraries have grown and evolved in how they provide for the needs of every member of the community.



CITY COUNCIL REPORT

Meeting Date: **4/9/2013**
Meeting Type: **Voting**
Title: **LIQUOR LICENSE NO. 5-9355, BUKKANA'S BAR & GRILL**
Staff Contact: **Susan Matousek, Revenue Administrator**

Purpose and Recommended Action

This is a request for City Council to deny a new, non-transferable series 12 (Restaurant) license for Bukkana's Bar & Grill located at 6522 North 59th Avenue. The Arizona Department of Liquor Licenses and Control application (No. 12079403) was submitted by Luz Maria Rodriguez.

Staff is requesting Council to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

Background Summary

The location of the establishment is in the Ocotillo District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 18,953. Bukkana's Bar & Grill is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
04	Wholesaler	1
06	Bar - All Liquor	6
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	14
11	Hotel/Motel	1
12	Restaurant	13
14	Private Club	2
	Total	42

The City of Glendale Community and Economic Development and Fire Departments have reviewed the application and determined that it meets all technical requirements. However, during the background investigation for this application, the Glendale Police Department is recommending denial.



CITY COUNCIL REPORT

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period.

Attachments

Staff Report

Map

Police Calls for Service Report



STAFF REPORT

Meeting Date: 4/9/2013
To: Richard Bowers, Acting City Manager
From: Susan Matousek, Revenue Administrator
Title: LIQUOR LICENSE NO. 5-9355, BUKKANA'S BAR & GRILL

General Information

Request: New, Non-Transferable
License: Series 12 (Restaurant)
Location: 6522 North 59th Avenue
District: Ocotillo
Zoned: C-2 (General Commercial)
Applicant: Luz Maria Rodriguez
Owner: Bukkana's, LLC

Background

1. The population density is 18,953 persons within a one-mile radius.
2. The 300 feet from any church or school rule does not apply to this series license.
3. Bukkana's Bar & Grill is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area.

Citizen Participation to Date

No protests were received during the 20-day posting period, February 7 through February 27, 2013.

Review/Analysis

In accordance with A.R.S. § 4-201(G), the applicant bears the burden of showing City Council that public convenience requires that the best interest of the community will be substantially served by the issuance of a license. Council, when considering this new, non-transferable series 12 license, may take into consideration the applicant's capability, qualifications, and reliability.

The City of Glendale Community and Economic Development and Fire Departments have reviewed the application and determined that it meets all technical requirements. However, during the background investigation for this application, the Glendale Police Department is recommending denial.

COMMUNITY AND ECONOMIC DEVELOPMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommending denial.

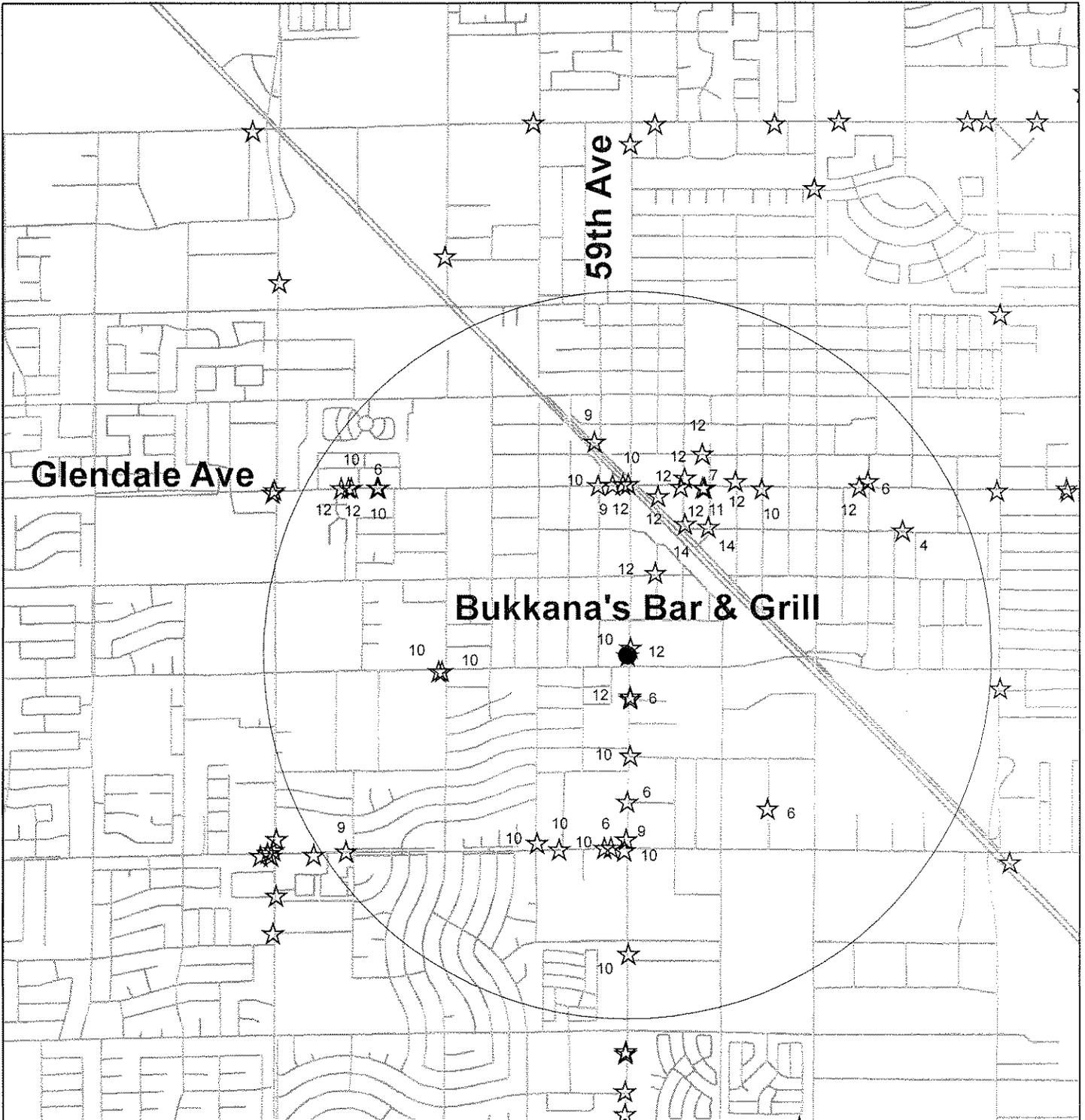
The Police Department is recommending denial to the City Council as a result of the background investigation for this application. During the investigation the Police Department requested financial documents regarding the purchase of the property and business. Per A.R.S. § 4-202. F. The department shall not issue or renew a license for any person who on the request of the director fails to provide the department with complete financial disclosure statements indicating all financial holdings of the person or any other person in or relating to the license applied for, including all cosignatories on financial holdings, land, buildings, leases or other forms of indebtedness that the applicant has incurred or will incur.

The applicant failed to provide that proof therefore it is the recommendation of the Police Department to deny this liquor license application.

FIRE DEPARTMENT: Approved the application with no comments.

Staff Recommendation

It is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of denial.



BUSINESS NAME: Bukkana's Bar & Grill

LOCATION: 6522 N. 59th Ave.

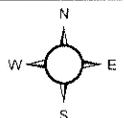
ZONING: C-2

APPLICANT: Luz Maria Rodriguez

APPLICATION NO: 5-9355



**SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ**



13-15

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 03-22-13

License Type: **Series 12 Restaurant**

Definition: Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

Application Type: **New License**

Definition: New License

Business Name: **Bukkana's Bar & Grill**

Business Address: **6522 N. 59th Ave**

Applicant/s Information

Name: **Rodriguez, Luz Maria (Agent)**

Name: **Serrano de Vazquez, Elisa**

Name: **Garcia Lozolla, Natividad**

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/22/2008	Other Suites	New ownership call history beginning: 1/31/2013
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults	2		
Robberies			
Burglary / Theft	2		
911 calls			
Trespassing			
Accidents	1		
Fraud / Forgery			
Threats			
Criminal damage	1		
Other non-criminal*	2		
Total calls for service	8	N/A	0

* Other non-criminal Includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

Angelo Iozzo (Agent)
A A Iozzo Inc. (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation is for Denial of the liquor license application.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>3-22-13</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>Debra Blaw</u>	<u>3-22-13</u>



CITY COUNCIL REPORT

Meeting Date: **4/9/2013**
Meeting Type: **Voting**
Title: **AUTHORIZATION FOR EXPENDITURE OF FUNDS TO HILL BROTHERS
CHEMICAL CO. FOR PURCHASE OF SODIUM HYPOCHLORITE**
Staff Contact: **Craig A. Johnson, P.E., Executive Director, Water Services**

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to approve the expenditure of funds in the amount of \$50,887.68 for payment to Hill Brothers Chemical Co. Sodium hypochlorite was purchased for use at the Arrowhead Ranch Water Reclamation Facility (ARWRF) during the waste water treatment process.

Background Summary

The ARWRF is one of two city-owned water reclamation sites that safely treat and reclaim wastewater using a disinfection process that combines sodium hypochlorite and ultraviolet (UV) light. Sodium hypochlorite is also used in the odor control process. A purchase order for the fiscal year in the amount of \$45,000 was originally approved for the ARWRF. Construction testing and start-up of a supplemental disinfection system that was installed to meet state and federal compliance requirements increased usage beyond projected annual amounts.

Community Benefit/Public Involvement

The Water Services Department uses sodium hypochlorite in the treatment process and for odor control to effectively treat wastewater to A+ effluent standards. This treatment process results in high-quality effluent water and ensures continued compliance with federal and state regulatory requirements.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$50,887.68	2360-17160-524600, Arrowhead Reclamation Plant



CITY COUNCIL REPORT

Capital Expense? Yes No

Budgeted? Yes No

Requesting Budget or Appropriation Transfer? Yes No If yes, where will the transfer be taken from?

Attachments

Staff Report



STAFF REPORT

To: **Richard Bowers, Acting City Manager**
From: **Craig A. Johnson, P.E., Executive Director, Water Services**
Item Title: **AUTHORIZATION FOR EXPENDITURE OF FUNDS TO HILL BROTHERS
CHEMICAL CO. FOR PURCHASE OF SODIUM HYPOCHLORITE**
Requested Council Meeting Date: **4/9/2013**
Meeting Type: **Voting**

PURPOSE

This report contains information on purchases of sodium hypochlorite totaling \$50,887.68 used at the Arrowhead Ranch Water Reclamation Facility (ARWRF). The purpose of this report is to request this item be placed on an agenda for Council action.

BACKGROUND

The city has two water reclamation sites that safely treat and reclaim wastewater using a disinfection process that combines sodium hypochlorite and ultraviolet (UV) light. Additionally, sodium hypochlorite is also used in the odor control process. The ARWRF originally requested a purchase order to Hill Brothers Chemical Co. for sodium hypochlorite in the amount of \$45,000 for the fiscal year based on best estimates. Increased usage was due to the construction testing and start-up of the supplemental disinfection system required to meet state and federal compliance regulations.

ANALYSIS

Water Services is requesting Council authorization for the City Manager to approve the expenditure of funds in the amount of \$50,887.68 for payment to Hills Brothers Chemical Co. To date \$43,555.95 has been paid to the vendor. An additional \$7,331.73 has been invoiced and requires payment.

The Water Services Department uses sodium hypochlorite in the treatment process and for odor control to effectively treat wastewater to A+ effluent standard. This treatment process results in high-quality effluent water and ensures continued compliance with federal and state regulatory requirements.

FISCAL IMPACTS

Total amount is \$50,887.68. Funding for this budgeted item is available in the FY 2012-13 operating budget of the Water Services Department.



CITY COUNCIL REPORT

Meeting Date: **4/9/2013**
Meeting Type: **Voting**
Title: **FINAL PLAT APPLICATION FP12-03: MARYLAND HEIGHTS – 6550 NORTH
79TH AVENUE**
Staff Contact: **Jon M. Froke, AICP, Planning Director**

Purpose and Recommended Action

This is a request by Hoskin-Ryan Consultants, Inc., representing DR Horton, Inc., for City Council to approve the final plat for Maryland Heights, a Planned Residential Development, located on the west side of 79th Avenue at the Maryland Avenue alignment.

Staff recommends approval of Final Plat Application FP12-03.

Background Summary

Maryland Heights is a 34 lot single-family subdivision on 9.9 acres with a density of 3.4 dwelling units per acre. Lot sizes vary from 6,600 square feet to 14,254 square feet with an average lot size of 7,676 square feet.

Previous Related Council Action

On November 1, 2007, Council approved Rezoning Application ZON07-15 for this subdivision.

Community Benefit/Public Involvement

This project provides for infill development on a vacant property and housing that is compatible with the surrounding neighborhoods.

The applicant held a neighborhood meeting on November 17, 2010. Of the 301 people invited, only one property owner attended and had no concerns about the project.

Attachments

Staff Report	Final Plat Narrative
Vicinity Zoning Map	Proposed Final Plat
Aerial Photograph	



STAFF REPORT

To: **Richard Bowers, Acting City Manager**
From: **Jon M. Froke, AICP, Planning Director**
Item Title: **FINAL PLAT APPLICATION FP12-03: MARYLAND HEIGHTS – 6550
NORTH 79TH AVENUE**
Requested Council Meeting Date: **4/9/2013**
Meeting Type: **Voting**

PURPOSE

This is a request by Hoskin-Ryan Consultants, representing DR Horton, Inc., for City Council to approve the final plat for Maryland Heights, a Planned Residential Development (PRD). The site is located on the west side of 79th Avenue at the Maryland Avenue alignment.

BACKGROUND

The applicant proposes a 34 lot single-family subdivision on 9.9 acres at a density of 3.4 dwelling units per acre. The minimum lot size is 6,600 square feet, the maximum is 14,254 square feet and the average lot size is 7,676 square feet.

The development plan includes 1.9 acres of common open space or 19% of the total site. Amenities will include seating and trails, as well as a sidewalk connecting the project to the park, school and open space to the south and east.

Vehicular access into the subdivision is provided from 79th Avenue, which is classified as a collector street.

Per the city's request, a cul-de-sac will be constructed at the end of Maryland Avenue, located at the southwest corner of the subdivision, to avoid additional street traffic bordering the elementary school. There will be no vehicular access into Maryland Heights from this location; however, pedestrian access is provided from Maryland Avenue.

There are two storm water retention tracts within the project. Tract "A" is located in the center of the subdivision and will include a community picnic node with table, grill, and trash receptacle. Tract "B" is located at the southwest corner of the subdivision and will provide a pedestrian link to Discovery Park.

All perimeter landscaping, interior open space, amenities, perimeter walls, and theme walls within the project will be owned and maintained by a homeowner's association.

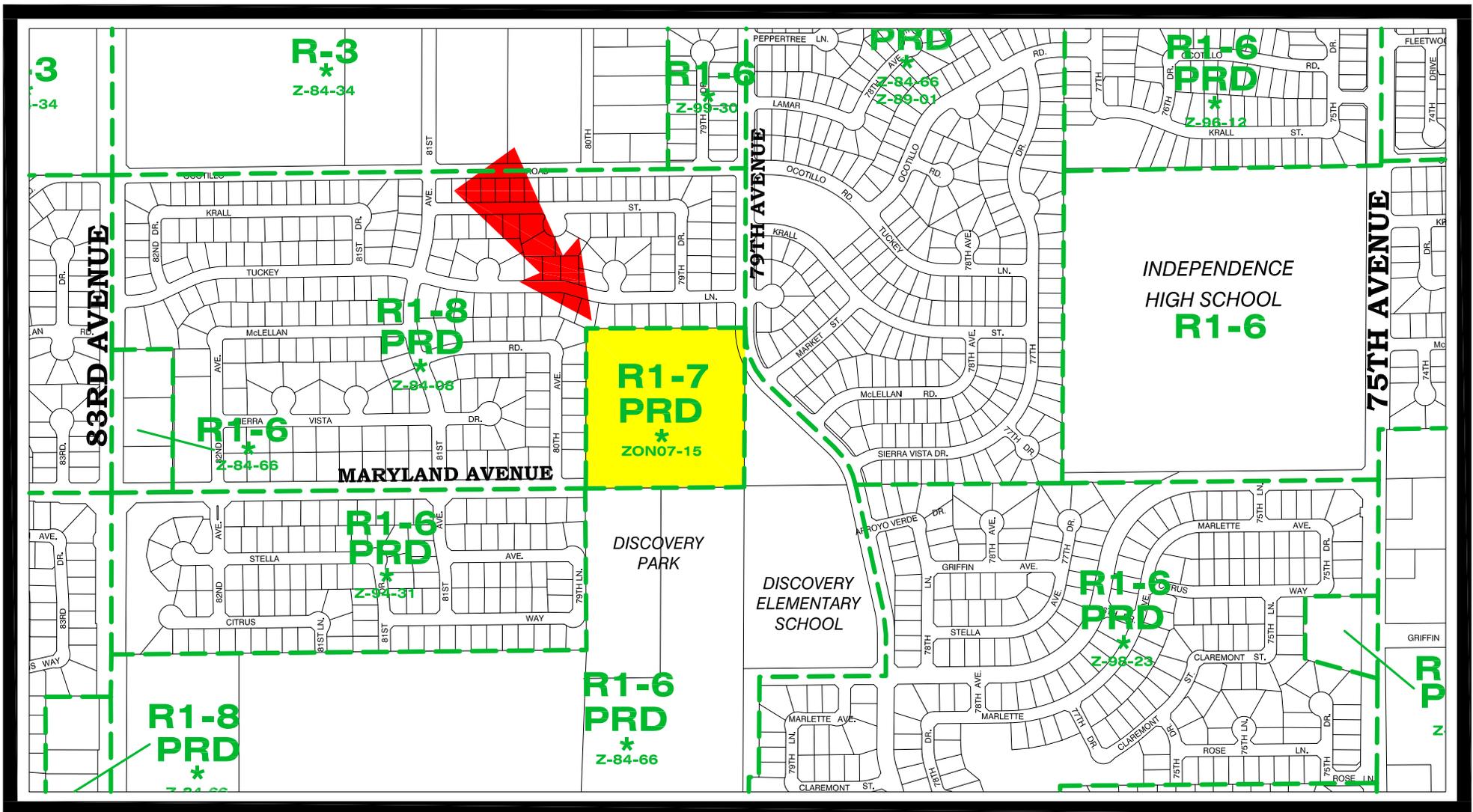


STAFF REPORT

ANALYSIS

- The proposed plat is consistent with the General Plan land use designation of Medium Density Residential (2.5-3.5 du/ac) and the existing R1-7 PRD (Single Residence, Planned Residential Development) zoning district.
- This request meets the requirements of the Subdivision and Minor Land Division Ordinance for the City of Glendale through lot and street designs, direct access to public streets, adequate infrastructure improvements, and public utility services.
- The proposal is an infill project that promotes the efficient use of land by enabling the development of a parcel which would otherwise be difficult to develop.
- The request is consistent with the Maryland Heights Development Plan.

Staff recommends approval of Final Plat Application FP12-03.



CASE NUMBER

FP12-03

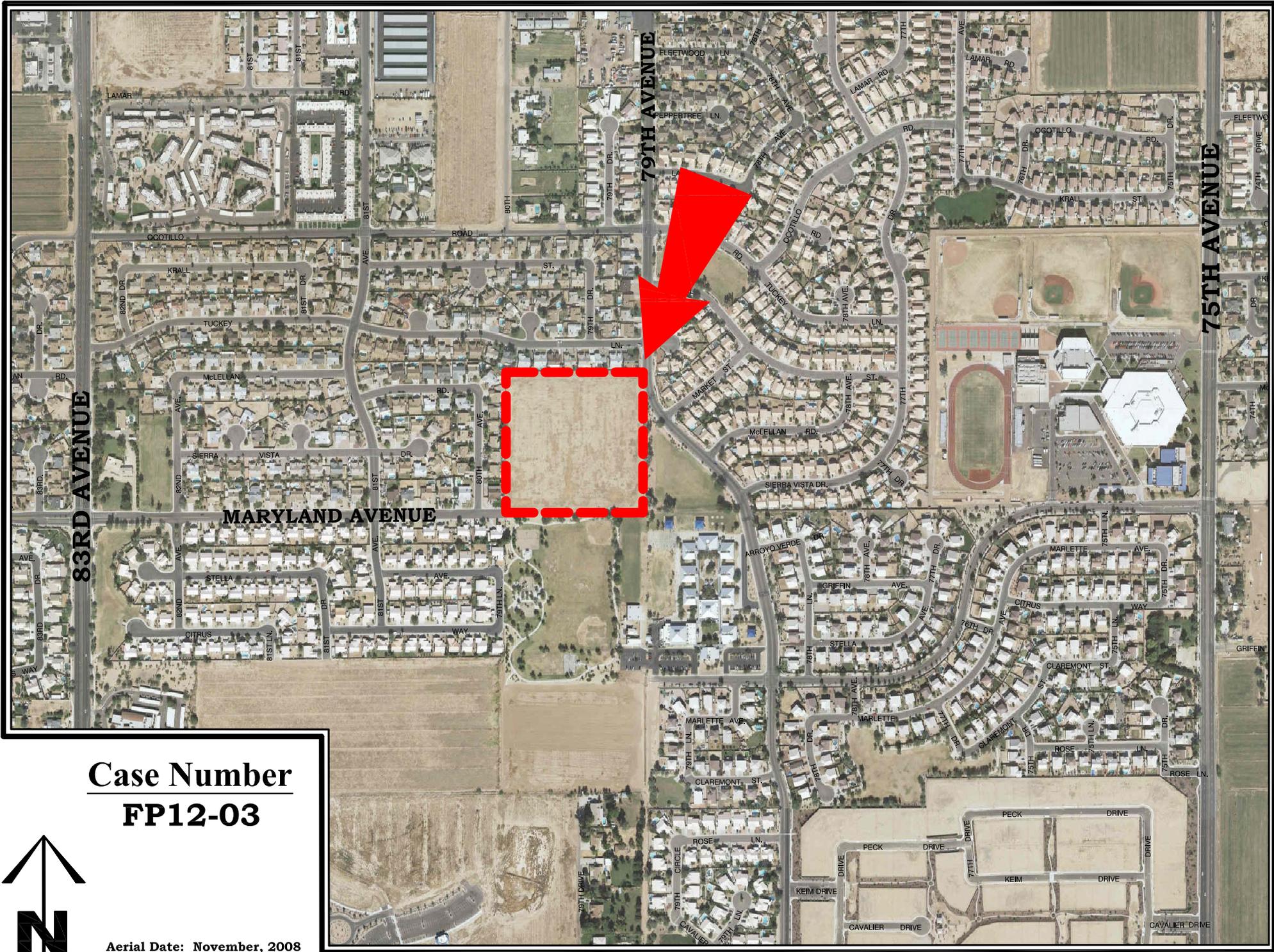


REQUEST

FINAL PLAT APPROVAL FOR MARYLAND HEIGHTS.

LOCATION

6550 N. 79TH AVENUE



Case Number
FP12-03



Aerial Date: November, 2008

Final Plat Narrative Maryland Heights

FP12-03
6550 North 79th Avenue
Glendale, Arizona
January 10, 2013

DEVELOPER
PENSICO TRUST COMPANY CUST FBO
15010 N. 78TH WAY, SUITE 109
SCOTTSDALE, AZ. 85260
TEL (480) 998-2803
FAX (480) 443-3711
CONTACT: MARSTON K. HOLBEN IRA

ENGINEER / PLANNER
HOSKIN-RYAN CONSULTANTS, INC.
MATTHEW MANCINI, P.E.
6245 NORTH 24TH PARKWAY, SUITE 100
PHOENIX, ARIZONA 85016
602-252-8384



EXPIRES 12/31/2015



Hoskin • Ryan Consultants, Inc.
creative engineering solutions
6245 North 24th Parkway, Suite 100 Phoenix, Arizona 85016
T 602.252.8384 F 602.252.8385 www.hoskinryan.com

FINAL PLAT NARRATIVE

Introduction

On behalf of Pensco Trust Company (Pensco), Hoskin-Ryan Consultants (HRC) respectfully requests consideration for Final Plat approval for Maryland Heights, a proposed residential subdivision within the City of Glendale.

Property/Project Background and Site Data

The project area encompasses approximately 9.86 acres and is currently zoned R1-7 PRD. The project site is located at the northwest corner of 79th Avenue and Maryland Avenue within in the City of Glendale, Arizona.

The property is currently undeveloped. To the north and west is the “Chaparral Country” residential subdivision, zoned R1-8. To the south are the Discovery Park and Discovery Elementary School, zoned R1-6, providing a generous area of open space. A portion of the eastern boundary is the “Meadows at Independence” residential subdivision zoned R1-6, and the majority of the eastern boundary is a large retention basin zoned R1-6.

Project Intent

Pensco intends to develop this property and sell developed lots to a homebuilder.

Site Plan

The Site Plan for this project is based on the approved Preliminary Plat, prepared by HRC, and approved by the City of Glendale on 2/3/2011 under PP10-01.

PROJECT DESIGN

Gross Project Density

For this project, the gross density is 3.4 dwelling-units/acre, which is consistent with the preliminary plat.

Open Space

In conformance with the preliminary plat, the site plan contains 1.92 acres of open space. All open space view walls are documented within the Landscape Plan submitted in conjunction with the final plat.

Street Layout

The street layout is consistent with the preliminary plat.

Amenities

The amenities are consistent with the preliminary plat.

Landscape

Consistent with the preliminary plat, all landscaped tracts will be owned and maintained by a Home Owner's Association. The landscape palette will consist of drought tolerant/ low water use plants, trees, and shrubs, as approved during final engineering review.

Storm Water Retention

Consistent with the preliminary plat, all storm water retention areas will be constructed according to City of Glendale Engineering Design and Construction Standards. The retention basins will be owned and maintained by a Homeowners' Association. The retention areas have been designed to complement the development and will be landscaped to meet the requirements of the City's Landscape Ordinance.

Phasing

Per the preliminary plat, the development will occur in one phase.

Conclusion

Pensco and HRC appreciate your review of this final plat application and look forward to working with your staff to enhance the City of Glendale. If you have any questions or concerns, please do not hesitate to contact Hoskin Ryan Consultants, Inc. at 602.252.8384.

DEDICATION

STATE OF ARIZONA)
) SS
 COUNTY OF MARICOPA)

KNOWN ALL MEN BY THESE PRESENTS: PENSICO TRUST COMPANY CUST FBO, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "MARYLAND HEIGHTS", A PORTION OF SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, PHOENIX, ARIZONA. AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "MARYLAND HEIGHTS", AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN TO EACH, RESPECTIVELY ON SAID PLAT. PENSICO TRUST COMPANY CUST FBO, AS OWNER HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDE IN THE ABOVE DESCRIBED PREMISES. OWNER HEREBY DEDICATES TO THE CITY OF GLENDALE, THE WATER/SEWER EASEMENT AS SHOWN ON THIS PLAT. THE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED TO THE PUBLIC UTILITY COMPANIES.

EASEMENTS ARE DECLARED FOR THE PURPOSES SHOWN HEREIN.

TRACTS "A", "B", AND "C" ARE HEREBY DECLARED AS COMMON AREAS FOR THE PURPOSES SHOWN AND FOR THE USE AND ENJOYMENT OF THE LOT OWNERS AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR "MARYLAND HEIGHTS", TO BE HEREIN AFTER RECORDED AND WILL BE OWNED AND MAINTAINED BY THE "MARYLAND HEIGHTS HOMEOWNERS' ASSOCIATION." DWELLING UNITS SHALL NOT BE CONSTRUCTED ON SAID TRACTS. AN EASEMENT FOR DRAINAGE IS HEREBY DEDICATED OVER TRACTS "A", "B", AND "C".

IN WITNESS WHEREOF:

PENSICO TRUST COMPANY CUST FBO, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE UNDERSIGNED OFFICER, THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2013.

By: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
 COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 2013, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE VICE PRESIDENT OF THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT HE/SHE AS VICE PRESIDENT, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

By: _____ MY COMMISSION EXPIRES: _____
 NOTARY PUBLIC

APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF GLENDALE, ARIZONA ON _____ DAY OF _____, 2013

ATTEST: _____ DATE _____
 MAYOR

ATTEST: _____ DATE _____
 CITY CLERK

PRELIMINARY PLAT CONFORMANCE

I HEREBY CERTIFY THAT THIS FINAL PLAT HAS BEEN PREPARED IN GENERAL CONFORMANCE TO THE PRELIMINARY PLAT OF THIS SUBDIVISION APPROVED BY THE CITY OF GLENDALE PLANNING AND ZONING COMMISSION ON _____ (DATE)

By: _____ DATE _____
 PLANNING DIRECTOR
 CITY OF GLENDALE, ARIZONA

IMPROVEMENT ASSURANCE

I HEREBY ACKNOWLEDGE THAT ENGINEERING PLANS FOR PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION HAVE BEEN APPROVED AND THAT ALL NECESSARY ASSURANCE FOR THESE IMPROVEMENTS HAVE BEEN RECEIVED IN A FORM ACCEPTABLE TO THE CITY.

By: _____ DATE _____
 CITY ENGINEER (OR DESIGNATE)
 CITY OF GLENDALE, ARIZONA

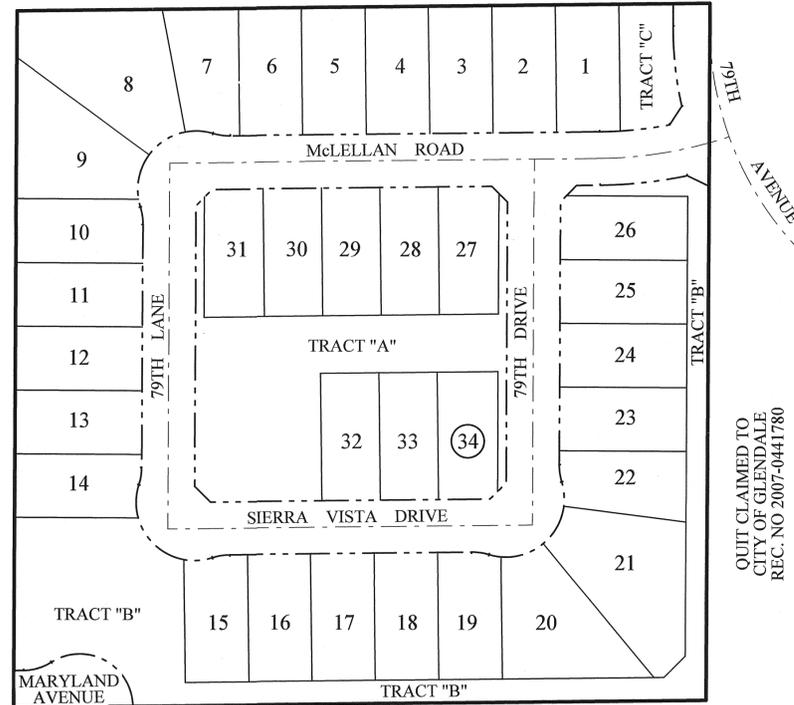
TRACT AREA AND USE TABLE		
TRACT	ACRES	USE
A	0.75	PUE, LANDSCAPE & DRAINAGE
B	1.03	PUE, UTILITIES, LANDSCAPE & DRAINAGE (WATER, SEWER, IRRIGATION & TELEPHONE EASEMENT)
C	0.14	PUE & LANDSCAPE
TOTAL	1.92	

**FINAL PLAT
 FOR**

"MARYLAND HEIGHTS"

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

CHAPARRAL COUNTRY AMD
 BK 273, PG 37 M.C.R.



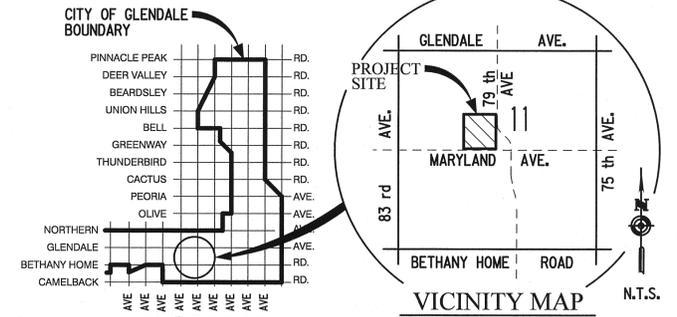
CHAPARRAL COUNTRY AMD
 BK 273, PG 37 M.C.R.

CITY OF GLENDALE
 DISCOVERY PARK
 APN# 102-06-431

GLENDALE ELEMENTARY
 SCHOOL DISTRICT #40
 APN# 102-06-430

PLAT NOTES

- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF GLENDALE WATER SERVICE AREA WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. SECTION 45-576.
- ALL NEW UTILITIES AND ALL EXISTING UTILITIES, EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 69 KV OR MORE, WITHIN OR CONTIGUOUS TO THIS SITE, SHALL BE PLACED UNDERGROUND.
- EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
 - WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING.
 - CONSTRUCTION, STRUCTURES OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES AND THE CITY OF GLENDALE WHICH USE OR SHALL USE THE UTILITY EASEMENT.
- ALL LANDSCAPE TRACTS AND LANDSCAPE WITHIN ARTERIAL AND COLLECTOR STREETS DEDICATED BY THIS PLAT SHALL BE MAINTAINED BY THE DEVELOPER HOMEOWNER'S ASSOCIATION.
- FIRE DEPARTMENT ACCESS AND WATER SUPPLY REQUIREMENTS SHALL BE IN PLACE PRIOR TO THE START OF VERTICAL CONSTRUCTION.
- ALL HOMES SHALL BE FULLY SPRINKLERED PER NATIONAL FIRE PROTECTION AGENCY (NFPA) 13.
- LOTS 1-14 SHALL BE SINGLE-STORY DWELLINGS.
- LANDSCAPING AND IRRIGATION BETWEEN SIDEWALK AND CURB SHALL BE INSTALLED BY INDIVIDUAL LOT DEVELOPER AT TIME OF DEVELOPMENT.
- DEVELOPMENT SHALL BE IN SUBSTANTIAL CONFORMANCE WITH THE DEVELOPMENT PLAN AND NARRATIVE FOR MARYLAND HEIGHTS, DATE STAMPED DECEMBER 10, 2010.



OWNER / DEVELOPER

PENSICO TRUST COMPANY CUST FBO
 15010 N. 78TH WAY, SUITE 109
 SCOTTSDALE, AZ, 85260
 TEL (480)
 FAX (480)
 CONTACT: MARSTON K. HOLBEN IRA

ENGINEER

HOSKIN-RYAN CONSULTANTS, INC.
 6245 N. 24TH PARKWAY, SUITE 100
 PHOENIX, AZ, 85016
 TEL (602) 252-8384
 FAX (602) 252-8385
 CONTACT: MATTHEW J. MANCINI, P.E.

UTILITIES

- POLICE PROTECTION - CITY OF GLENDALE
- FIRE PROTECTION - CITY OF GLENDALE
- TELEPHONE - QWEST COMMUNICATIONS
- ELECTRIC - S.R.P.
- SEWER - CITY OF GLENDALE
- WATER - CITY OF GLENDALE
- GAS - SOUTHWEST GAS
- CABLE TV - COX COMMUNICATIONS

BENCHMARK

BRASS CAP IN HANDHOLE AT THE CENTERLINE INTERSECTION OF 83RD AVENUE AND MARYLAND AVENUE STAMPED "397 ON 3-10-97" NGVD 29 DATUM= 1088.55' (PER CITY OF GLENDALE) NGVD 88 DATUM= 1090.45' (PER MARICOPA COUNTY)

SURVEYOR CERTIFICATION

I, _____ A DULY REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY CERTIFY THAT THE SUBDIVISION PLATTED HEREON, CONSISTING OF 6 SHEETS, HAS BEEN PREPARED FROM A SURVEY MADE UNDER MY DIRECT SUPERVISION DURING THE MONTH OF _____, 2013, AND ACCURATELY REPRESENTS THE PROPERTY DESCRIBED HEREON. I FURTHER CERTIFY THAT THE EXTERIOR BOUNDARIES OF SAID SUBDIVISION ARE, OR WILL BE MONUMENTED IN ACCORDANCE WITH THE "ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS" ADOPTED ON 13 FEBRUARY 2002, AND THAT THE SIZE, LOCATION AND MATERIAL AS SHOWN HEREON ARE ACCURATE AS OF THE DATE OF THIS CERTIFICATION.



EXPIRES 12/31/15



EXPIRES 9/30/2015

KENT M. GROH
 ARIZONA REGISTERED LAND SURVEYOR
 REGISTRATION # 44808
 HOSKIN-RYAN CONSULTANTS, INC.
 PHOENIX, ARIZONA.

GROSS AREA 9.87 AC.

SHEET 1 OF 2

DATE: 2/26/2013

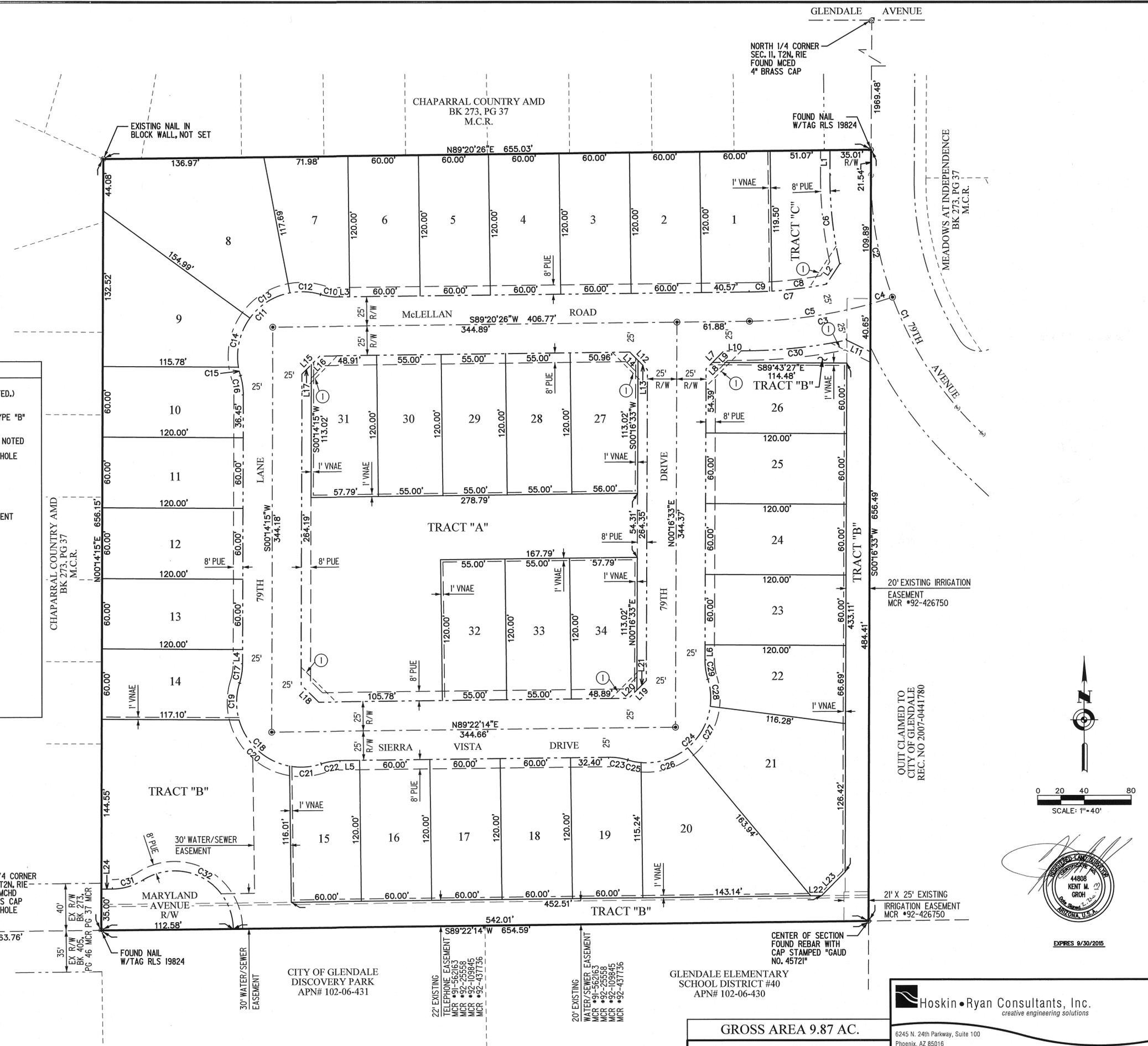
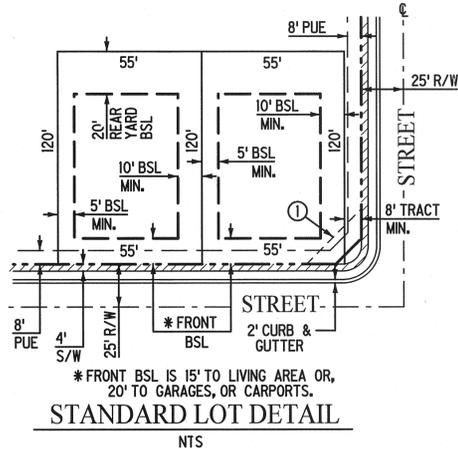


6245 N. 24th Parkway, Suite 100
 Phoenix, AZ 85016
 Office (602) 252-8384 | Fax (602) 252-8385 | www.hoskinryan.com
 Land Planning | Hydrology | Land Development | Civil Infrastructure | Surveying

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	300.00'	246.91'	47°09'23"	S 23°18'09" E	240.00'
C2	300.00'	106.30'	20°18'03"	S 09°52'29" E	105.74'
C3	400.00'	124.07'	17°46'17"	N 80°27'18" E	123.57'
C4	400.00'	19.52'	2°47'46"	N 72°58'02" E	19.52'
C5	400.00'	104.55'	14°58'31"	N 81°51'11" E	104.25'
C6	335.00'	76.41'	13°04'06"	S 06°15'30" E	76.24'
C7	375.00'	66.33'	10°08'04"	N 84°16'24" E	66.24'
C8	375.00'	46.89'	7°09'51"	N 82°47'18" E	46.86'
C9	375.00'	19.44'	2°58'13"	N 87°51'20" E	19.44'
C10	55.00'	16.65'	17°20'29"	S 81°59'19" E	16.58'
C11	55.00'	118.83'	123°47'09"	S 44°47'21" W	97.03'
C12	55.00'	26.37'	27°28'32"	N 87°03'20" W	26.12'
C13	55.00'	41.30'	43°01'13"	S 57°41'47" W	40.33'
C14	55.00'	43.79'	45°36'48"	S 13°22'46" W	42.64'
C15	55.00'	7.37'	7°40'36"	S 13°15'56" E	7.36'
C16	55.00'	16.65'	17°20'29"	N 08°25'59" W	16.58'
C17	55.00'	16.65'	17°20'29"	N 08°54'30" E	16.58'
C18	55.00'	120.52'	125°33'00"	S 45°11'45" E	97.81'
C19	55.00'	31.88'	33°12'50"	S 00°58'20" W	31.44'
C20	55.00'	61.42'	63°58'50"	S 47°37'30" E	58.28'
C21	55.00'	27.22'	28°21'20"	N 86°12'25" E	26.94'
C22	55.00'	16.65'	17°20'29"	S 80°41'59" W	16.58'
C23	55.00'	16.65'	17°20'29"	N 81°57'31" W	16.58'
C24	55.00'	118.82'	123°46'40"	N 44°49'23" E	97.02'
C25	55.00'	11.46'	11°56'18"	S 79°15'26" E	11.44'
C26	55.00'	42.68'	44°27'50"	N 72°32'31" E	41.62'
C27	55.00'	41.30'	43°01'13"	N 28°47'59" E	40.33'
C28	55.00'	23.38'	24°21'19"	N 04°53'17" W	23.20'
C29	55.00'	16.65'	17°20'29"	S 08°23'42" E	16.58'
C30	425.00'	82.92'	11°10'42"	N 83°45'05" E	82.79'
C31	50.00'	27.74'	31°47'18"	N 73°28'35" E	27.39'
C32	50.00'	106.28'	121°47'18"	N 61°31'25" W	87.37'

LINE	BEARING	DISTANCE
L1	S 00°16'33" W	20.97'
L2	S 33°12'24" W	20.84'
L3	S 89°20'26" W	8.81'
L4	S 00°14'15" W	12.17'
L5	S 89°22'14" W	16.70'
L6	N 00°16'33" E	12.99'
L7	N 44°48'29" E	21.39'
L8	N 44°48'29" E	7.87'
L9	N 44°48'29" E	13.52'
L10	N 89°20'26" E	22.29'
L11	S 64°10'35" E	22.69'
L12	S 45°11'31" E	21.04'
L13	N 45°11'31" W	11.22'
L14	N 45°11'31" W	9.82'
L15	N 44°47'21" E	21.38'
L16	N 44°47'21" E	9.98'
L17	N 44°47'21" E	11.40'
L18	N 45°11'45" W	21.05'
L19	S 44°49'23" W	21.38'
L20	N 44°49'23" E	9.98'
L21	N 44°49'23" E	11.40'
L22	N 89°22'14" E	9.37'
L23	S 44°49'23" W	28.51'
L24	N 89°22'14" E	9.37'

LEGEND	
	MONUMENT PER MAG STD. DET. 120-I, TYPE "C" (UNLESS OTHERWISE NOTED.)
	CENTER LINE MONUMENTATION - SET BRASS CAP PER MAG STD. DET. 120-I, TYPE "B" (UNLESS OTHERWISE NOTED.)
	INDICATES EXISTING MONUMENTATION AS NOTED
	INDICATES EXISTING BRASS CAP IN HANDHOLE
	INDICATES EXISTING REBAR AS NOTED
CI	CURVE NUMBER
VNAE	VEHICULAR NON-ACCESS EASEMENT
LPPUE/SWE	LIMITED PURPOSE PUBLIC UTILITY EASEMENT & SIDEWALK EASEMENT
	EASEMENT
	RIGHT-OF-WAY
	CENTERLINE
	BOUNDARY
	SECTION LINE
	EXISTING RIGHT-OF-WAY
	30'x30' UNOBSTRUCTED VIEW EASEMENT
B/C	BACK OF CURB
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
EX COR	EXISTING CORNER
APN	ASSESSOR'S PARCEL NUMBER



Hoskin • Ryan Consultants, Inc.
creative engineering solutions

6245 N. 24th Parkway, Suite 100
Phoenix, AZ 85016
Office (602) 252-8384 | Fax (602) 252-8385 | www.hoskinryan.com
Land Planning | Hydrology | Land Development | Civil Infrastructure | Surveying

GROSS AREA 9.87 AC.

SHEET 2 OF 2

DATE: 2/26/2013

79TH AVENUE AND MARYLAND 12-063



CITY COUNCIL REPORT

Meeting Date: **4/9/2013**
Meeting Type: **Voting**
Title: **INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR FIBER OPTIC CABLE AND CLOSED-CIRCUIT TELEVISION CAMERAS**
Staff Contact: **Cathy Colbath, Interim Executive Director, Transportation Services**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for the construction of Intelligent Transportation Systems (ITS) infrastructure along Cactus, Thunderbird and Greenway Roads, from 55th to 67th Avenues.

Background Summary

Since 2003, the city has made a significant investment in deployment of ITS infrastructure along arterial streets to enhance the management of traffic. These improvements include fiber optic cable and conduit, as well as advanced traffic signal control equipment and closed-circuit television (CCTV) cameras. To date, the city's ITS is comprised of over 60 miles of fiber optic communication cable that allows for remote communication to 140 traffic signals, 95 CCTV cameras and 10 message signs.

This project will construct communications infrastructure along Cactus Road, from 59th to 67th Avenues; Thunderbird Road, from 55th to 67th Avenues; Greenway Road, from 55th to 67th Avenues; 67th Avenue, from Greenway Road to Paradise Lane; and 67th Avenue, from Thunderbird Road to Sweetwater Avenue.

Previous Related Council Action

On April 20, 2011, City Council approved a professional services contract with Lee Engineering for design services using federal design funds.

On September 14, 2010, City Council approved an IGA with ADOT to accept federal funding for design.



CITY COUNCIL REPORT

Community Benefit/Public Involvement

Technology enhancements will continue to provide efficient traffic management for the traveling public, and this construction project will address improvements to the ITS infrastructure along three of the Glendale’s most critical east-west corridors.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$64,357	2210-65005-550800, Smart Signals

The total fiscal impact to the city is \$64,357. The total cost for construction of this ITS project is estimated at \$963,633. This is comprised of \$899,276 in federal Congestion Mitigation and Air Quality (CMAQ) funds, a required city match of \$54,357 and a \$10,000 ADOT review fee the city is required to pay.

A specific project account will be established in Fund 1650, the Transportation Grant Fund, once the agreement is formally executed. City match funding is available in the GO Program Capital Improvement Plan (2210-65005-550800 - Smart Signals). Additional operating and maintenance costs will be absorbed by the current GO Program operating budget (1660-16570-524400 – Intelligent Transportation Systems).

The city was able to secure CMAQ federal funds for this project at the maximum limit of 94.3%. This is a return of almost \$15.00 for every local dollar spent on this project.

Capital expense? Yes No

Budgeted? Yes No

Requesting Budget or Appropriation Transfer? Yes No

If yes, where will the transfer be taken from?

Attachments

Staff Report

Agreement

Resolution



STAFF REPORT

To: **Richard Bowers, Acting City Manager**
From: **Cathy Colbath, Interim Executive Director, Transportation Services**
Item Title: **INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR FIBER OPTIC CABLE AND CLOSED-CIRCUIT TELEVISION CAMERAS**
Requested Council Meeting Date: **4/9/2013**
Meeting Type: **Voting**

PURPOSE

This report provides information to support a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for the construction of Intelligent Transportation Systems (ITS) infrastructure along Cactus, Thunderbird and Greenway roads, from 55th to 67th Avenues. Staff requests that the City Manager place this item on an agenda for City Council action.

BACKGROUND

Since 2003, the city has made a significant investment in deployment of ITS infrastructure along arterial streets to enhance the management of traffic. These improvements include fiber optic cable and conduit, as well as advanced traffic signal control equipment and closed-circuit television (CCTV) cameras. To date, the city's ITS is comprised of over 60 miles of fiber optic communication cable that allows for remote communication to 140 traffic signals, 95 CCTV cameras and 10 message signs.

ITS allows Transportation Services staff to monitor traffic in real time and make changes to signal operations remotely to limit the impact of construction or incidents. Through ITS, staff also has the ability to respond to resident comments and concerns more quickly.

City Council previously approved an IGA with ADOT on September 14, 2010, to accept federal funding for design. Additionally, the City Council approved a professional services contract with Lee Engineering on April 20, 2011, for design services using federal design funds.

ANALYSIS

This project will construct communications infrastructure along Cactus Road, from 59th to 67th Avenues; Thunderbird Road, from 55th to 67th Avenues; Greenway Road, from 55th to 67th Avenues; 67th Avenue, from Greenway Road to Paradise Lane; and 67th Avenue, from Thunderbird Road to Sweetwater Avenue. These locations were selected as part of the expansion of the



STAFF REPORT

strategic plan. There is currently no infrastructure in this area and this project will allow remote communication and CCTV cameras at 12 additional intersections. This project is identified in the Maricopa Association of Governments' (MAG) Transportation Improvement Program (TIP), and these federal funds must be obligated by the end of this fiscal year.

FISCAL IMPACTS

The total fiscal impact to the city is \$64,357. The total cost for construction of this ITS project is estimated at \$963,633. This is comprised of \$899,276 in federal Congestion Mitigation and Air Quality (CMAQ) funds, a required city match of \$54,357 and a \$10,000 ADOT review fee the city is required to pay.

A specific project account will be established in Fund 1650, the Transportation Grant Fund, once the agreement is formally executed. City match funding is available in the GO Program Capital Improvement Plan (2210-65005-550800 - Smart Signals). Additional operating and maintenance costs will be absorbed by the current GO Program operating budget (1660-16570-524400 - Intelligent Transportation Systems).

The city was able to secure CMAQ federal funds for this project at the maximum limit of 94.3%. This is a return of almost \$15.00 for every local dollar spent on this project.

RESOLUTION NO. 4659 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE FIBER OPTIC CABLE AND CCTV CAMERAS PROJECT ALONG CACTUS, THUNDERBIRD AND GREENWAY ROADS.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement with the State of Arizona, Department of Transportation, for the Fiber Optic Cable and CCTV Cameras Project (IGA/JPA 12-154-I) along Cactus, Thunderbird and Greenway Roads be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement 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 _____ day of _____, 2013.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

ADOT File No.: IGA/JPA 12-154-I
AG Contract No.: P001-2012-003982
Project: Fiber Optic Cable &
CCTV Cameras
Section: Various Locations;
Cactus Thunderbird &
Greenway Roads 2.5 miles
Federal-aid No.: CM-GLN-0(223)A
ADOT Project No.: SS847 01C/01D
TIP/STIP No.: GLN12-804
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE

THIS AGREEMENT is entered into this date _____, 2013, under the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City collectively are referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
 3. The work proposed under this Agreement consists of installing 2.5 miles of fiber optic cable and closed circuit television (CCTV) cameras at various locations along Cactus, Thunderbird and Greenway Roads, ("Project"). The City will administer the design and the State will advertise, bid and award the construction of the Project.
 4. The Project lies within the boundary of the City and has been selected by the City, and the survey of the project site has been completed. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.
 5. The City, in order to obtain federal funds for the design and/or construction of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA, including actual construction engineering and administration costs (CE).
 6. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City.
 7. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.
-

8. The federal funds will be used for the construction of the project, including the construction engineering and administration cost (CE).

The current Project costs are as follows:

ADOT Project No. SS847 01C

Federal-aid funds @ 94.3%	\$899,276.00
City's match @ 5.7%	\$ 54,357.00
City's contribution @ 100%	<u>\$.00</u>
State design review fee (SS847 01D)*	\$ 10,000.00
Total Estimated City Funds	\$ 64,357.00
Total Federal Funds	\$ 899,276.00
**TOTAL Project Costs	\$ 963,633.00

* (Included in the City Estimated Funds)

** (Includes 15% CE and 5% Project contingencies)

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

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

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City, if such project is approved by FHWA and project funds are available.

b. Upon execution of this Agreement, and prior to performing or authorizing **any** work, invoice the City for the State's design review fee, currently estimated at **\$10,000.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

c. Upon receipt of the design review fee, on behalf of the City, review and approve documents required by FHWA to qualify certain projects for and to receive federal funds, providing comments to the City as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement.

d. Upon notification by the City of the completion of design and prior to authorization, invoice the City, for the City's share of funds for the construction costs of the Project currently estimated at **\$54,357.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

e. Upon notification from the City of the completion of design, FHWA authorization and with the aid and consent of the City and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the City, to whom the award is made for and enter into a contract(s) with a firm(s) for the construction of the Project.

f. Upon receipt of the local match and any contribution toward construction, submit all documentation required to FHWA with the recommendation that funding be approved for construction. Request the maximum programmed federal funds for the construction of this Project.

g. Upon authorization by FHWA and with the aid and consent of the City and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the City, to whom the award is made for and enter into a contract(s) with a firm(s) for the construction of the Project.

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

i. Notify the City the Project has been completed and is considered acceptable, coordinating with the City as appropriate and to turn over full responsibility of the Project improvements to the City. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within 90 days of final acceptance.

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

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City.

b. Upon execution of this Agreement, and prior to performing or authorizing **any** work, and within thirty (30) days of receipt of an invoice from the State, remit to the State the State's design review fee, currently estimated at **\$10,000.00**.

c. Provide to the State design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Incorporate State design review comments as appropriate.

f. Upon notification by the City of the completion of design and prior to bid advertisement, invoice the City, for the City's share of funds for the construction costs of the Project currently estimated at **\$54,357.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

g. Upon receipt of the local match and any contribution toward construction, submit all documentation required to FHWA with the recommendation that funding be approved for construction. Request the maximum programmed federal funds for the construction of this Project.

h. Upon authorization by FHWA and with the aid and consent of the City and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the City, to whom the award is made for and enter into a contract(s) with a firm(s) for the construction of the Project.

i. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs.

j. Enter into an agreement with the design Consultant(s), which states that the design consultant shall provide services as required and requested throughout the construction phase of the Project.

k. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

l. Hereby grant the State, its agents and/or contractors, without cost, the right to enter City Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary Rights-of-Entry to accomplish among other things, soil and foundation investigations.

m. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the City. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

n. Upon completion of the Project, assume responsibility for maintenance of the Project, at its own expense and as an annual item in its budget. Provide perpetual and proper maintenance.

o. Provide a set of as-built plans upon completion of the construction phase of the Project. An electronic version of the as-built plans shall be forwarded to Arizona Department of Transportation Section.

p. Pursuant to 23 USC 102(b), repay all federal funds and reimbursements for preliminary engineering costs on the Project if it does not advance to right- of- way acquisition or construction within ten (10) years after federal funds were first made available.

r. Upon completion of the Project, agree to accept, maintain and assume full responsibility of the Project in writing.

s. The City will provide eligible inspection services, and be reimbursed for these services. All ADOT policies and procedures will be applicable as coordinated with the Phoenix Construction District (District) and the ADOT Construction Group. The City, District and Construction Group must agree on the City Inspector. The City Engineering Director must provide the ADOT Construction Group (for pre-approval) all required and current certifications and chargeable rates (labor and equipment). The City

Inspector will report to the ADOT Resident Engineer and must comply with all ADOT hardware/software computer requirements; this includes keeping the computer and any information in a secure location. The City Inspector must also utilize ADOT's automated system to complete the required weekly timesheet. The City Inspector will remain an employee of the City and will not be considered an employee of the Arizona Department of Transportation during the term of this Agreement. The City will invoice monthly for reimbursement, all charges must be kept current for both payment and federal reporting purposes. The City will be notified of all approvals by the ADOT Construction Group.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project, including related deposits and/or reimbursements. Any provisions for maintenance/electrical power and/or landscaping maintenance shall be perpetual by the City. Further, this Agreement may be cancelled at any time prior to advertisement of the project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that in the event the City terminates this Agreement the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of construction and construction engineering work under this Agreement is covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to furnish and provide the difference between actual costs and the federal funds received.

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

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

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

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

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

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

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

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

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

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-8998
(602) 712-3132 Fax

For ADOT Financial Matters:
Account Receivables (602) 712-6638
Account Payables (602) 712-8006

City of Glendale
Attn: Trevor Ebersole
5800 West Glenn Drive, Suite 315
Glendale, Arizona 85301
Phone (623) 930-2940
Fax (623) 847-7681

For City Financial Matters:
Diane Goke
5850 West Glendale Avenue
Glendale, AZ 85301

13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

14. Under Arizona Revised Statutes §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes §§ 35-391 and 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

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

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

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

CITY OF GLENDALE

STATE OF ARIZONA

Department of Transportation

By _____
JERRY WEIERS
Mayor

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
PAMELA HANNA
City Clerk

IGA/JPA 12-154-I

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

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

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

DATED this _____ day of _____ 2013.

City Attorney



CITY COUNCIL REPORT

Meeting Date: **4/9/2013**

Meeting Type: **Voting**

Title: **INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF INTELLIGENT TRANSPORTATION SYSTEMS AND INSTALLATION OF DYNAMIC MESSAGE SIGNS**

Staff Contact: **Cathy Colbath, Interim Executive Director, Transportation Services**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for the construction of Intelligent Transportation Systems (ITS) infrastructure along Peoria Avenue, from 43rd to 67th Avenues, as well as the installation of four Dynamic Message Signs (DMS) in the downtown corridor.

Background Summary

Since 2003, the city has made a significant investment in deployment of ITS infrastructure along arterial streets to enhance the management of traffic. These improvements include fiber optic cable and conduit, as well as advanced traffic signal control equipment, closed-circuit television (CCTV) cameras, and DMS. To date, the city's ITS is comprised of over 60 miles of fiber optic communication cable that allows for communication to 140 traffic signals, 95 CCTV cameras, and 10 message signs.

This project will construct communications infrastructure along Peoria Avenue from 43rd to 67th Avenues, and install DMS at the following locations:

- 59th Avenue, just south of Bethany Home Road
- 59th Avenue, just north of Northern Avenue
- Glendale Avenue, just west of 67th Avenue
- Glendale Avenue, just east of 51st Avenue

Previous Related Council Action

On April 20, 2011, City Council approved a professional services contract with Kimley-Horn and Associates, Inc. for design services using federal design funds.

On September 14, 2010, City Council approved an IGA with ADOT to accept federal funding for design.



CITY COUNCIL REPORT

Community Benefit/Public Involvement

Technology enhancements will continue to provide efficient traffic management for the traveling public and this construction project will address improvements to the ITS infrastructure along one of Glendale’s most critical east-west corridors. Additionally, installation of DMS will increase motorists’ awareness of any traffic delays as they enter the downtown corridor.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$68,797	2210-65005-550800, Smart Signals

The total fiscal impact to the city is \$68,797. The total cost for construction of this ITS project is estimated at \$1,041,518. This is comprised of \$972,721 in federal Congestion Mitigation and Air Quality (CMAQ) funds, a required city match of \$58,797 and a \$10,000 ADOT review fee the city is required to pay.

A specific project account will be established in Fund 1650, the Transportation Grant Fund, once the agreement is formally executed. City match funding is available in the GO Program Capital Improvement Plan. Additional operating and maintenance costs will be absorbed by the current GO Program operating budget (1660-16570-524400 – Intelligent Transportation Systems).

The city was able to secure CMAQ federal funds for this project at the maximum limit of 94.3%. This is a return of approximately \$15.00 for every local dollar spent on this project.

Capital Expense? Yes No

Budgeted? Yes No

Requesting Budget or Appropriation Transfer? Yes No

If yes, where will the transfer be taken from?

Attachments

Staff Report

Agreement

Resolution



STAFF REPORT

To: **Richard Bowers, Acting City Manager**
From: **Cathy Colbath, Interim Executive Director, Transportation Services**
Item Title: **INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF INTELLIGENT TRANSPORTATION SYSTEMS AND INSTALLATION OF DYNAMIC MESSAGE SIGNS**
Requested Council Meeting Date: **4/9/2013**
Meeting Type: **Voting**

PURPOSE

This report provides information to support a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for the construction of Intelligent Transportation Systems (ITS) infrastructure along Peoria Avenue, from 43rd to 67th Avenues, as well as the installation of four Dynamic Message Signs (DMS) in the downtown corridor. Staff requests that the City Manager place this item on an agenda for City Council action.

BACKGROUND

Since 2003, the city has made a significant investment in deployment of ITS infrastructure along arterial streets to enhance the management of traffic. These improvements include fiber optic cable and conduit, as well as advanced traffic signal control equipment, closed-circuit television (CCTV) cameras, and DMS. To date, the city's ITS is comprised of over 60 miles of fiber optic communication cable that allows for communication to 140 traffic signals, 95 CCTV cameras, and 10 message signs.

ITS allows Transportation Services staff to monitor traffic in real time and make changes to signal operations remotely to limit the impact of construction or incidents. Through ITS, staff also has the ability to respond to resident comments and concerns more quickly.

City Council previously approved an IGA with ADOT on September 14, 2010, to accept federal funding for design. Additionally, City Council approved a professional services contract with Kimley-Horn and Associates, Inc. on April 20, 2011, for design services using the federal design funds.



STAFF REPORT

ANALYSIS

This project will construct communications infrastructure along Peoria Avenue from 43rd to 67th Avenues, and install DMS at the following locations:

- 59th Avenue, just south of Bethany Home Road
- 59th Avenue, just north of Northern Avenue
- Glendale Avenue, just west of 67th Avenue
- Glendale Avenue, just east of 51st Avenue

These locations were selected as part of the expansion of the strategic plan. There is currently no infrastructure in this area and this project will allow remote communication to six additional intersections and include two CCTV cameras and four DMS.

The DMS locations were selected to provide information to motorists about potential delays at the railroad crossing at 59th and Glendale Avenues, allowing them an opportunity to take an alternate route. This project is identified in the Maricopa Association of Governments' (MAG) Transportation Improvement Program (TIP), and these federal funds must be obligated by the end of this fiscal year.

FISCAL IMPACTS

The total fiscal impact to the city is \$68,797. The total cost for construction of this ITS project is estimated at \$1,041,518. This is comprised of \$972,721 in federal Congestion Mitigation and Air Quality (CMAQ) funds, a required city match of \$58,797 and a \$10,000 ADOT review fee the city is required to pay.

A specific project account will be established in Fund 1650, the Transportation Grant Fund, once the agreement is formally executed. City match funding is available in the GO Program Capital Improvement Plan (2210-65005-550800 – Smart Signals). Additional operating and maintenance costs will be absorbed by the current GO Program operating budget (1660-16570-524400 – Intelligent Transportation Systems).

The city was able to secure CMAQ federal funds for this project at the maximum limit of 94.3%. This is a return of approximately \$15.00 for every local dollar spent on this project.

RESOLUTION NO. 4660 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE VARIABLE MESSAGES SIGNS PROJECT ALONG 59TH AVENUE, GLENDALE AVENUE AND PEORIA AVENUE.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement with the State of Arizona, Department of Transportation, for the Variable Messages Signs Project (IGA/JPA 12-153-I) along 59th Avenue, Glendale Avenue and Peoria Avenue be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement 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 ____ day of _____, 2013.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

ADOT File No.: IGA/JPA 12-153-I
AG Contract No.: P001-2012-003981
Project: Variable Messages Signs
ITS Conduit & Fiber Optic
Section: Various Locations;
59th Avenue, Northern Avenue,
& Bethany Home
Federal-aid No.: CM-GLN-0(221)T
ADOT Project No.: SS845 01C
TIP/STIP No.: GLN13-901
Budget Source Item No.:

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE

THIS AGREEMENT is entered into this date _____, 2013, under Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City collectively are referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
 3. The work proposed under this Agreement consists of the installation of variable message signs, ITS conduit and Fiber Optic cabling at various locations along 59th Avenue as well as Glendale, and Peoria Avenues ("Project"). The City will administer the design and the State will advertise, bid and award the construction of the Project.
 4. The Project lies within the boundary of the City and has been selected by the City, and the survey of the project site has been completed. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.
 5. The City, in order to obtain federal funds for the design and/or construction of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA, including actual construction engineering and administration costs (CE).
 6. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City.
 7. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.
-

8. The federal funds will be used for the construction of the project, including the construction engineering and administration cost (CE).

The current Project costs are as follows:

ADOT Project No. SS845 01C

Federal-aid funds @ 94.3%	\$ 972,721.00
City's match @ 5.7%	\$ 58,797.00
City's contribution @ 100%	\$.00
State design review fee (SS845 01D)*	\$ 10,000.00
Total Estimated City Funds	\$ 68,797.00
Total Federal Funds	\$ 972,721.00
**TOTAL Project Costs	\$1,041,518.00

* (Included in the City Estimated Funds)

** (Includes 15% CE and 5% Project contingencies)

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

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

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City, if such project is approved by FHWA and project funds are available.

b. Upon execution of this Agreement, and prior to performing or authorizing **any** work, invoice the City for the State's design review fee, currently estimated at **\$10,000.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

c. Upon receipt of the design review fee, on behalf of the City, review and approve documents required by FHWA to qualify certain projects for and to receive federal funds, providing comments to the City as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement.

d. Upon notification by the City of the completion of design and prior to authorization, invoice the City, for the City's share of funds for the construction costs of the Project currently estimated at **\$58,797.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

e. Upon notification from the City of the completion of design, FHWA authorization and with the aid and consent of the City and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the City, to whom the award is made for and enter into a contract(s) with a firm(s) for the construction of the Project.

f. Upon receipt of the local match and any contribution toward construction, submit all documentation required to FHWA with the recommendation that funding be approved for construction. Request the maximum programmed federal funds for the construction of this Project.

g. Upon authorization by FHWA and with the aid and consent of the City and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the City, to whom the award is made for and enter into a contract(s) with a firm(s) for the construction of the Project.

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

i. Notify the City the Project has been completed and is considered acceptable, coordinating with the City as appropriate and to turn over full responsibility of the Project improvements to the City. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within 90 days of final acceptance.

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

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City.

b. Upon execution of this Agreement, and prior to performing or authorizing **any** work, and within thirty (30) days of receipt of an invoice from the State, remit to the State the State's design review fee, currently estimated at **\$10,000.00**.

c. Provide to the State design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Incorporate State design review comments as appropriate.

f. Upon notification by the City of the completion of design and prior to bid advertisement, invoice the City, for the City's share of funds for the construction costs of the Project currently estimated at **\$58,797.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

g. Upon receipt of the local match and any contribution toward construction, submit all documentation required to FHWA with the recommendation that funding be approved for construction. Request the maximum programmed federal funds for the construction of this Project.

h. Upon authorization by FHWA and with the aid and consent of the City and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the City, to whom the award is made for and enter into a contract(s) with a firm(s) for the construction of the Project.

i. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs.

j. Enter into an agreement with the design Consultant(s), which states that the design consultant shall provide services as required and requested throughout the construction phase of the Project.

k. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's right-of-way personnel during any right-of-way process performed by the City, if applicable.

l. Hereby grant the State, its agents and/or contractors, without cost, the right to enter City Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary Rights-of-Entry to accomplish among other things, soil and foundation investigations.

m. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the City. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

n. Upon completion of the Project, assume responsibility for maintenance of the Project, at its own expense and as an annual item in its budget. Provide perpetual and proper maintenance.

o. Provide a set of as-built plans upon completion of the construction phase of the Project. An electronic version of the as-built plans shall be forwarded to Arizona Department of Transportation Section.

p. Pursuant to 23 USC 102(b), repay all federal funds and reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within ten (10) years after federal funds were first made available.

r. Upon completion of the Project, agree to accept, maintain and assume full responsibility of the Project in writing.

s. The City will provide eligible inspection services, and be reimbursed for these services. All ADOT policies and procedures will be applicable as coordinated with the Phoenix Construction District (District) and the ADOT Construction Group. The City, District and Construction Group must agree on the City Inspector. The City Engineering Director must provide the ADOT Construction Group (for pre-approval) all required and current certifications and chargeable rates (labor and equipment). The City Inspector will report to the ADOT Resident Engineer and must comply with all ADOT hardware/software

computer requirements; this includes keeping the computer and any information in a secure location. The City Inspector must also utilize ADOT's automated system to complete the required weekly timesheet. The City Inspector will remain an employee of the City and will not be considered an employee of the Arizona Department of Transportation during the term of this Agreement. The City will invoice monthly for reimbursement, all charges must be kept current for both payment and federal reporting purposes. The City will be notified of all approvals by the ADOT Construction Group.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project, including related deposits and/or reimbursements. Any provisions for maintenance/electrical power and/or landscaping maintenance shall be perpetual by the City. Further, this Agreement may be cancelled at any time prior to advertisement of the project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that in the event the City terminates this Agreement the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of construction and construction engineering work under this Agreement is covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to furnish and provide the difference between actual costs and the federal funds received.

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

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

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

7. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

8. To the extent applicable under law, the provisions set forth in A.R.S. §§ 35-214 and 35-215 shall apply to this Agreement.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

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

11. In the event of any controversy arising out of this Agreement, the Parties agree to abide by required arbitration established for public works contracts in A.R.S. § 12-1518.

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

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-8998
(602) 712-3132 Fax

For ADOT Financial Matters:
Account Receivables (602) 712-6638
Account Payables (602) 712-8006

City of Glendale
Attn: Trevor Ebersole
5800 West Glenn Drive, Suite 315
Glendale, Arizona 85301
Phone (623) 930-2940
Fax (623) 847-7681

For City Financial Matters:
Diane Goke
5850 West Glendale Avenue
Glendale, AZ 85301

13. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

14. Under A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. §§ 35-391 and 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

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

16. Under A.R.S. § 11-952(D), attached and by reference incorporated herein, is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

CITY OF GLENDALE

STATE OF ARIZONA

Department of Transportation

By _____
JERRY WEIERS
Mayor

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
PAMELA HANNA
City Clerk

IGA/JPA 12-153-I

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

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

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

DATED this _____ day of _____, 2013.

City Attorney



CITY COUNCIL REPORT

Meeting Date: **4/9/2013**
Meeting Type: **Voting**
Title: **INTERGOVERNMENTAL AGREEMENT WITH LUKE AIR FORCE BASE FOR
LAW ENFORCEMENT SUPPORT**
Staff Contact: **Debora Black, Interim Police Chief**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a Resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with Luke Air Force Base for law enforcement support.

Background Summary

Under this IGA the Glendale Police Department will continue to respond to calls for service on Luke Air Force Base involving civilian personnel on base, or civilian dependents of active duty military. This IGA will remain in effect indefinitely unless formally modified or terminated with 14 days advance notice.

Previous Related Council Action

On May 12, 2009, Council authorized an IGA with LAFB for law enforcement support.

Community Benefit/Public Involvement

This IGA gives the city an opportunity to strengthen connection and shared experiences with base leadership. It allows the city and LAFB to maintain a positive working relationship and support each other in law enforcement efforts.

Attachments

Staff Report

Resolution

Agreement



STAFF REPORT

To: **Richard Bowers, Acting City Manager**
From: **Debora Black, Interim Police Chief**
Item Title: **INTERGOVERNMENTAL AGREEMENT WITH LUKE AIR FORCE BASE FOR
LAW ENFORCEMENT SUPPORT**
Requested Council Meeting Date: **4/9/2013**
Meeting Type: **Voting**

PURPOSE

This report contains information on the proposed intergovernmental agreement (IGA) with Luke Air Force Base (LAFB) for law enforcement support. The purpose of this report is to request the City Manager forward this item to the City Council for their consideration and approval.

BACKGROUND

LAFB has authority and jurisdiction over all incidents that occur on the base. LAFB also has the authority to refer cases involving civilian dependants, retired military personnel, or non-military personnel to the Glendale Police Department for investigation. All Arizona and city statutes and traffic codes are applicable on base property. The city and LAFB have been working together for decades under various IGAs, although the most recent IGA has expired.

Glendale Police Department responds to about 100 calls for service per year at LAFB, with about 40 of those resulting in an investigation. LAFB provides a vehicle storage facility for Glendale Police Department vehicular evidence and asset forfeitures, as well as a training location for motorcycle training and recertification. LAFB and Glendale Police Department conduct joint-training exercise together involving explosives, hostage/barricade situations, and DUI Investigations. They also partner together and assist each other with K9 security sweeps for special/mega events and dignitary visits.

Under this IGA the Glendale Police Department will continue to respond to calls for service involving civilian personnel on base, or civilian dependents of active duty military. This IGA will remain in effect indefinitely unless formally modified or terminated with 14 days advance notice.

ANALYSIS

This IGA gives the city an opportunity to strengthen connection and shared experiences with base leadership. It allows the city and LAFB to maintain a positive working relationship and support each other in law enforcement efforts. I will be recommending that City Council authorize the City Manager to enter into an IGA with LAFB for law enforcement support.

RESOLUTION NO. 4661 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH LUKE AIR FORCE BASE CONCERNING LAW ENFORCEMENT SUPPORT.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an Intergovernmental Agreement with Luke Air Force Base, acting through the 56th Security Forces Squadron, be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk are hereby authorized and directed to execute and deliver any and all necessary documents 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 ____ day of _____, 2013.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Acting City Attorney

REVIEWED BY:

Acting City Manager

iga_LAFB_Police

**Intergovernmental Agreement between
The City of Glendale and Luke Air Force Base**

This agreement is entered into this ___ day of _____, 2013, by and between the City of Glendale, Arizona, a municipal corporation, "City," acting through the Glendale Police Department, "GPD" and Luke Air Force Base, "LAFB," acting through the 56th Security Forces Squadron, "SFS."

I. PURPOSE:

The purpose of this agreement is to outline general responsibilities and procedures for GPD and SFS concerning law enforcement support for LAFB.

II. BACKGROUND:

A. General: The City annexed LAFB in August, 1995. This area is entirely within the geographic boundaries of the City and thus within the jurisdiction of GPD. GPD and SFS will maintain a positive working relationship and support each other in law enforcement efforts.

B. Legislation: City of Glendale Ordinance No. 1846 New Series, adopted by the Mayor and City Council on July 25, 1995, annexed LAFB into the City. In 2010, the LAFB Golf Course was annexed into the City.

C. Jurisdiction: The U.S. Air Force, "Air Force," has proprietary jurisdiction over the property known as LAFB. For the purposes of this agreement, LAFB can be defined as the property contained within the fenced and marked perimeter of the base. Therefore the Air Force has authority and jurisdiction over all incidents that occur on LAFB. They also have authority to refer cases to the GPD for investigation if they choose to do so. All Arizona and Glendale statutes and traffic codes are applicable on LAFB property. Misdemeanor violations may be cited into Glendale City Court and City traffic code violations may be heard by City Hearing Officers. Any question regarding the jurisdiction of a particular criminal investigation shall be resolved by contacting one of the following:

1. Security Forces Commander, 56 SFS/CC
 - a. On duty hours: 623-856-5976
 - b. After duty hours: 623-856-5970 or 5971
2. SFS Investigations: 623-856-6450
3. Air Force Office of Special Investigations: 623-856-6821
4. Judge Advocate Office
 - a. On duty hours: 623-856-6901
 - b. After duty hours: 623-337-6548

III. GENERAL PROVISIONS:

A. Telephone Communications Procedures: For routine calls, SFS will use the telephone numbers above. For emergency calls, the 911 system may be used.

B. Radio Communication Procedures: LAFB will provide LAFB radio frequencies, talkgroup IDs and radio IDs to GPD. This permits SFS to contact GPD on a pre-determined SFS frequency/talkgroup under specific circumstances: to alert GPD on developing emergency or crisis conditions on LAFB, to coordinate traffic activities during special events/visits, and any other circumstances determined necessary by the SFS.

C. Routine Procedures / SFS:

1. The SFS will provide the first response to all incidents occurring on LAFB. Any notification made to 911 dispatchers will be forwarded to the Emergency Control Center (ECC).

2. The SFS will investigate most cases involving military personnel that occur on LAFB.

3. GPD will investigate cases involving military personnel occurring on LAFB, referred to them by SFS, if the case also involves non-military personnel. Examples of typical crimes referred to GPD for investigation include domestic violence, shoplifting, DUI, and juvenile offenses.

4. Calls for GPD assistance on LAFB should originate from the SFS.

a. When the SFS determines that an incident requires GPD assistance, they will promptly request GPD assistance through GPD Communications.

b. Once GPD assistance is requested, the SFS will make every lawful effort to keep all witnesses, suspects, and victims at the scene until GPD units arrive. If this is not feasible, the SFS will obtain the name, address, phone number and place of employment from each person allowed to leave the scene.

c. SFS will assist GPD officers with the following:

(1) Verifying an individual's military status.

(2) Providing a home address and/or work location.

(3) Assist in making the individual available to the GPD officers.

(4) Providing other resources necessary for a thorough investigation.

D. Routine Procedures / GPD:

1. GPD dispatchers will contact SFS for law enforcement assistance upon notification of situations involving incidents or threats towards LAFB personnel or property.
2. GPD officers will investigate all criminal incidents referred to them in accordance with GPD General Orders.
3. GPD officers must document "probable cause" for any and all arrests made.
4. GPD officers entering LAFB to make an arrest, search for evidence, or continue an investigation will coordinate their actions with the SFS.
5. GPD officers will be escorted through all Restricted Areas and Controlled Areas. These areas are clearly delineated by signs and either red lines and/or physical boundaries.

IV. SPECIFIC PROVISIONS:

A. Shoplifting: SFS will request GPD assistance if the suspect is a civilian dependent, retired military member or non-military affiliated. Additionally, SFS will:

1. Respond to the scene of the shoplifting.
2. Review the evidence and if it is confirmed the individual was shoplifting, call GPD to respond.
3. Confiscate the identification card of the individual.

B. Driving Under the Influence (DUI):

1. When the DUI occurs on LAFB, SFS will:
 - a. Detain non-military DUI suspects in their vehicle until a GPD officer arrives.
 - (1) A supplement should always be written by SFS detailing the Probable Cause for the stop and putting the individual behind the wheel; the SFS member may have to go to court to testify.
 - b. Deny the suspect cigarettes, gum, food, or any other substance taken by mouth.
 - (1) If the suspect is allowed water for medical or health reasons, SFS will document the time and amount of water given the suspect.
 - c. In general, only military members will be processed by SFS for DUI; others

including military affiliated (dependents, civilian employees, etc.) will be held for processing by GPD.

2. GPD will:

- a. Respond to calls from the SFS according to established call priority procedures.
- b. Conduct a full battery of field sobriety tests.
- c. Make a determination regarding probable cause for arrest.
- d. Make an arrest for applicable charges when appropriate.
- e. Administer the appropriate alcohol or drug test, as provided by state law.
- f. If the arrestee is not affiliated with the military or the vehicle does not belong on LAFB, remove the arrestee's vehicle from LAFB property by towing or releasing it pursuant to policy to a responsible party.
- g. When the DUI occurs outside LAFB, GPD will contact the ECC when affecting the arrest of a person identified as a military member for DUI. Additionally, when GPD suspects a DUI suspect to be a military member, GPD will contact the ECC to confirm the person's military status.

C. Desertion and other Federal Offenses:

1. SFS will:

- a. Investigate all Federal or military offenses perpetrated by military personnel such as "Impersonating a Military Officer."
- b. Confirm, through military channels, all suspects held on desertion warrants by GPD.
- c. Receive and process all deserters delivered to SFS/Building 179 by GPD.

2. GPD will:

- a. Detain all individuals who are listed in the National Crime Information Center as deserters.
- b. Confirm the desertion warrant through the ECC.
- c. Transport all deserters to the Madison Street Jail or contact ECC for disposition provided there are no further charges against the suspect.

D. Criminal Trespassing:

1. SFS will:

- a. Request GPD assistance for all non-military affiliated personnel found trespassing on LAFB.
- b. Detain all trespassers until they can be released to a GPD officer.
- c. Document all incidents of criminal trespass in the SFS blotter.
- d. When threatened by demonstrators conduct riot control operations, to include the following:
 - (1) Coordinate with GPD and other law enforcement agencies for planning and assistance in controlling demonstrations.
 - (2) Issue a Commander's Proclamation when directed by the Installation Commander or his/her designee.
 - (3) Form and, if necessary, utilize a confrontation management team.
 - (4) Staff a Mobile Processing Facility for documenting trespassers and issuing Barment Letters.
 - (5) Create and staff a temporary holding facility for the detained personnel.

2. GPD will:

- a. Take custody and charge trespassers with the appropriate A.R.S., Title 13 offense.
- b. Provide planning and assistance when dealing with demonstrations.
- c. In aggravating circumstances and in consultation with the Glendale Police Department, civilian and military personnel may be charged with felony trespassing under ARS 13:5002 A.

E. Possession of Narcotics:

1. The SFS will:

- a. Conduct initial investigation of all narcotics cases involving military members in which the SFS is the discovering agency.
- b. Notify Air Force Office of Special Investigations (AFOSI) and/or GPD when

narcotics are discovered in possession of any civilian or military affiliated (dependent, retiree, etc.) suspect.

c. Detain the suspect(s) until AFOSI and/or GPD arrive on-scene and take over the investigation.

d. Confiscate all material of evidentiary value until AFOSI and/or GPD assume responsibility for the investigation and the evidence is properly transferred to the investigating agency.

e. Thoroughly record observations/actions and provide them to AFOSI and/or GPD upon their arrival.

2. GPD will:

a. Respond to calls regarding narcotics from the SFS according to established call priority procedures.

b. Investigate and document narcotics investigations in accordance with existing GPD procedures.

c. Thoroughly document probable cause for any arrest in a narcotics investigation referred to GPD by SFS, including the documentation/information provided to GPD by SFS regarding their observations/actions at the initiation of the investigation.

d. Not participate in the search of vehicles stopped by Security Forces on LAFB or at a gate entering the base.

e. Take notice of the following:

(1) An “alert” from a narcotics trained military working dog provides the SFS with probable cause to continue their investigation; and

(2) The search of a vehicle by the SFS may be required by military regulations even absent probable cause.

F. Special Weapons and Tactics Unit Support:

1. Purpose: The purpose of this section is to outline general responsibilities and procedures for SFS and GPD that will be used in the event of an actual emergency situation requiring the GPD Special Weapons and Tactics Unit (SWAT) and Hostage Negotiation Teams (HNT) (if the Phoenix FBI HNT branch cannot support) to respond to LAFB.

2. Types of incidents for which GPD will provide assistance include barricaded suspects, hostage situations, high-risk warrant execution, sniper, large scale apprehensions (such as confrontation management or civil disturbances) and in support of a LAFB Open House.

3. Jurisdiction: The GPD team will be used as a last resort in any area of the base that falls under proprietary jurisdiction, or if a federal team (FBI, US Marshals Service) cannot respond in a timely manner. When a federal agency arrives on scene they will assume control of the response. The GPD team may assist if the federal agency requests their services. Any questions regarding jurisdiction may be resolved by contacting one of the following:

- a. 56 SFS Commander:
 - (1) During duty hours: 623-856-5976
 - (2) After duty hours: 623-856-5970
- b. Air Force Office of Special Investigations: 623-856-6821
- c. Staff Judge Advocate Office:
 - (1) During duty hours: 623-856-6901
 - (2) After duty hours: 623-337-6548

4. The GPD team may respond anywhere on LAFB when requested; however, special conditions apply because LAFB is a proprietary jurisdiction area.

a. If an emergency situation occurs on LAFB or within areas for which LAFB has jurisdiction which warrants a SWAT response the ECC will notify the SWAT through GPD Communications at 623-930-3000. The SWAT will respond to the location designated by the Incident Commander.

b. The SWAT on-scene commander and the military Incident Commander will work with each other. The SWAT personnel shall remain under the command of a GPD on-scene commander and shall be directed by GPD chain of command. All SWAT actions at the scene of an emergency situation shall be coordinated with the military Incident Commander. This requirement of joint coordination shall not be interpreted to prevent any SWAT member from the use of deadly force in defending either himself or another from imminent death or great bodily harm.

c. If a SWAT must enter LAFB to conduct a follow-up investigation, search for evidence or make an arrest, they shall coordinate their actions through the ECC.

d. Communications between the SFS and the SWAT is critical. The on-scene military and SWAT commanders must ensure everyone who responds to the incident is aware of the other agency's locations and actions. If members of the SWAT need to maintain radio contact with base response team members, radios will be issued through the Security Forces Armory for the duration of the response.

- e. When the FBI's Phoenix HNT is unable to respond, GPD HNT will be called and asked to respond to the crisis.

G. Situations involving the use of K-9 Team Support:

1. GPD K-9 Support.

a. The SFS will:

- (1) Request GPD K-9 assistance when resources are not available on LAFB (assistance may include explosive detection dog, drug detection dog, or K-9 search team).
- (2) Obtain appropriate search authority for narcotics searches.
- (3) Detain any suspects, witnesses, and victims involved in the investigations requiring K-9 support.
- (4) Provide GPD with any documentation or evidence collected upon their arrival.
- (5) Support GPD with Military Working Dog Teams, when requested, as long as the support incurs no cost to the government, does not impact unit readiness, follows guidance outlined in Air Force Instruction 31-202, Military Working Dog Program, and does not violate Posse Comitatus Act.

b. GPD will:

- (1) When requested, provide the appropriate K-9 team, which may consist of an explosive detection dog, drug detection dog, or K-9 search team.
- (2) Search all vehicles and/or buildings for explosives or narcotics as provided by law and as necessary to the investigation.
- (3) Provide post-resolution information and reports to the SFS for reporting through military channels.
- (4) Request Military Working Dog support as long as the request meets directives outlined in the Air Force Instruction 31-202, Military Working Dog Program.

2. LAFB K-9 Support:

- a. Background: On request to a representative of LAFB by a representative of the GPD and with coordination of the Defense Force Commander, Base Judge Advocate and approval of the Installation Commander, or his/her designated

representative, an Explosive Detector Dog “EDD” Team and “spotter” will be dispatched to any point within the jurisdiction for which the GPD exercises jurisdiction.

b. The SFS will provide an EDD Team and “spotter” to any location for which the GPD exercises jurisdiction.

c. The GPD will:

(1) Consider all military and civilian personnel of the Air Force involved in furnishing requested services as its own agents and servants.

(2) Indemnify the United States, the Air Force and all military and civilian personnel of the Air Force for any cost incurred as a result of any claims or civil actions brought by any third person as a result of the services request even though negligently performed, and to pay all costs to settlement or litigation.

(3) Hold the United States and the Air Force harmless for any consequences of services rendered pursuant to this section without regard to whether the services are performed properly or negligently.

d. Any dispatch pursuant to this section is subject to the following conditions:

(1) The EDD and handler must be used together.

(2) The handler must have exclusive control over the search effort and complete access to the search area.

(3) The handler performs the sole task of working their dog and will not take part in any other activities to aid civilian authorities, unless specifically authorized by the Defense Force Commander.

(4) Only the EDD team’s explosive search capabilities will be used. EDD teams will not be used to track persons, search buildings or areas for personnel; or to pursue, attack, hold, or in any way help in apprehending or arresting persons.

(5) EDD teams are not to be used to search persons.

(6) A representative of the requesting agency must stay with the EDD team at all times when they are working. If the dog responds positively, the handler will advise the representative and withdraw or continue in a disassociated area. The handler must not help in uncovering, disarming or moving any explosive device.

(7) The Air Force will not accept responsibility for any damages, assist in setting up a chain of custody nor engage in any other activities to enforce the law in connection with this service. The handler may, if necessary, testify in civil court, but the testimony must be limited to explaining the training received, the past success rates of the EDD, the events leading to employment in this particular search and the results of that search. Any testimony provided by SFS personnel must be IAW AFI 51-301, *Civil Litigation*, Chapter 9.

(8) The Air Force may claim reimbursement for the direct expense of services provided.

(9) Each party waives all claims against every other party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this section. This provision does not waive any right of reimbursement by the Air Force for direct expenses related to the services provided.

H. Situations involving use of the GPD Bomb Squad:

1. The SFS will:

- a. Request GPD Bomb Squad assistance when resources are not available on LAFB or support is requested by the LAFB Explosive Ordinance Disposal Team.
- b. Cordon and evacuate the affected area.
- c. Detain any suspects, witnesses, and personnel familiar with the facility in which the device is located.
- d. Provide GPD with any documentation or evidence collected upon GPD's arrival.

2. GPD will:

- a. Respond with all appropriate bomb investigation and disposal equipment.
- b. Assume responsibility for the situation, when requested by military authorities.
- c. Conduct all incendiary or explosive devices operations in accordance with current GPD procedures.
- d. Provide post-resolution information and reports to the SFS for reporting through military channels.

I. Special Events/Visits:

1. The SFS will:

- a. Be the primary point of contact for all traffic and crowd control duties during all special events/VIP visitation requiring GPD support or coordination.
- b. Invite GPD to all necessary planning meetings to coordinate traffic and crowd control efforts.
- c. Have primary responsibility for managing traffic and crowd control on LAFB.
- d. Based on the threat, plan for riot control, distinguished visitor protection, and response.
- e. Order sufficient barricades, traffic control signs, and cones, for city streets to effectively re-route traffic in accordance with the traffic control plan approved by the city's Transportation Department.

2. GPD will:

- a. Attend all necessary planning meetings to coordinate traffic and crowd control efforts.
- b. Publicize, through Public Service Announcements and local news reports, traffic flow changes the public can expect during special events/visits.
- c. Coordinate any required changes in traffic signals through the Traffic Engineer's Office and the City Electricians.
- d. Perform traffic and crowd control assistance as planned according to staffing and dispatch considerations.
- e. Provide and staff their mobile command center during the event.

J. Case Reports:

1. The SFS will:

- a. Request copies of GPD case reports necessary for documentation of charges against a military member, military dependent, or civilian government employee from GPD Records.
- b. Protect all copies of GPD case reports received from observation and use outside of official channels.

c. Shred all copies of GPD case reports when no longer needed.

2. GPD will:

a. Notify the ECC when an active duty military person is arrested. Coordinate release of active duty military member through the ECC. Provide documented instructions given to released member to ECC when requested.

b. Provide the SFS with copies of case reports involving military members, military dependents, or civilian government employees, when requested.

c. Provide the SFS with any specific handling instructions for GPD case reports.

K. Detained Military Member Release:

1. Military personnel are expected to abide by the laws and regulations of local civilian sovereignties. Civilian law enforcement detainment may occur if military personnel fail to abide by such laws and regulations.

2. The seriousness of charges dictates whether or not the military member will be incarcerated by civilian authorities or released back to military custody.

3. SFS will advise GPD as to the identity of the unit representative(s) that will take custody of the military member. In cases of extreme or unusual circumstances, such as deserters, military personnel absent without leave, or military personnel deemed at significant risk of escape, SFS personnel will take custody of the military member.

4. GPD will:

a. Notify ECC when a detained military member is ready for release back to military control.

b. Provide the following information, if known, to ECC for record purposes

(1) Military member's full name

(2) Rank and branch of service

(3) Date of Birth

(4) Unit and station of assignment

(5) Arrest offense

L. Securing Protection Level Resources Off-Base:

1. Mishaps with resources may occur requiring immediate protection and securing the affected area. If within the confines of the City of Glendale, GPD may be the first to respond.
2. SFS will:
 - a. Coordinate security necessary for resources located off-base with GPD.
 - b. Assume responsibility upon arrival on-scene.
3. GPD will:
 - a. Provide initial response for resource protection.
 - b. Evacuate and rope off area.
 - c. Control and log entry until arrival of SFS members.

V. OFF-BASE WEAPONS ATTACK AGAINST LAFB:

A. The SFS will:

1. Advise GPD whenever there is credible information regarding an off-base location posing or affecting a weapons attack against the installation.
2. Request that appropriate roadblocks be established to cordon the threat area to ensure the safety of personnel.
3. Notify GPD when hostilities have been suppressed and the threat location has been secured.

B. GPD will establish traffic control points at strategic locations around the threat location.

VI. ADDITIONAL SUPPORT:

In the event that GPD exhausts their resources during an investigation or contingency included in this agreement, GPD may request additional support from another law enforcement agency. In such a circumstance, the lead investigative body will be determined by following N.I.M.S. protocols.

VII. TESTING, MAINTENANCE, USE AND TRAINING OF INTOXILYZER 8000:

A. Purpose: To outline general responsibilities and procedures for SFS and GPD concerning the testing, maintenance, use, training and certification of the Intoxilyzer 8000, located in building 179 on LAFB.

B. Background: The SFS maintains an Intoxilyzer 8000 instrument for the assistance in determining Breath Alcohol Level (BrAC). GPD has offered to perform individual instrument maintenance and conduct training for SFS personnel. In exchange for instrument maintenance and training of SFS personnel, SFS has offered the use of the instrument to the GPD as follows:

1. The SFS will:
 - a. Provide monetary costs associated with repair and maintenance of the Intoxilyzer 8000, located at Bldg 179, LAFB. This does not include reimbursing GPD for employment related expenses for the GPD personnel repairing or maintaining the instrument or for providing training to SFS personnel on the use of the instrument.
 - b. Allow GPD patrols requesting use of the Intoxilyzer 8000 to enter LAFB for that purpose.
2. The GPD will:
 - a. Provide training for SFS personnel on the Intoxilyzer 8000.
 - b. Provide individual instrument maintenance and repair as required to keep the instrument operating within established limits.

VIII. STORAGE OF SEIZED VEHICLES:

A. Background: The SFS maintains a secure vehicle impound lot. GPD requested use of the secure vehicle impound lot for storage of up to 30 vehicles.

B. Responsibilities:

1. The SFS will:
 - a. Provide a portion of their impound lot to GPD for the purpose of storing seized vehicles.
 - b. Allow entry into LAFB those personnel identified by the Traffic Lieutenant for the purpose of driving or towing seized vehicles to the impound lot.
 - c. Open the impound lot gates for the GPD so they may deposit or remove vehicles from the impound lot.

2. The GPD will:
 - a. Identify in writing GPD personnel authorized to enter LAFB with seized vehicles for the purpose of storing them in the impound lot.
 - b. Store no more than thirty (30) vehicles in the lot at one time.
 - c. Store only vehicles that have evidentiary value.
 - d. Contact the SFS at (623) 856-5970 prior to storing any vehicle within the impound lot. This will be accomplished so the installation entry controller may be notified of the type of vehicle, the estimated time of arrival, and the name of the person escorting the vehicle onto the installation. In addition, it will allow sufficient time for the impound lot to be opened to accept the vehicle.
 - e. Indemnify and hold harmless the United States, its officers, employees and agents from any claim or lawsuit related to or arising from the storage of these vehicles on LAFB.
 - f. Be ready to remove any vehicles from LAFB within 5 days of notification that the impound lot will be unavailable for reasons of military necessity.
 - g. Assume all responsibility for properly cleaning and sanitizing any fluid leaks from stored vehicles, in accordance with established HAZMAT guidelines.

IX. EMERGENCY SERVICE TEAM AND HOSTAGE NEGOTIATOR SUPPORT:

A. Background: In the past, GPD assisted LAFB in securing and restricting public access to Litchfield Road. This service will no longer be required unless intelligence reports dictate otherwise. This procedural change is based on the fact that the portion of the base east of Litchfield Road can now be secured; however, on occasion LAFB may require Special Weapons and Tactics support. This section operates to provide GPD support when requested by SFS in responding to hostage situations during normal and heightened security postures (Force Protection Conditions).

B. Responsibilities:

1. GPD will:
 - a. Provide an Emergency Response Team and Hostage Negotiators to respond to emergencies on LAFB when available and requested by SFS.
 - b. Cooperate with and aid the SFS to the fullest extent allowable by law, manpower, and equipment constraints.
2. The SFS will:

a. When requesting support of GPD's Emergency Response Team and Hostage negotiators, cooperate with and aid GPD to the fullest extent allowable by law, military directives, manpower, equipment constraints, and Posse Comitatus restrictions.

b. Inform GPD of changes in Force Protection Condition levels at LAFB at the time when SFS requests support from GPD's Emergency Response Team and Hostage Negotiators.

X. FRESH PURSUIT SUPPORT:

A. Purpose: The purpose of this section is to outline general responsibilities and procedures for the SFS and the GPD to provide SFS support in apprehending fleeing suspects. This support consists of aiding in the identification and possible apprehension of individuals, military and civilian who are suspected of committing a major offense on LAFB and have departed LAFB jurisdiction.

B. Background: The Posse Comitatus Act, 18 USC 1385, embodied in AFI 10-801, *Assistance to Civilian Law Enforcement Agencies*, places restrictions upon military law enforcement personnel with regard to how they respond to off-base incidents and as to the support they may provide to local law enforcement agencies. Specifically, SFS personnel are not authorized to respond off base for law enforcement purposes. Additionally, "Fresh Pursuit" on or off base is not allowed for minor traffic violations (i.e., speeding, running a stop sign, broken taillights) or other misdemeanor offenses. "Fresh Pursuit" is justified only when the SFS knows or has reasonable grounds to believe a violator has committed or attempted to commit a major offense. A major offense is one that involves an action or threatened attack which bodily injury (e.g., aggravated assault, armed robbery, murder or arson of an occupied building) are the reasons for "fresh pursuit." Authorization to continue the pursuit off base will be obtained from the on-duty flight sergeant.

C. Responsibilities:

1. The SFS will:

a. Utilize only those vehicles equipped with lights and siren for Fresh Pursuit.

b. Obtain authorization from the on-duty flight sergeant before continuing Fresh Pursuit off base.

c. Conduct authorized Fresh Pursuit at moderate speeds with due regard to public safety. The primary objective during pursuit is to maintain contact with the suspect(s) until GPD can assume responsibilities and apprehend the suspect(s).

- d. Notify the SFS Operations Superintendent or SFS Operations Officer as soon as possible that Fresh Pursuit has been initiated.
 - e. Notify GPD and request they assume the pursuit. In addition, the ECC will inform GPD of the reason for pursuit, description of the suspect vehicle, location and direction of travel, as well as provide updates as the situation changes.
 - f. Cease Fresh Pursuit once GPD assumes responsibility and provide assistance as necessary.
 - g. Detain suspect(s) in the event they are stopped prior to the arrival of GPD.
2. GPD will:
- a. Dispatch patrols as deemed necessary to attempt to stop the vehicle.
 - b. Identify the occupants upon stopping the vehicle or arriving on scene.
 - c. Provide the responding SFS patrol with the full identification and description of the occupant(s).
 - d. All evidence pertaining to the offense committed on LAFB and confiscated by civilian authorities will be receipted for on an Air Force Form 52, and released to SFS.
 - e. Release the occupants of the vehicle, if not charged with an offense by civil authorities, to SFS custody when their presence is needed to investigate the offenses that occurred on LAFB.

XI. DOMESTIC VIOLENCE:

- A. Purpose: To facilitate the exchange of information, case investigation, cases involving civilian alleged offenders, jurisdiction and coordination of efforts and assets in domestic violence cases involving active duty military personnel and their family members.
- B. General: This section does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This section is intended exclusively to provide guidance and documents an agreement for general support between LAFB and GPD. Nothing contained herein creates or extends any right, privilege, or benefit to any person or entity. See *United States v Caceres*, 440 U.S. 741 (1979).
- C. Personnel from LAFB SFS and from GPD shall meet, as necessary and appropriate, to discuss open cases involving active duty service members and to share information regarding reciprocal investigations.

D. Responsibilities:

1. GPD will:

- a. When responding to or investigating domestic violence cases, ascertain whether the alleged offender is an active duty service member. If the alleged offender is an active duty service member, the responding officer(s) will note this in the offense report check boxes. The LAFB Liaison officer will regularly pull these reports and forward them to LAFB.
- b. When GPD becomes aware of a violation of a term or provision of a military protection order (MPO), the responding GPD officer(s) shall notify the designated representative from LAFB of the violation.
- c. Provide LAFB with an area for LAFB investigators to conduct interviews of active duty service members and their family members who are involved in domestic violence incidents.
- d. When appropriate, conduct joint investigations with LAFB if incidents of domestic violence involve active duty service members and their family members.
- e. As new law enforcement officers begin duty with GPD, provide them through their immediate supervisor, copies of this agreement and basic instructions for effectuating the provisions of this agreement.

2. SFS will:

- a. Designate an individual to act as liaison to GPD and to receive copies of incident/investigation reports stemming from an incident occurring off the installation and civilian protective orders (CPOs) involving active duty service members and their family members.
- b. Upon receipt of a copy of an incident/investigation report stemming from incidents occurring off the installation or a CPO involving an active duty service member and his/her family member, LAFB shall immediately notify the service member's command.
- c. When LAFB receives a copy of an MPO from a service member's command, and if that service member is living off the installation, LAFB shall forward a copy of the MPO to GPD.
- d. Provide GPD with an area for police officers or investigators to conduct interviews of active duty service members and their family members who are involved in domestic violence incidents.
- e. When appropriate, conduct joint investigations with GPD if incidents of

domestic violence involve active duty service members and their family members.

f. Assist GPD when investigating cases that occurred off base by providing information such as medical records, service records, and incident/investigation reports from incidents occurring under the jurisdiction of LAFB in accordance with the provisions of the Privacy Act, 5 USC 552(a).

g. When responding to domestic violence orders involving civilian alleged offenders, SFS can detain the civilian offender until GPD is able to respond to the scene. This is specifically allowed under AFMAN 31-201 v2, para. 2.1.2, which states "Civilians may be detained for offenses committed on a military installation. Since civilians are not normally subject to the UCMJ, refer civilian violators to a US Magistrate for judicial disposition or to the local civil authorities having jurisdiction."

h. As new personnel begin duty with SFS, their immediate supervisor will instruct them IAW this agreement and basic instructions on effectuating the provisions of this agreement.

XII. WARRANTS AND CIVIL PROCESS:

A. Warrants: The following actions apply to the execution of routine warrants of arrest on LAFB:

1. It is understood that warrant abstracts, teletype warrant abstracts and certified copies of warrants of arrest are the legal equivalents of original warrants of arrest.
2. GPD shall telephone the ECC at 623-856-5971 to advise of the warrant of arrest of a military member, dependent of a military member or civilian employee located at LAFB. The information will contain the name of person to be arrested, his or her on-base location, if known, and the court charges, amount of bail and the date the warrant was issued. The ECC shall provide GPD guidance and assistance IAW Air Force policy.

B. Service of Civil Process: Requests for service of process on members of U.S. Armed Forces and civilians physically located on the base will be honored and arranged as expeditiously as possible. GPD will contact the ECC (623-856-5970) to request assistance with service of process; this shall be during normal weekdays and working hours by telephoning prior to arrival to arrange service. GPD will provide the name of the person to be served and his/her on-base location, if known. SFS shall ensure that all steps are taken to effectuate service. GPD may request immediate service of process outside of the normal weekday, working hours for Orders of Protection or Injunctions Against Harassment or matters of a similar nature. In these limited circumstances the SFS/CC will act as the designated authority for such requests.

XIII. ADMINISTRATION:

This IGA is implemented upon signature of all parties. The OPR for this agreement is 56 SFS/S5SX.

XIV. AGREEMENT AND ADMINISTRATION:

This IGA is effective on the date of final signature. This agreement may be terminated in writing, at anytime, by either party. Notice of termination will be given 14 days in advance of termination. The IGA remains in effect indefinitely unless formally modified or terminated earlier in writing upon request of any incumbent signatory.

XV. SUDAN AND IRAN:

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

SEAN R. GIBBS, Maj. USAF
Commander, 56th Security Forces Squadron

NATHAN C. MOONEY II, Col, USAF
Commander, 56th Mission Support Group

MICHAEL D. ROTHSTEIN
Brigadier General, USAF
Commander, 56th Fighter Wing

CITY OF GLENDALE, an Arizona
municipal corporation

City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney



CITY COUNCIL REPORT

Meeting Date: **4/9/2013**
Meeting Type: **Voting**
Title: **PROFESSIONAL SERVICE PROVIDER AGREEMENT WITH RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY**
Staff Contact: **Debora Black, Interim Police Chief**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a Resolution authorizing the City Manager to enter into a Professional Service Provider Agreement with Rutgers, the State University of New Jersey.

Background Summary

This is a grant offered through the National Institute of Justice through Rutgers. Rutgers developed a process called the Risk Terrain Modeling (RTM). RTM uses Geographic Information Systems to assess the "risk" of crime. The goal of RTM is to predict and prevent future crime. Glendale Police Department was chosen due to their great reputation as a problem-solving agency.

With Rutgers assistance, the Glendale Police Department's crime analyst will develop RTM maps for several crime types, and the Police Department will then determine which crime type they believe they can develop effective strategies to combat. If approved, Rutgers will provide up to \$30,000 in overtime funding over the next two years for the Police Department to staff the future enforcement and prevention strategies associated with the RTM process.

Budget and Financial Impacts

The grant award totals \$30,000. There is no financial match required for this grant. A specific account will be established in Fund 1840, the city's grant fund, once the grant is accepted.

Attachments

Staff Report

Resolution



STAFF REPORT

To: **Richard Bowers, Acting City Manager**
From: **Debora Black, Interim Police Chief**
Item Title: **PROFESSIONAL SERVICE PROVIDER AGREEMENT WITH RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY**
Requested Council Meeting Date: **4/9/2013**
Meeting Type: **Voting**

PURPOSE

This report contains information on the proposed Professional Service Provider Agreement with Rutgers, the State University of New Jersey. The purpose of this report is to request the City Manager forward this item to the City Council for their consideration and approval.

BACKGROUND

This is a grant offered through the National Institute of Justice through Rutgers. Rutgers developed a process called the Risk Terrain Modeling (RTM). RTM uses Geographic Information Systems to assess the "risk" of crime. The goal of RTM is to predict and prevent future crime. Rutgers is partnering with six police departments across the nation to test their RTM process; the five other departments are located in: Arlington, TX; Chicago, IL; Colorado Springs, CO; Kansas City, MO; and Newark, NJ. Glendale Police Department was chosen due to their great reputation as a problem-solving agency. If approved, Rutgers will provide up to \$30,000 in overtime funding over the next two years for the Police Department to staff the future enforcement and prevention strategies associated with the RTM process.

With Rutgers assistance, the Glendale Police Department's crime analyst will develop RTM maps for several crime types, and the Police Department will then determine which crime type they believe they can develop effective strategies to combat. Many of these strategies will depend on the risk factors of that particular crime type. The Police Department staff will work with Rutgers to develop appropriate enforcement strategies for the geographic area that is highlighted, and for the crime type they feel can best be prevented. The Police Department will then put those strategies in place with existing officers and tactics, as well as officers on overtime paid by Rutgers, without affecting other services provided by the Police Department. Once the Police Department does the pre-analysis, and responds to the problem, they will assess the predictive ability of the RTM process, as well as how well it has prevented the chosen crime from occurring. With the assistance of all the participating agencies, Rutgers will develop a research paper to inform police departments nationwide on the performance of RTM and how to use it effectively.



STAFF REPORT

ANALYSIS

I will be recommending that City Council authorize the City Manager to enter into a Professional Service Provider Agreement with Rutgers, the State University of New Jersey.

The Glendale Police Department will put chosen strategies in place with existing officers and tactics, as well as officers on overtime paid by Rutgers, without affecting other services provided by the Police Department. This partnership affords the Police Department an opportunity to be further recognized.

Rutgers launched the project on January 1, 2013, so it is important that the Police Department bring this forward soon, so that the city can begin participating.

FISCAL IMPACTS

If approved by Council, this agreement will allow Rutgers to reimburse the Glendale Police Department up to \$30,000 in overtime for the project over the next two years. There will be no cost to the city associated with software, licensing, training, etc. Any costs associated with this project will be covered by Rutgers.

RESOLUTION NO. 4662 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A PROFESSIONAL SERVICE PROVIDER AGREEMENT WITH RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY FOR THE RISK TERRAIN MODELING.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that a Professional Service Provider Agreement with Rutgers, the State University of New Jersey for the Risk Terrain Modeling be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement 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 ____ day of _____, 2013.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

This Professional Service Provider Agreement (“Agreement”), entered into on February 01, 2013 by and between Rutgers, The State University of New Jersey (“Rutgers”) and the City of Glendale, an Arizona municipal corporation (“Service Provider”).

Scope of Services

Service Provider agrees to perform the services described in Exhibit A, Scope of Work (“Services”).

Payment

Conditioned upon Service Provider’s performance of the Services in accordance with this Agreement, Rutgers will pay Service Provider the amounts defined in Exhibit A as the Fees. The Fees specified in Exhibit A represent Rutgers’ total financial commitment to Service Provider for all Services and deliverables, applicable taxes, and other obligations under this Agreement. Rutgers is not subject to any sales or use taxes and such taxes will not be included in the Fees charged by Service Provider. Service Provider will provide invoices directly to the Project Director identified in Exhibit A.

Undisputed invoices will be paid within 30 days of receipt of invoice to the Service Provider.

Term

The term of this Agreement is from January 01, 2013 to December 31, 2014, unless otherwise terminated in accordance with this Agreement. Services may not begin nor payment authorized prior to execution of this Agreement by an authorized signatory in Rutgers University Procurement Services.

Termination

Rutgers may terminate this Agreement in whole or in part at any time without cause upon at least 15 days written notice to Service Provider. If this Agreement is a subcontract (with Rutgers being the contractor to another party, and Service Provider being Rutgers’ subcontractor), then Rutgers may immediately terminate this Agreement upon written notice to Service Provider if the prime contract is terminated for any reason.

Rutgers may terminate this Agreement upon at least 10 days written notice to Service Provider, for Service Provider’s breach of this Agreement unless during such notice period, Service Provider fully cures the breach to Rutgers reasonable satisfaction.

Service Provider may terminate this Agreement upon at least 30 days written notice to Rutgers, for Rutgers’ failure to pay any undisputed amounts then due, unless during such notice period Rutgers fully cures the breach.

If Rutgers terminates this Agreement without cause, Rutgers will promptly pay Service Provider for its Services performed through the effective date of termination, in accordance with the terms of this Agreement.

In the event of any termination, or at any time upon Rutgers’ request, Service Provider will: (i) immediately return to Rutgers any Rutgers proprietary materials and information in Service Provider’s possession or control, including, without limitation all Rutgers Confidential Information and any deliverables then under development; and (ii) at Rutgers’ request, cooperate with Rutgers in the transition of the work performed under this Agreement to Rutgers or its designee.

Any provisions of this Agreement (including, but not limited to, confidentiality and indemnity obligations) that by their nature extend beyond termination will remain in effect in accordance with their terms.

Performance of Services

Service Provider will perform the Services in a timely manner and in accordance with any project schedule set forth in Exhibit A. The parties agree that “time is of the essence” with respect to Service Provider’s performance.

Service Provider will assign qualified and experienced personnel to perform the Services. Where Exhibit A identifies specific Service Provider personnel, these individuals will remain assigned to provide the Services throughout the term of this Agreement, in accordance with their roles and responsibilities identified in Exhibit A, unless otherwise approved in writing by Rutgers. If Rutgers objects to the manner of performance of any Service Provider personnel (including any third party contractors or agents of Service Provider), Service Provider will promptly take all necessary actions to

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.

rectify the objections, including, if requested by Rutgers, the prompt removal of the individual from the provision of Services to Rutgers. If it becomes necessary to replace any personnel, Service Provider will provide as a replacement a person with equivalent or better qualifications, as approved by Rutgers (such approval not to be unreasonably withheld).

Rutgers will have a reasonable opportunity (not to exceed 30 days, unless otherwise specified in Exhibit A) to review all deliverables or Services provided to Rutgers under this Agreement. If Rutgers informs Service Provider of a deficiency in the deliverables or Services, Service Provider will promptly make corrections and re-submit them to Rutgers for review and approval. Service Provider will not charge Rutgers for the time and expense in making corrections to deliverables that fail to comply with the requirements of this Agreement. If Service Provider is not able to timely make all appropriate corrections, Rutgers may elect to terminate this Agreement, in which event Service Provider will promptly refund any amounts previously paid by Rutgers for work not performed in accordance with this Agreement. Nothing in this clause will excuse Service Provider from meeting any delivery or project schedule set forth in Exhibit A.

Service Provider will provide timely and complete status and other reasonable reports to the Rutgers Project Director at least once each month or as otherwise required by Exhibit A. Status reports will identify anticipated or actual project delays or issues in reasonable detail. If Service Provider believes that Rutgers is failing to perform any activity or obligation that will delay or interfere with Service Provider's performance of this Agreement, Service Provider will promptly, notify the Rutgers Project Director in writing, and will cooperate with Rutgers efforts to resolve the matter. Rutgers' failure to perform any activity or obligation will not excuse Service Provider's delay or nonperformance, unless Service Provider provides timely notice to Rutgers in accordance with this Agreement.

Service Provider will perform the Services in accordance with all applicable laws, rules and regulations, including equal employment opportunity and import and export control laws and regulations. If Services are funded through a government grant or contract, Service Provider will comply with all laws, regulations, standards, and rules applicable to such grant or contract, as if they were fully set forth in this Agreement.

Indemnification

Service Provider will indemnify, hold harmless and defend Rutgers, its governors, officers, faculty, students, agents, and employees against any and all damages, suits, actions, claims, liabilities, losses, judgments, costs and expenses arising out of or relating to (i) any personal or bodily injury (including death) or property damage caused by Service Provider's negligent, willful, or unlawful acts or omissions or breach of this Agreement, (ii) breach of Service Provider's confidentiality obligations, or (iii) an infringement or misappropriation of any third party intellectual property or proprietary rights (including, without limitation, trademark, trade secret, copyright or patent) by the Services or Work Product.

Insurance

Service Provider shall maintain a sufficient self-insured liability fund, as required by Arizona law.

Ownership Rights

Service Provider shall disclose promptly to Rutgers all inventions, discoveries, formulas, processes, computer programs, algorithms, designs, trade secrets, works of authorship whether or not fixed in a tangible medium of expression and other information and know-how (collectively hereinafter "Work Product") made, discovered or developed by Service Provider either alone or in conjunction with any other person or entity during the term of this agreement. Service Provider agrees that all Work Product made, discovered, developed, authored, prepared or conceived by Service Provider in connection with the furtherance of this agreement whether alone or in combination with another, whether or not on Rutgers' premises, shall belong solely and exclusively to Rutgers. Service Provider acknowledges that no rights whatsoever in the Work Product are retained by Service Provider including the right to prepare derivative works and that any work of authorship shall be deemed a work made for hire.

Service Provider agrees to and hereby does assign all right, title and interest in and to any Work Product to Rutgers. Rutgers shall have the right to apply for, prosecute, obtain, retain and transfer any and all copyrights, trademarks, registrations, patents or any such similar right or property interest arising from or in connection with the Work Product. Service Provider agrees to cooperate with and provide all reasonable assistance to Rutgers, its designees, assignees or licensees in connection with the foregoing.

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.

Notwithstanding the foregoing, Service Provider will retain ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Work Product, provided that Service Provider will inform Rutgers in writing before incorporating any pre-existing material or pre-existing intellectual property into the Work Product. Service Provider hereby grants Rutgers a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense) to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing materials and intellectual property as may be incorporated into the Work Product or otherwise provided to Rutgers in the course of performing the Services.

Warranties

Rutgers and Service Provider hereby represent and warrant that (i) each party has the legal capacity to execute and perform this Agreement; and (ii) that this Agreement is not fully executed until the issuance of a Rutgers Purchase Order to Service Provider.

Service Provider represents and warrants (i) that it is not debarred, suspended, proposed for debarment, declared ineligible; (ii) that the execution and performance of this Agreement by Service Provider does not, and will not, violate or conflict with the terms of any existing agreement or understanding to which Service Provider is a party; (iii) that the execution and performance of this Agreement by Service Provider does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding on Service Provider; (iv) that Service Provider knows of no reason why Service Provider is in any way (physically, legally or otherwise) precluded from performing the obligations under this Agreement in accordance with its terms; and (v) that it does not have any non-disclosure, confidentiality, non-competition or other similar obligations to any current or former employer or any other person or entity, concerning proprietary, secret or confidential information used in this Agreement

Service Provider shall not disclose to Rutgers or induce Rutgers to use any proprietary, secret or confidential information or material belonging to others, including any current or former employers or persons with whom Service Provider has had a consulting arrangement.

In addition, Service Provider warrants that it will perform the Services (i) in a diligent and highly professional manner, (ii) in accordance with applicable law; and (iii) through experienced individuals qualified to perform the Services. Service Provider will obtain all required governmental and third-party licenses, approvals, and permits appropriate for the provision of Services and deliverables.

Further, Service Provider warrants that all deliverables will be developed in accordance with the quality standards of the applicable industry, and will meet in all respects the requirements set forth in Exhibit A. Service Provider further warrants that the Services and deliverables will not infringe or misappropriate the rights of any third party, and that Service Provider has all power and authority to convey ownership of the Services and deliverables to Rutgers in accordance with this Agreement.

Service Provider warrants that there exists no actual, potential or appearance of conflict between Service Provider and Rutgers. Furthermore, Service Provider represents that it has not offered (and will not offer during the term of this Agreement) any compensation, reward, gift, favor, service, outside employment, reimbursement of expenses, loan, ownership interest, or anything else of value, to any officer, employee, or faculty member of Rutgers as an inducement to enter into or renew this Agreement. Service Provider will notify Rutgers in writing of any change in conditions that might give the appearance of a conflict of interest.

Remedies

Service Provider acknowledges that Rutgers will be irreparably harmed if Service Provider's obligations hereunder are not specifically enforced and that Rutgers would not have an adequate remedy at law in the event of an actual or threatened violation by Service Provider of its obligations hereunder. Therefore, Service Provider agrees and consents that Rutgers shall be entitled to an injunction, including preliminary, or any appropriate decree of specific performance for any actual or threatened violation or breaches by Service Provider or any agent of Service Provider, without the posting of any bond, and such other relief as may be just and proper, including the right to recover all losses or damages suffered by Rutgers resulting from any such breach or threatened breach. Service Provider further agrees that, in such event, Service Provider shall reimburse Rutgers for its attorneys' fees and costs. In the event Rutgers applies to seal any papers produced or filed in any judicial proceedings to preserve confidentiality, Service Provider specifically agrees not

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.

to oppose such application and to use its best efforts to join such application.

Relationship of the Parties

Service Provider is an independent contractor, and nothing in this Agreement constitutes the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

Furthermore, Service Provider and its employees or agents, are not, and shall not be considered, employees of Rutgers. Service Provider acknowledges full responsibility for compliance with all Federal, State, and City tax regulations regarding taxes that may accrue for the Services, including expenses, if any, paid to Service Provider as a result of services rendered to Rutgers. Further, Rutgers will not provide any medical, health, insurance or similar plans or workers' compensation or any other benefit whatsoever to Service Provider, its agents or employees.

Service Provider has no actual authority, nor shall the Service Provider give the impression of having apparent authority, to bind or represent Rutgers with regard to any third parties.

Confidential Information

Service Provider will treat as confidential all data, records, accounts, and other information regarding Rutgers and its affiliates that become known to Service Provider or is generated by Service Provider through its activities hereunder, including information regarding Rutgers and its affiliates' operations, policies, procedures, faculty, employees, students, information technology systems, and financial information and plans ("Rutgers Confidential Information"). Rutgers Confidential Information includes the Services and deliverables. Service Provider's confidentiality obligations include establishing and maintaining appropriate safeguards, procedures, and systems to avoid the unauthorized destruction, loss, alteration, access to, or disclosure of any Rutgers Confidential Information, in accordance with the standards of the applicable industry and as otherwise required by applicable law.

Rutgers will treat as confidential all of Service Provider's proprietary methodologies, software and materials that Service Provider provides to Rutgers hereunder and which are marked "Confidential" or "Proprietary" ("Service Provider Confidential Information"). In no event will Service Provider Confidential Information be deemed to include any Rutgers Confidential Information.

During and after the term of this Agreement, neither party will use nor disclose the other party's Confidential Information, except for the purpose of providing, receiving or using the Services in accordance with this Agreement, or as may be required by law, regulation or court order. Service Provider will obtain from all subcontractors and agents authorized to perform the Services under this Agreement a signed written statement agreeing to the confidentiality provisions herein.

The obligations of confidentiality under this Section do not apply to any information to the extent it: (i) was known to the receiving party prior to such party's receipt of or access to that information under this Agreement, (ii) was or becomes a matter of public information or publicly available through no act or failure to act on the part of the receiving party, (iii) is acquired from a third party entitled to disclose the information without obligation of confidentiality, or (iv) is developed independently and without use of the disclosing party's Confidential Information.

Use of Name

Service Provider will not use the name, insignia, or symbols of Rutgers, its faculties or departments, or any variations or combination thereof, or the name of any governors, faculty member, other employee, or student of Rutgers for any purpose whatsoever without Rutgers' prior written consent.

Access to Records

Rutgers shall have full access to records, including, but not limited to financial records, in connection with this Agreement. All financial records must be maintained separately from all other accounts and shall be subject to audit by Rutgers at any time.

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.

Notices

All progress reports to be delivered to the Rutgers Project Director as outlined in Exhibit A.

All other written notices regarding this Agreement shall be addressed to the Authorized Purchasing Buyer at Rutgers and addressed as follows:

Rutgers, The State University of New Jersey
University Procurement Services
3 Rutgers Plaza, 2nd Fl.
New Brunswick, NJ 08901
(848) 932-4375
(732) 932-4390 (FAX)

All written notices to be delivered to Service Provider shall be addressed to:

Glendale Police Department
C/O Police Chief
6835 N. 57th Drive
Glendale, AZ 85301
623-930-3059 (phone)

With a copy to:
Glendale City Attorney
5850 West Glendale Avenue
Glendale, AZ 85301

Either party may change its addressee or other information by providing written notice thereof to the other party.

Miscellaneous Terms and Conditions

Service Provider agrees that, during its engagement by Rutgers and for a period of twelve (12) months thereafter, it will not and will not attempt to, directly or indirectly, influence, solicit or canvass, any employee of Rutgers, to work for Service Provider or any individual, partnership, firm, corporation, or other entity associated with Service Provider.

Service Provider, during the period of this Agreement, shall not, without prior written consent of Rutgers, enter into any arrangement that will conflict with the task undertaken pursuant to this Agreement.

Service Provider shall not assign, delegate or subcontract any of the work or services covered by this Agreement, nor shall any interest in this Agreement be assigned or transferred, without prior written approval of Rutgers.

This Agreement shall be construed in accordance with the laws of the state of Arizona. The parties agree that any and all disputes arising out of this Agreement shall be filed and heard in the Arizona Superior Court, Maricopa County or the United States District Court for the District of Arizona, and the parties hereto consent to the jurisdiction of said courts.

This Agreement shall not confer any rights or remedies upon any third-party other than the parties to this Agreement and their respective successors and permitted assigns.

If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.

provision or otherwise.

Prohibition on Business with Sudan or Iran

Both parties certify under A.R.S. §§ 35-391 et seq. and 35-393 et seq. that they do not have, and during the term of this MOU will not have, “scrutinized” business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

This Agreement constitutes the entire understanding between Rutgers and Service Provider. This Agreement shall not be binding unless executed in writing by Rutgers and Service Provider and accompanied by the issuance of a Rutgers Purchase Order. Any amendment must be made in writing, signed by both parties, and evidenced with the issuance of a Change Order. Any variance from or addition to the terms and conditions of this Agreement in any present or future invoice or other document delivered by Service Provider will be void and of no effect unless agreed to in writing by an authorized representative of Rutgers.

Acceptance by Service Provider of the Terms of this Service Provider Agreement and Agreement to Perform Such Services if authorized by Purchasing:

SERVICE PROVIDER:

Name: Horatio Skeete

Title: Acting City Manager

Date: _____

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL APPROVED IN WRITING BELOW BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS.

Acknowledgment of Project Director and Dean, director or Vice President that the Project Director is requesting University Procurement Services to authorize performance of these services under the terms and conditions of this Service Provider Agreement:

PROJECT DIRECTOR:

Name: Leslie Kennedy, Ph.D.

Title: Faculty, Rutgers School of Criminal Justice

Date: February 01, 2013

DEAN, VICE PRESIDENT, OR DIRECTOR:

Name: Todd Clear, Ph.D.

Title: Dean, Rutgers School of Criminal Justice

Date: February 01, 2013

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.

Approval of Service Provider Agreement and authorization to Service Provider to commence work; UNIVERSITY PROCUREMENT SERVICES:

Name:

Title:

Date:

**EXHIBIT A
SCOPE OF
WORK**

Description of Services:

This section should provide detail regarding the work to be performed, milestones and deliverables for this order. Please use additional pages and provide additional specifications as required.

1. Provide a detailed explanation of the services to be performed (What is your need and how will the Service Provider meet those needs):

The Glendale Police Department will complete the following tasks for the Project Team as part of the Risk Terrain Modeling Experiment and will invoice Rutgers University monthly with timecards/receipts for all expenses:

1. Identify many crime types for which risk terrain maps will be created and validated for the City of Glendale, AZ including assault, robbery, burglary, auto theft, theft from auto, narcotics, and weapons offenses if applicable.
2. Provide all crime data from calendar year 2012 (i.e., one year before project start date) through project end (i.e., 2014).
3. Provide point-level (i.e., street address or XY coordinate) crime incident data.
4. Provide the practical experience-based justification for the use of certain risk factors related to each crime type.
5. Provide information on all calls-for-service made to the police department from calendar year 2012 (i.e., one year before project start date) through project end (i.e., 2014). These data will be exported from the agency's Computer Aided Dispatch (CAD) system.
6. Provide locational data on environmental features commonly considered as crime generators or attractors, such as liquor establishments, transportation hubs, public housing, drug markets, gang territory, etc.
7. In Year Two, implement customized interventions, taking the lead on developing an intervention strategy to suppress and prevent the priority crime problem.

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.

2. Who will be responsible for performing the services? Please provide names of individuals who will be completing the services in connection with this Scope of Work.

Glendale Police Department will pay officers and/or analysts overtime hours for their work on the project. This team will work closely with the Research Team to complete project deliverables.

3. Provide the name and contact information for the Rutgers Project Director. The Rutgers Project Director will: (1) have sole authority to accept deliverables; (2) receive status reports and attend project meetings; (3) serve as the primary interface between Rutgers and Service Provider; and (4) administer and have sole authority to review any requests by Service Provider to amend this Agreement.

Dr. Leslie Kennedy
123 Washington Street
Newark, NJ 07102
kennedy@andromeda.rutgers.edu

4. What are the milestones and deliverables required during the project? Include a project schedule.

See #1 for details on deliverables required. Deliverables #1-6 will take place in the first year, and the final deliverable will take place in the second and final year, although the timing can vary.

5. Where will the services be performed? What, if anything does Rutgers have to provide for the services to be performed?

The services will be performed at 6835 N. 57th Drive, Glendale, AZ 85301.

6. What is the final deliverable/outcome of the services (Data Analysis Report, Drawings, etc. Be as detailed as possible)

Based on the research findings, the Glendale Police Department will implement customized interventions to suppress and prevent the priority crime problem. It is expected that this new intervention will help reduce this crime problem.

Payment Terms:

Service Provider will perform and provide all the Services and deliverables in accordance with this Agreement for a fixed amount of time and materials not to exceed \$30,000 (the "Fees"). The total fee includes all other expenses, including transportation and subsistence expenses.

Please itemize all time and material rates along with any expenses in connection with the Fee.

The Research Team will work with officers or analysts who will carry out the deliverables of the project.

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.

\$30,000 has been set aside over 2 years for the Glendale Police Department to pay for overtime hours for the personnel working on this project as well as software to purchase ArcGIS, supplies, and other things related to the project.

Each Police Department will work to determine what their research teams will look like. A large portion of their work will be in creating and implementing their policy and procedural changes, and it is unknown at this time what the breakdown in costs will be.

TOTAL BUDGET = \$30,000

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.



CITY COUNCIL REPORT

Meeting Date: **4/9/2013**
 Meeting Type: **Voting**
 Title: **AWARD OF BID 13-39, PURCHASE OF SODIUM HYPOCHLORITE FROM DPC ENTERPRISES, INC.**
 Staff Contact: **Craig A. Johnson, P.E., Executive Director, Water Services**

Purpose and Recommended Action

This is a request for City Council to award the bid and authorize the City Manager to enter into a contract with DPC Enterprises, Inc. for the purchase of sodium hypochlorite in an amount not to exceed \$255,300. This purchase is for use at all Water Services facilities.

Background Summary

Sodium hypochlorite is used in combination with ultraviolet light during the disinfection stage of wastewater treatment and in odor control. The process produces high-quality effluent and keeps the city in continued compliance with federal and state regulatory requirements.

Materials Management opened an Invitation for Bid; and on March 8, 2013, two qualified bids were received. DPC Enterprises, Inc. submitted the lowest responsible bid. The contract is for one year with the option to renew annually for up to four additional years.

Community Benefit/Public Involvement

Approval of this request will ensure the continuation of service to the community by producing first-rate effluent and ensure continued regulatory compliance.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$255,300	2360-17160-524600, Arrowhead Reclamation Plant 2360-17170-524600, West Area Plant

Capital Expense? Yes No



CITY COUNCIL REPORT

Budgeted? Yes No

Requesting Budget or Appropriation Transfer? Yes No

If yes, where will the transfer be taken from?

Attachments

Staff Report

Other

Bid Tab



STAFF REPORT

To: **Richard Bowers, Acting City Manager**
From: **Craig A. Johnson, P.E., Executive Director, Water Services**
Item Title: **AWARD OF BID 13-39, PURCHASE OF SODIUM HYPOCHLORITE FROM DPC ENTERPRISES, INC.**
Requested Council Meeting Date: **4/9/2013**
Meeting Type: **Voting**

PURPOSE

This report contains information on the proposed award of bid to DPC Enterprises, Inc. for the purchase of sodium hypochlorite in an amount not to exceed \$255,300 for use at all Water Services facilities. The City Manager is requested to forward this item to the City Council for consideration and approval.

BACKGROUND

The city's water reclamation facilities function to safely treat and reclaim wastewater. The water reclamation process includes the disinfection of the final treated effluent through use of a combination of sodium hypochlorite and ultraviolet (UV) light. In addition, sodium hypochlorite is also used in the odor control process.

Materials Management opened an Invitation for Bid; on March 8, 2013 two qualified responses were received. The lowest responsible offer was received from DPC Enterprises, Inc. The bid award shall commence upon approval by Council and continue for one year. The bid contains an option that will permit the City Manager to extend the award for an additional four years in one-year increments.

ANALYSIS

The Water Services Department uses sodium hypochlorite in the treatment process and for odor control to effectively treat wastewater to A+ effluent standards. This treatment process results in high-quality effluent water and ensures continued compliance with federal and state regulatory requirements.

Staff recommends awarding IFB 13-39 and authorizing the City Manager to enter into a contract to purchase sodium hypochlorite from DPC Enterprises, Inc. in an amount not to exceed \$255,300.



STAFF REPORT

FISCAL IMPACTS

Funding for this budgeted item is available in the FY 2012-13 operating budget of the Water Services Department and is expected not to exceed \$255,300 annually.



Notice of Intent to Award

March 15, 2013

INVITATION FOR BID NO. 13-39, Sodium Hypochlorite

Thank you for participating and submitting a bid for the above solicitation. We appreciate your interest in doing business with the City of Glendale and trust that there will be opportunities in the future for your continued participation.

The City has completed its evaluation of the bids received. The recommended award for this solicitation is to **DPC Enterprises**, as the lowest responsive and responsible bid being the most advantageous to the City.

If you have any questions or would like further information about the award, please contact me by March 22, 2013.

Victoria Jackson, CPPB
Contract Analyst
623-930-2867
vjackson@glendaleaz.com

