

City of Glendale Council Meeting Agenda

April 24, 2012 – 7:00 p.m.

City Council meetings are telecast live at 7:00 p.m. on the second and fourth Tuesday of the month. 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.

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. Legislative 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 Schedule

The Mayor and City Council hold Council meetings to take official action two times each month. These meetings are held on the second and fourth Tuesday of the month at 7:00 p.m. Regular meetings are held in the Council Chambers, Glendale Municipal Office Complex, 5850 W. Glendale Avenue.

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

Questions or Comments

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 (623) 930-2249, Monday - Friday, 8:00 a.m. – 5:00 p.m.

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

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 located at the back of the Council Chambers and give it to the City Clerk before the meeting starts. The Mayor will call your name when the Citizen Comments portion of the agenda is reached. Because these matters are not listed on the posted agenda, the City Council may not act on the information during the meeting but may refer the matter to the City Manager for follow-up.

Public Hearings are also held on certain agenda items such as zoning cases, liquor license applications and use permits. If you wish to speak or provide written comments about a public hearing item on tonight's agenda, please fill out a gold Public Hearing Speakers Card located at the back of the Council Chambers and give it to the City Clerk before the meeting starts. The Mayor will call your name when the public hearing on the item has been opened.

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.



**** 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 adminsitrador del ayuntamiento de Glendale, al (623) 930-2870 un día hábil antes de la fecha de la junta.**

Councilmembers

Norma S. Alvarez - Ocotillo District
H. Philip Lieberman - Cactus District
Manuel D. Martinez - Cholla District
Joyce V. Clark - Yucca District
Yvonne J. Knaack – Barrel District



MAYOR ELAINE M. SCRUGGS

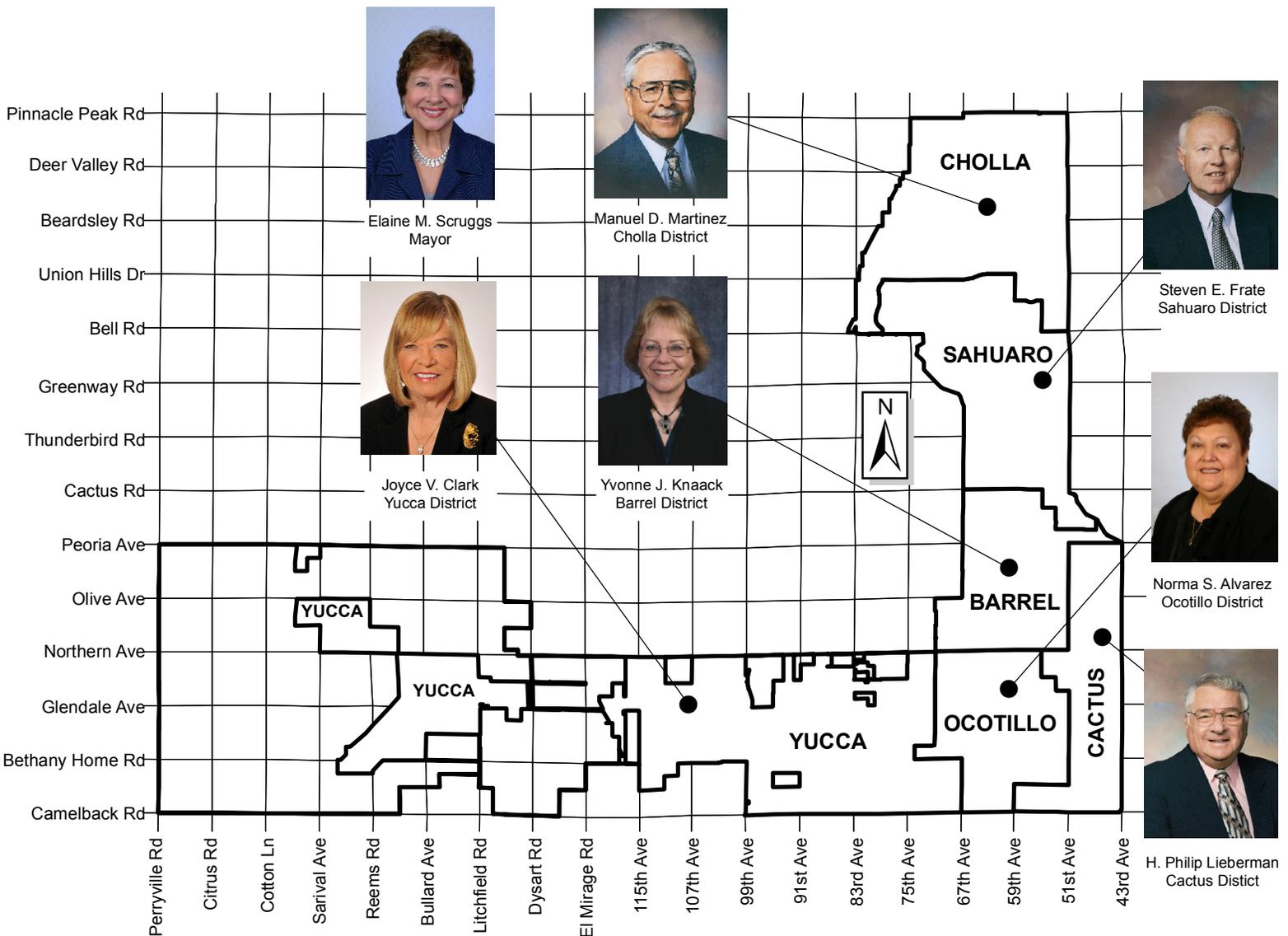
Vice Mayor Steven E. Frate - Sahuaro District

Appointed City Staff

Ed Beasley – City Manager
Craig Tindall – City Attorney
Pamela Hanna – City Clerk
Elizabeth Finn – City Judge



Council District Boundaries





GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
April 24, 2012
7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

APPROVAL OF THE MINUTES OF April 10, 2012

BOARDS, COMMISSIONS AND OTHER BODIES

BOARDS, COMMISSIONS AND OTHER BODIES

PRESENTED BY: Councilmember Joyce Clark

PROCLAMATIONS AND AWARDS

PROCLAIM MAY 2, 2012 AS GLENDALE PEACE OFFICERS MEMORIAL DAY

PRESENTED BY: Office of the Mayor

ACCEPTED BY: Members of Fallen Officer Bradley Jones' squad

PROCLAIM MAY 2012 AS NATIONAL HISTORIC PRESERVATION MONTH

PRESENTED BY: Office of the Mayor

ACCEPTED BY: Ron Short, FAICP, Vice President of the Glendale Historical Society

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They 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. SPECIAL EVENT LIQUOR LICENSE, VETERANS OF FOREIGN WARS

PRESENTED BY: Susan Matousek, Revenue Administrator

2. SPECIAL EVENT LIQUOR LICENSES, ST. THOMAS MORE PARISH

PRESENTED BY: Susan Matousek, Revenue Administrator

3. LIQUOR LICENSE NO. 5-5478, M SUSHI BAR
PRESENTED BY: Susan Matousek, Revenue Administrator

4. LIQUOR LICENSE NO. 5-5658, WINCO FOODS #115
PRESENTED BY: Susan Matousek, Revenue Administrator

5. EXPENDITURE AUTHORIZATION FOR LEGAL DEFENSE OF A BOARD OF
ADJUSTMENT DECISION
PRESENTED BY: Craig Tindall, City Attorney

CONSENT RESOLUTIONS

6. CALL OF 2012 FALL ELECTIONS
PRESENTED BY: Pamela Hanna, City Clerk
RESOLUTION: 4561

7. INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY ELECTIONS
DEPARTMENT
PRESENTED BY: Pamela Hanna, City Clerk
RESOLUTION: 4562

8. INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA STATE FORESTRY
DIVISION
PRESENTED BY: Mark Burdick, Fire Chief
RESOLUTION: 4558

BIDS AND CONTRACTS

9. AWARD OF PROPOSAL 12-22 FOR COURT-ORDERED SCREENING AND
TREATMENT SERVICES
PRESENTED BY: Elizabeth R. Finn, Presiding City Judge

10. CONSTRUCTION AGREEMENT FOR PAVEMENT MAINTENANCE
PRESENTED BY: Michelle Woytenko, Deputy Field Operations Director

PUBLIC HEARING - RESOLUTIONS

11. COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM RECOMMENDATIONS
AND ANNUAL ACTION PLAN (RESOLUTION) (PUBLIC HEARING REQUIRED)
PRESENTED BY: Jim Colson, Deputy City Manager
RESOLUTION: 4563

12. EMERGENCY SOLUTIONS GRANTS PROGRAM SUBSTANTIAL AMENDMENT TO
THE FY 2011-2012 ANNUAL ACTION PLAN (RESOLUTION) (PUBLIC HEARING
REQUIRED)
PRESENTED BY: Jim Colson, Deputy City Manager
RESOLUTION: 4564

RESOLUTIONS

13. OLIVE MARKETPLACE SETTLEMENT AGREEMENT FIRST AMENDMENT

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

RESOLUTION: 4565

14. AMENDMENT NO. 1 TO THE AGREEMENT WITH TEXACO, INC.

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

RESOLUTION: 4566

15. AUTHORIZATION TO PAY DEPOSIT IN THE CONDEMNATION ACTION TO ACQUIRE REAL PROPERTY FOR GLENDALE MUNICIPAL AIRPORT RUNWAY PROTECTION ZONE

PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services

RESOLUTION: 4567

16. AMENDMENTS TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE SHARING OF TELECOMMUNICATIONS FACILITIES

PRESENTED BY: Mark Burdick, Fire Chief

RESOLUTION: 4568

ORDINANCES

17. FIREWORKS ORDINANCE

PRESENTED BY: Mark Burdick, Fire Chief

ORDINANCE: 2801

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)).

CALL TO ORDER

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

APPROVAL OF THE MINUTES OF April 10, 2012

BOARDS, COMMISSIONS AND OTHER BODIES

BOARDS, COMMISSIONS AND OTHER BODIES

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.

Ad-Hoc Water and Sewer Task Force

John Arnett	Barrel	Appointment	04/24/2012	12/31/2012
Jack Bethel	Barrel	Appointment	04/24/2012	12/31/2012
Theodora Hackenberg	Barrel	Appointment	04/24/2012	12/31/2012
Al Lenox	Barrel	Appointment	04/24/2012	12/31/2012
Becky Shady	Barrel	Appointment	04/24/2012	12/31/2012
Marlene Versluis	Barrel	Appointment	04/24/2012	12/31/2012
Matthew Versluis	Barrel	Appointment	04/24/2012	12/31/2012
William Wilkinson	Barrel	Appointment	04/24/2012	12/31/2012
Michael Wood	Barrel	Appointment	04/24/2012	12/31/2012
James Grose	Cholla	Appointment	04/24/2012	12/31/2012
Pattie Johnston	Cholla	Appointment	04/24/2012	12/31/2012
David Wright	Cholla	Appointment	04/24/2012	12/31/2012
Bernadette Bolognini	Ocotillo	Appointment	04/24/2012	12/31/2012
Brian Gallimore	Sahuaro	Appointment	04/24/2012	12/31/2012
Roger Schwierjohn	Sahuaro	Appointment	04/24/2012	12/31/2012
Marlowe Myers Garay	Mayoral	Appointment	04/24/2012	12/31/2012
Gail Meyers	Mayoral	Appointment	04/24/2012	12/31/2012
Charlene Sharp	Mayoral	Appointment	04/24/2012	12/31/2012

Arts Commission

Anne Owens	Barrel	Appointment	04/24/2012	08/23/2012
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Board of Adjustment

Jessica Galbavy	Yucca	Appointment	04/24/2012	06/30/2013
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Citizens Bicycle Advisory Committee

Donna Williams	Mayoral	Appointment	04/24/2012	03/05/2014
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Citizens Transportation Oversight Commission

John Ferguson	Cholla	Appointment	04/24/2012	03/26/2014
Theodora Hackenberg	Barrel	Reappointment	04/24/2012	03/25/2014

Commission on Persons with Disabilities

Laura Hirsch	Mayoral	Appointment	04/24/2012	02/27/2014
Beverly Marshall	Barrel	Appointment	04/26/2012	04/26/2014

Community Development Advisory Committee

Cherie Hudson	Yucca	Appointment	04/24/2012	04/24/2014
Richard Schwartz – Chair	Yucca	Appointment	04/26/2012	04/26/2013
Arthur Swander Jr. – Vice Chair	Ocotillo	Appointment	04/26/2012	04/26/2013

Historic Preservation Commission

Lillian Mickey Lund	Barrel	Appointment	04/24/2012	04/13/2014
Marshall Pimentel	Yucca	Appointment	04/24/2012	04/13/2014
Jacoba Worsdell	Ocotillo	Reappointment	04/24/2012	04/13/2014

Industrial Development Authority

Robert Holmes	Cholla	Appointment	04/24/2012	08/23/2014
Michael Mitchum	Cholla	Appointment	04/24/2012	08/23/2016

Library Advisory Board

Misty Drake	Mayoral	Appointment	04/24/2012	04/13/2014
Holly Fallucca	Cholla	Appointment	04/24/2012	04/13/2014
Susan Shelly	Barrel	Appointment	04/24/2012	04/13/2014
Charlene Sharp – Chair	Sahuaro	Appointment	04/24/2012	04/13/2013

Parks & Recreation Advisory Commission

Samantha Cooke – Teen	Sahuaro	Reappointment	05/27/2012	05/27/2013
John Krystek	Sahuaro	Appointment	04/24/2012	06/28/2013
Gail Meyers	Mayoral	Appointment	04/24/2012	04/09/2014
Allison Tedford – Teen	Cholla	Reappointment	05/27/2012	05/27/2013
Jamie Aldama – Vice Chair	Yucca	Appointment	04/24/2012	02/26/2013

Planning Commission

David Penilla	Barrel	Reappointment	04/24/2012	03/25/2014
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Recommendation: Make appointments to the boards, commissions and other bodies and administer the Oaths of Office.

PROCLAMATIONS AND AWARDS

PROCLAIM MAY 2, 2012 AS GLENDALE PEACE OFFICERS MEMORIAL DAY

Purpose: This is a request for City Council to proclaim May 2, 2012 as Glendale Peace Officers Memorial Day. Through this proclamation, Glendale will honor law enforcement officers and their families who, through their courageous deeds, have made the ultimate sacrifice.

Members of Fallen Officer Bradley Jones' squad will be present to accept the proclamation.

Background: On May 15, 1982, the first National Peace Officers' Memorial Day Service was held on Capitol Hill in Washington DC to honor those fallen officers who lost their lives in the line of duty. In 1991, the National Law Enforcement Officers' Memorial was dedicated in Judiciary Square in Washington DC and carries the names of over 19,000 fallen law enforcement officers, including Glendale's own fallen heroes: Sergeant Patrick L. Campbell and Officer Anthony J. Holly. This year, Officer Bradley R. Jones' name will be etched onto the memorial. On October 28, 2011, Officer Jones lost his life in the line of duty.

The men and women of the Glendale Police Department play an essential role in safeguarding the rights and freedoms of all citizens. May 2, 2012, is a day dedicated to paying tribute to the courageous men and women who have lost their lives protecting the community, and honor all those who wear the badge and keep the peace.

Recommendation: Present the proclamation to members of Fallen Officer Bradley Jones' squad recognizing May 2, 2012 as Glendale Peace Officers Memorial Day.

PROCLAIM MAY 2012 AS NATIONAL HISTORIC PRESERVATION MONTH

Purpose: This is a request for City Council to proclaim May 2012 as National Historic Preservation Month in Glendale. Ron Short, FAICP, Vice President of the Glendale Historical Society, will accept this proclamation on behalf of the Glendale Historic Preservation Commission.

Background: Since 2005, the National Trust for Historic Preservation celebrates May as National Historic Preservation Month. Each year is distinguished with a theme representing some aspect of historic preservation to promote national and community pride. The theme for 2012 is "Discover America's Hidden Gems."

Historic preservation helps stabilize older communities, connecting people with the past and one another. The City of Glendale is committed to preserving and maintaining its historic heritage for future generations to enjoy. Historic preservation adds to the quality of life making for a more vibrant and livable community. There are economic, cultural, environmental, and educational benefits of preservation planning. It contributes to the creation of more jobs, increases tax revenue, and raises property values. It also encourages community reinvestment and revitalizes urban cores.

Glendale is a community filled with quaint historic neighborhoods and a vibrant historic downtown. Recognizing the value of these historic resources and the city's on-going support of preservation planning is expressed by joining communities across the nation in celebrating May 2012 as National Historic Preservation Month.

Recommendation: Present the proclamation recognizing May 2012 as National Historic Preservation Month in Glendale, to Ron Short, FAICP, Vice President of the Glendale Historical Society, on behalf of the Glendale Historic Preservation Commission.

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They 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. SPECIAL EVENT LIQUOR LICENSE, VETERANS OF FOREIGN WARS

Purpose: This is a request for City Council to approve a special event liquor license for the V.F.W. The event will be held at the V.F.W. located at 7618 North 63rd Avenue on Saturday, April 28, 2012 from 10:00 a.m. to 2:00 a.m. The purpose of this special event liquor license is for a fundraiser.

Background: If this application is approved, the total number of days expended by this applicant will be one of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Recommendation: Based on the information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

2. SPECIAL EVENT LIQUOR LICENSES, ST. THOMAS MORE PARISH

Purpose: This is a request for City Council to approve two special event liquor licenses for St. Thomas More Parish. The events will be held at St. Thomas More Parish located at 6180 West Utopia Road on Saturdays, May 5 and October 20, 2012, from 6 p.m. to 11 p.m. The purpose of these special event liquor licenses is for fundraisers.

Background: If these applications are approved, the total number of days expended by this applicant will be two of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed these applications and determined that they meet all technical requirements.

Recommendation: Based on the information provided under the background, it is staff's recommendation to forward these applications to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

3. LIQUOR LICENSE NO. 5-5478, M SUSHI BAR

Purpose: This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for M Sushi Bar located at 18555 North 59th Avenue, Suite 124. The Arizona Department of Liquor Licenses and Control application (No. 12079053) was submitted by Sangchul Hwang.

Background: The location of the establishment is 18555 North 59th Avenue, Suite 124 in the Cholla District. The property is zoned SC (Shopping Center). The population density within a one-mile radius is 14,201. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	3
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	1
12	Restaurant	19
	Total	<u>27</u>

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

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

Recommendation: Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

4. LIQUOR LICENSE NO. 5-5658, WINCO FOODS #115

Purpose: This is a request for City Council to approve a person-to-person, location-to-location transferable series 9 (Liquor Store - All Liquor) license for WinCo Foods #115 located at 5023 West Peoria Avenue. The Arizona Department of Liquor Licenses and Control application (No. 09078000) was submitted by Nicholas Carl Guttilla.

Background: The location of the establishment is 5023 West Peoria Avenue in the Cactus District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 22,619. This series 9 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	5
07	Bar - Beer and Wine	2
09	Liquor Store - All Liquor	5
10	Liquor Store - Beer and Wine	6
12	Restaurant	4
	Total	22

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Public Input: One written protest was received during the 20-day posting period and will be forwarded to the Arizona Department of Liquor Licenses and Control.

Recommendation: Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

5. EXPENDITURE AUTHORIZATION FOR LEGAL DEFENSE OF A BOARD OF ADJUSTMENT DECISION

Purpose: This is a request for City Council to authorize the expenditure of legal fees and costs incurred in the defense of the Board of Adjustment's decision in the matter of *PP Wellness Center v. City of Glendale, et al.*, LC2012-000176-001 DT; and to authorize the transfer of budget appropriation for this legal defense in the amount of \$25,000.

Background: On March 25, 2011, PP Wellness Center filed an application for a medical marijuana dispensary on the northwestern corner of Union Hills Drive and 81st Avenue. Pursuant to Section 7.802(G) of the Zoning Ordinance of the City of Glendale, a medical marijuana dispensary is permitted in a C-2 district, subject to a 500 foot spacing requirement from residentially zoned property. The proposed site is 350 feet from a residentially zoned property on the west and 450 feet from a residentially zoned property on the east.

On April 8, 2011, PP Wellness Center received a first review letter with comments from the Planning Administrator because it did not meet zoning requirements. PP Wellness Center filed for review of the Planning Director's decision to the City of Glendale Board of Adjustment. PP Wellness Center requested a variance from the 500 feet distance requirement because the residentially zoned properties are occupied by the SR101 Freeway on the east and the New River Floodway on the west. The Board heard this matter on March 8, 2012 and denied PP Wellness Center's request for a variance.

On March 26, 2012, PP Wellness Center filed an action in Maricopa County Superior Court, now designated as *PP Wellness Center v. City of Glendale, et al.*, LC2012-000176-001 DT, to overturn the Board of Adjustment's decision. PP Wellness Center is also seeking an injunction in very short order because the Arizona Department of Health will soon be accepting applications for dispensary registration certificates.

Budget Impacts & Costs: The City Attorney’s Office does not have the resources available in-house to address this matter within the timeframes that will be set by the court. As a result, the city has retained the law firm of Fennemore Craig PC to defend the city and the Board of Adjustment in this matter. Legal fees and costs are dependent upon court decisions and are, therefore, difficult to estimate with certainty. The requested amount represents the best estimate of fees and costs at this time. Amounts not expended will be returned to the General Fund. Appropriation will be transferred from the General Fund, Non-Departmental account to the General Fund, Account No. 1000-10615-518200 for legal fees and costs in the amount of \$25,000.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
		X		X	\$25,000

Account Name, Fund, Account and Line Item Number:
 Non-Departmental, Account No. 1000-11801-510200, \$25,000

Recommendation: Authorize the expenditure of legal fees and costs incurred in the defense of the Board of Adjustment’s decision in the matter of *PP Wellness Center v. City of Glendale, et al.*, LC2012-000176-001 DT; and to authorize the transfer of budget appropriation for this legal defense in the amount of \$25,000.

CONSENT RESOLUTIONS

6. CALL OF 2012 FALL ELECTIONS

Purpose: This is a request for City Council to adopt a resolution to call Glendale’s 2012 Fall Elections. The Primary Election is scheduled for August 28, 2012 and the General Election for November 6, 2012.

Background: Key dates and information included in the resolution are:

- Wednesday, May 30, 2012 is the last day candidates may file nomination papers;
- Monday, July 30, 2012 is the last day to register to vote for the Primary Election;
- Tuesday, August 28, 2012, is the date set for the Primary Election;
- Tuesday, November 6, 2012, is the date set for the General Election.

Community Benefit: Municipal elections promote increased citizen involvement in all aspects of municipal government.

Recommendation: Waive reading beyond the title and adopt a resolution calling for City of Glendale’s 2012 Fall Elections.

7. INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY ELECTIONS DEPARTMENT

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with the Maricopa County Elections Department (County) for election services for the Primary Election to be held August 28, 2012 and the General Election, if necessary, to be held November 6, 2012.

Background: The city has contracted with the County to supply various levels of election-related services since the early 1980's. The County will obtain and provide personnel for all polling places on the day of the election as well as be responsible for supplying all ballots and equipment necessary.

The General Election would be necessary if a runoff is required in one of the four races to be decided: Mayor, Cactus, Sahuaro and Yucca.

Community Benefit: The City of Glendale is able to consolidate election services with the County which improves voter convenience and increases voter turnout while reducing costs to the residents.

Budget Impacts & Costs: The funds for these services are budgeted within the General Fund and will be recorded in the City Clerk Election Division. The contract amount will not be known until after the election, as the costs are based on the total number of registered voters at the time of the election. The cost per voter is .50 and the city currently has 106,725 registered voters; however, the last day to register to vote for the Primary Election is July 30, 2012. Based on the current number of registered voters, the city can expect to pay approximately \$53,363 for each election.

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with Maricopa County Elections Department to provide election services for the 2012 Primary and General Elections.

8. INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA STATE FORESTRY DIVISION

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement titled Cooperative Fire Rate Agreement, with the Arizona State Forestry Division for the prevention and suppression of wildland fires.

Background: The Arizona State Forestry Division has developed a comprehensive incident management system which oversees and manages forest and wildland fires. Fire departments that are called to assist with forest and wildland fires have firefighters who have attended training and have been approved by the state as wildland firefighters. Glendale firefighters who are approved as wildland firefighters bring back valuable firsthand experience on how to manage large scale events to include becoming familiar with the national response system, ordering system, and the exposure of working directly with national teams. By choosing to enter into this

agreement, the Glendale Fire Department will be able to provide emergency fire suppression assistance during large scale events on Arizona state lands. Costs incurred by the department while assisting in these events are reimbursable through the Arizona State Forester's Office.

Previous Council/Staff Actions: On May 11, 2010, Council authorized the Cooperative Fire Rate Agreement with the Arizona State Forestry Division to provide fire protection to state forests and wildlands.

Council has entered into cooperative fire rate agreements with the Arizona State Forestry Division since 2002.

Community Benefit: By choosing to enter into this agreement, the Glendale Fire Department will be able to provide emergency fire suppression assistance if needed during large scale events on state lands. In return, the city will have access, at no charge, to state-owned fire equipment if needed during periods of extreme brush fire danger in large parks and open areas in Glendale.

Recommendation: Waive reading beyond the title and adopt the resolution authorizing the City Manager to enter into an intergovernmental agreement titled Cooperative Fire Rate Agreement with the Arizona State Forestry Division for fire protection to state forests and wildlands.

BIDS AND CONTRACTS

9. AWARD OF PROPOSAL 12-22 FOR COURT-ORDERED SCREENING AND TREATMENT SERVICES

Purpose: This is a request for City Council to award RFP 12-22 and authorize the City Manager to enter into a two-year contract for court-ordered screening and treatment services with Community Support Services, Inc.

Background: Court-ordered screening and treatment services include domestic violence offender screening and treatment programs, anger management programs, alcohol abuse and substance abuse programs.

Four offers were received in response to RFP 12-22. An evaluation committee comprised of staff from Glendale City Court and a nonprofit community service provider reviewed the offers. Specific evaluation factors considered in the review included capabilities of firm and staff, prior experience, proposal questionnaire responses, class and assessment schedules, fees, references, and non-English speaking services. Community Support Services, Inc. was the highest scoring offer. The initial term of the contract is for two years and contains an option that will permit the City Manager, at his discretion, to extend the contract for an additional three years, in one-year increments.

Previous Council/Staff Actions: In April 2007, City Council awarded RFP 07-01, Court-Ordered Screening and Treatment Services, to Justice Services Holdings, LLC.

Budget Impacts & Costs: No budgeted funds are involved, because violators are responsible for direct payment of services to the agency.

Recommendation: Award RFP 12-22 and authorize the City Manager to enter into a two-year contract for court-ordered screening and treatment services with Community Support Services, Inc., and to renew the contract, at his discretion, for an additional three years, in one-year increments.

10. CONSTRUCTION AGREEMENT FOR PAVEMENT MAINTENANCE

Purpose: 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 \$2,000,000 for the repair and surface treatment of city-maintained roadways.

Background: The City of Glendale has just over 102 miles of arterial roadways and 615 miles of collector and residential roadways. In October 2011, staff provided Council with a pavement management report recommending surface treatments on various city residential roadways.

Glendale intends to repair and apply surface treatments to various roadways by utilizing a cooperative purchase clause in the City of Scottsdale solicitation for bids, Street Repairs IFB # 12PB018. The Scottsdale bid resulted in the award of bid to Southwest Slurry Seal, Inc. for street repairs, and was determined to be the most cost effective for the treatments needed. The surface treatments would be applied to the 18 neighborhoods identified in the October 2011 Glendale pavement management report, which are located across the city, and represent over 22 miles of roadways to be rehabilitated. A similar number of neighborhoods and miles are anticipated to be completed in FY 2012-13.

The project includes a communication plan that would notify residents of the impending road work to be completed in their area; the only anticipated impact to the neighborhoods will be minor traffic restrictions.

Previous Council/Staff Actions: On June 14, 2011, Council adopted the FY 2011-12 final budget authorizing the appropriation of \$2,000,000 for pavement management.

Community Benefit: Well maintained infrastructure is an important element of strong neighborhoods, and is critical for the attraction of quality economic development. This program will provide the community with reconditioned roadways that will avoid more costly road reconstruction.

Budget Impacts & Costs: Funds are available in the FY 2011-12 capital improvement plan. There are no operating costs associated with this project once it is complete.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		\$2,000,000

Account Name, Fund, Account and Line Item Number:
Pavement Management, Account No. 2210-65089-550800, \$2,000,000

Recommendation: Authorize the City Manager to enter into a construction agreement with Southwest Slurry Seal, Inc. in an amount not to exceed \$2,000,000 for the repair and surface treatment of city maintained roadways; and further authorizing the City Manager, at his discretion, to extend the term in accordance with the provisions of the construction agreement.

PUBLIC HEARING - RESOLUTIONS

11. COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM RECOMMENDATIONS AND ANNUAL ACTION PLAN (RESOLUTION) (PUBLIC HEARING REQUIRED)

Purpose: This is a request for City Council to conduct a public hearing and adopt a resolution authorizing submission of the FY 2012-13 Community Development Block Grant (CDBG) recommendations and Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD).

Background: Since 1977, Glendale has received approximately \$68 million in CDBG and other federal funds to assist thousands of Glendale homeowners and individuals with services that provide housing and improve their living conditions.

The Annual Action Plan is the yearly implementation document that outlines all proposed funding for CDBG, Home Investment Partnerships (HOME), and Emergency Solutions Grants (ESG) funds. This document is required in order to receive funding under these federal programs, and must be approved by Council and submitted to HUD no later than May 15, 2012.

The adoption of the FY 2012-13 CDBG recommendations and Annual Action Plan required an extensive public review process conducted by the Community Development Advisory Committee (CDAC). This public process resulted in the review of 39 applications, which included formal agency presentations. As a result, the CDAC is recommending \$2,083,478 in CDBG grants, \$486,556 in HOME grants, and \$174,160 in ESG grants. These grants will be used to directly benefit Glendale residents.

Previous Council/Staff Actions: The Council previously reviewed and approved the process by which the CDAC determines the

city’s community needs and prioritizes its recommendations, through the adoption of Glendale’s Five-Year Consolidated Plan for Fiscal Years 2010 through 2014 on April 27, 2010.

Community Benefit: These funds have provided assistance to Glendale residents with public service programs such as homeless prevention, domestic violence assistance, and services for

seniors, youth, and the disabled. These funds have assisted with many physical improvement projects and continue to provide funding for a variety of projects that help revitalize the downtown infrastructure and remove blighted, underperforming structures.

Public Input: The FY 2012-13 funding recommendations were developed after an extensive public process that included a public notice on August 24, 2011, inviting applicants to the September 14, 2011 orientation session. Thirty-nine applications for funding were forwarded to CDAC for applicant presentations on January 4, 11, and 18, 2012. Each of these hearings allowed for public comment, however, no comments were submitted. The CDAC conducted a hearing on March 15, 2012 to vote on the ESG recommendations and allow for additional public input and comment, of which none was received.

Budget Impacts & Costs: The CDBG, HOME, and ESG programs are federally funded. The HOME program requires a 25% match from non-federal funds for in-house projects such as replacement housing. An annual match allocation of \$25,000 is provided through the Community Revitalization operating budget towards the 25% match requirement for HOME projects administered by the city. Outside non-profit agencies who are awarded HOME funds are required to provide their own source of match to meet the 25% requirement.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X			X		\$2,769,194

Account Name, Fund, Account and Line Item Number:

Community Development Block Grant, Account No. 1320-31001-518200, \$2,083,478
 Home Investment Partnerships Program, Account No. 1300-30001-518200, \$486,556
 Emergency Solutions Grants Program, Account No. 1830-31900-518200, \$174,160
 Community Revitalization Program, Account No. 1000-15010-518200, \$25,000

Recommendation: Conduct a public hearing, waive reading beyond the title, and adopt a resolution authorizing the submission of the FY 2012-13 Community Development Block Grant recommendations and Annual Action Plan to the U.S. Department of Housing and Urban Development.

12. EMERGENCY SOLUTIONS GRANTS PROGRAM SUBSTANTIAL AMENDMENT TO THE FY 2011-2012 ANNUAL ACTION PLAN (RESOLUTION) (PUBLIC HEARING REQUIRED)

Purpose: This is a request for City Council to conduct a public hearing and adopt a resolution authorizing submission of an Emergency Solutions Grants (ESG) Substantial Amendment of the FY 2011-12 Community Development Block Grant (CDBG) Annual Action Plan, to the U.S. Department of Housing and Urban Development (HUD).

Background: In January 2012, HUD replaced the Emergency *Shelter* Grants program with the Emergency *Solutions* Grants program. The focus of the new ESG program has shifted from an emphasis on homeless shelter operations to rapid re-housing of recently homeless individuals

and families. This change is based on the success of the American Recovery and Reinvestment Act funded Homelessness Prevention and Rapid Re-Housing Program (HPRP). The new rules became effective January 4, 2012.

HUD has made an additional \$54,953 in ESG funds available to the city. In order to access the funds, we are required to amend our existing FY 2011-12 CDBG Annual Action Plan. This process will provide the public the opportunity to comment on the proposed use of the additional ESG funds.

Previously, the Community Action Program (CAP) office provided case management and housing assistance to over 413 Glendale citizens under HPRP. Based on their success, the Community Development Advisory Committee (CDAC) is recommending that we again partner with the CAP office to provide comprehensive homeless prevention and rapid re-housing assistance to Glendale citizens under the ESG program.

Previous Council/Staff Actions: The Council reviewed and approved the process by which the CDAC determines the city’s community needs and prioritizes its recommendations, through the adoption of Glendale’s Five-Year Consolidated Plan for Fiscal Years 2010 through 2014 at the Council meeting on April 27, 2010.

Community Benefit: These funds target homelessness by providing prevention and rapid re-housing of Glendale citizens. In the current economic environment, these services are greatly needed.

Public Input: CDAC discussed the ESG program at their January 19, 2012 funding recommendation public meeting. A formal public hearing was held during their March 15, 2012 meeting. No public comments were received, and after the hearing, CDAC voted to recommend that the Community Revitalization Division partner with the CAP office to provide ESG services.

Budget Impacts & Costs: The ESG program is federally funded and requires a 100% match of direct delivery program funds. The match requirement will be met through the use of Arizona Department of Economic Security salary funds used by CAP to manage the program.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X					\$54,953

Account Name, Fund, Account and Line Item Number:
 Emergency Solutions Grants Program, Account No. 1830-31900-518200, \$54,953

Recommendation: Conduct a public hearing, waive reading beyond the title, and adopt a resolution authorizing submission of an Emergency Solutions Grants Substantial Amendment of the FY 2011-12 Community Development Block Grant Annual Action Plan, to the U.S. Department of Housing and Urban Development.

RESOLUTIONS

13. OLIVE MARKETPLACE SETTLEMENT AGREEMENT FIRST AMENDMENT

Purpose: This is a request for City Council to adopt a resolution authorizing and directing the City Manager to enter into the First Amendment to the Olive Marketplace Settlement Agreement with Olive Marketplace, L.L.C., as the assignee of Hayscale, L.L.C.

Background: Olive Marketplace is a commercial shopping center located at 5125 West Olive Avenue. Phase I development consisted of a Walmart Neighborhood Market and CVS Pharmacy.

Frontera Development, the master developer for Olive Marketplace, is in the early planning stages of Phase II. The proposed development for Phase II would include a new freestanding building with retail shops, and a Circle K convenience store and gas station on Olive Avenue.

In accordance with the Settlement Agreement, substantial off-site street improvements, utility undergrounding, perimeter landscaping, and the removal of non-conforming billboards have been completed in preparation of developing this site for commercial purposes.

A provision in the 2004 Settlement Agreement did not allow convenience store uses and gasoline sales. Frontera Development and the City of Glendale acknowledge that amendments to the Development Plan may be necessary from time to time to reflect changes in market conditions. All parties have agreed to enter into this amendment to allow the development of the property to include gasoline sales and convenience stores, subject to Design Review approval and Conditional Use Permit approval.

Previous Council/Staff Actions: On May 25, 2004, Council approved the Settlement Agreement with Hayscale, L.L.C.

Community Benefit: The approval of the First Amendment to the Olive Marketplace Settlement Agreement will allow the construction of future phases of development at Olive Marketplace, subject to Design Review approval and Conditional Use Permit approval.

Recommendation: Waive reading beyond the title and adopt a resolution authorizing and directing the City Manager to enter into the First Amendment to the Olive Marketplace Settlement Agreement with Olive Marketplace, L.L.C., as the assignee of Hayscale, L.L.C.

14. AMENDMENT NO. 1 TO THE AGREEMENT WITH TEXACO, INC.

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to execute Amendment No. 1 to the Agreement with Texaco, Inc. (Texaco) for a Property Building Setback and Release of Liability at 5039 West Glendale Avenue.

Background: When the City of Glendale entered into an agreement with Texaco in 1971, the city required a 65 foot building setback to accommodate the erection of a Texaco sign and

sufficient property for a future widening of Glendale Avenue. Additionally, the city required Texaco to indemnify the city by filing a Certificate of Public Liability Insurance. It was stipulated that the sign could be erected on the condition that in the event of a street-widening project, the sign would be removed at Texaco's expense.

In 1988, this portion of Glendale Avenue was widened. In 2007, a previous owner of the property, conveyed to the city, property sufficient for the city's right-of-way needs to construct a bus bay.

Current city planning and zoning guidelines for areas near the location of the former Texaco gas station now require a 25 foot building setback. Landowners in this part of the city are no longer required to indemnify the city or purchase liability insurance solely as a consequence of a building setback agreement with the city. The Texaco sign structure was relocated outside the city right-of-way to accommodate the bus bay.

The current property owner, MAMOU, LLC, wishes to amend the 1971 agreement and release it from certain conditions to avoid any possible cloud on the title.

Previous Council/Staff Actions: On February 18, 1971, Council approved the original agreement with Texaco, Inc.

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to execute Amendment No. 1 to the Agreement with Texaco Inc. for a Property Building Setback and Release of Liability at 5039 West Glendale Avenue.

15. AUTHORIZATION TO PAY DEPOSIT IN THE CONDEMNATION ACTION TO ACQUIRE REAL PROPERTY FOR GLENDALE MUNICIPAL AIRPORT RUNWAY PROTECTION ZONE

Purpose: This is a request for City Council to adopt a resolution authorizing payment of the cash deposit in the condemnation action to acquire 38.5 acres of property owned by Conair Corporation for a runway protection zone (RPZ) at the Glendale Municipal Airport, and to authorize the transfer of budget appropriation for this purchase and legal fees and costs for the condemnation lawsuit.

Background: In 2001, the Federal Aviation Administration (FAA) and the City of Glendale approved the extension of Runway 19 at the Glendale Municipal Airport. This project extended the RPZ onto property owned by Conair Corporation, located directly north of the airport. The RPZ is a trapezoidal-shaped area defined by the FAA as a clear zone beyond the end of the runway that is designed to preclude obstructions.

In December 2011, Council authorized the acquisition of property owned by Conair Corporation by condemnation or otherwise. The city and Conair have attempted to negotiate a voluntary sale, but cannot agree on all terms of the sale. The parties have agreed that the city will file a condemnation lawsuit, that the date of valuation for the property will be 2001, and that the cash deposit in the amount of \$5,220,635 will enable the city to obtain immediate possession of the

38.5 acres of property. This amount reflects the city’s initial appraisal amount, including interest and other damages Conair would likely recover.

While the parties agree on the above-mentioned terms, Conair does not agree with the city’s valuation of the property, so that will be determined in the litigation. Depending on the amount ultimately recovered by Conair, the city may be required to pay additional amounts or may be reimbursed any overpayment.

This is a request to approve payment of \$5,220,635 to the Maricopa County Superior Court in order to obtain immediate possession of the 38.5 acres. Additionally, upon taking possession of the property, the city will incur additional project costs, including expenses for court and legal fees and fencing to secure the property. These additional costs are estimated at \$738,060.

Previous Council/Staff Actions: On April 5, 2012, the Citizens’ Transportation Oversight Commission recommended that the City Council authorize the City Manager to acquire 38.5 acres of property for an RPZ at the Glendale Municipal Airport, and authorize the transfer of budget appropriation for this purchase.

On December 20, 2011, Council authorized the acquisition of this property by condemnation or otherwise.

Budget Impacts & Costs: The city is seeking reimbursement through an FAA grant of up to 90% of the full market value of the property. However, such reimbursement will not be received this fiscal year. In order to acquire this property expeditiously, appropriation will be transferred from the Land Purchase Project within the Airport Grant Fund to the Airport RPZ Acquisition Project within the GO Transportation Construction Fund.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		\$5,958,695

Account Name, Fund, Account and Line Item Number:
 Airport RPZ Acquisition, Account No. 2210-65091-550400, \$5,958,695

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to execute all documents necessary to make the cash deposit of \$5,220,635 to obtain immediate possession of 38.5 acres of property for a runway protection zone at the Glendale Municipal Airport, and authorize the transfer of budget appropriation for this amount and \$738,060 for court and legal fees and related costs.

16. AMENDMENTS TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE SHARING OF TELECOMMUNICATIONS FACILITIES

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to enter into Amendment No. 001, Supplemental Agreement No. 1, and Site Specific Supplement

No. 002 to an intergovernmental agreement (IGA) with the City of Phoenix (Phoenix) for the sharing of telecommunications facilities.

Background: In 2002, Glendale entered into an agreement with Phoenix to provide additional radio coverage to the Glendale Fire Department, Police Department, Public Works Department, and other West Valley agencies. This enhanced coverage has allowed Glendale to maintain compatible communications with other automatic aid cities.

Amendment No. 001 will extend the current contract an additional 10 years, with the effective dates of June 1, 2012 through June 1, 2022. Supplement Agreement No. 1 will add two VHF antennas to an existing Glendale monopole, at Phoenix's expense, to continue to enhance radio communication. The Site Specific Supplement No. 002 allows Phoenix to install a Phoenix Fire Department VHF receiver and a microwave shot to Phoenix's North Mountain backhaul site at the Pyramid Peak Water Treatment Plant. Phoenix will install one 19 inch equipment cabinet in the existing communications building and will utilize an existing 80 foot monopole to install a VHF antenna and a 4 foot microwave dish. This will provide enhanced radio coverage in an area of Phoenix and Glendale surrounding the water treatment plant. Phoenix will cover the cost for installation and maintenance. There will be no cost to Glendale.

Previous Council/Staff Actions: On July 2, 2002, Council approved an intergovernmental agreement between the City of Phoenix and City of Glendale for the sharing of telecommunications facilities.

Community Benefit: The agreement extension and additional equipment will continue to enhance Glendale's radio communications with other valley cities.

Recommendation: Waive reading beyond title and adopt a resolution authorizing the entering into Amendment No. 001, Supplemental Agreement No. 1, and Site Specific Supplement No. 002 to an intergovernmental agreement (IGA) with the City of Phoenix for the sharing of telecommunications facilities.

ORDINANCES

17. FIREWORKS ORDINANCE

Purpose: This is a request for City Council to adopt an ordinance prohibiting the use of consumer fireworks within the City of Glendale limits.

Background: The use of consumer fireworks within Glendale presents a risk of injury to persons and property. The City of Glendale currently does not have an ordinance relating to consumer fireworks usage within the City of Glendale limits. This request is to enact an ordinance prohibiting the use of consumer fireworks on public as well as private property. The full ban on consumer fireworks will allow the city to be consistent with most other valley cities. Other valley cities that currently ban consumer fireworks are: Avondale, Chandler, El Mirage, Goodyear, Peoria, Phoenix, Scottsdale, Surprise, and Tempe.

Previous Council/Staff Actions: On April 3, 2012, Council discussed the fireworks ordinance during a workshop meeting and provided guidance to staff to draft an ordinance banning the use of consumer fireworks.

At the January 17, 2012 workshop, staff provided information to Council regarding the laws on fireworks, a potential fireworks ordinance as other cities have done, as well as what opportunities there are for banning the use of fireworks in the city.

During the September 6, 2011 workshop, Council requested information regarding fireworks as a Council Item of Special Interest.

Community Benefit: Prohibiting the use of consumer fireworks within Glendale, specifically on private property, protects citizen's rights to privacy and safeguards residential neighborhoods from fire damage and unwanted noise.

Recommendation: Waive reading beyond title and adopt an ordinance prohibiting the use of consumer fireworks within the City of Glendale limits.

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)).



**MINUTES OF THE
GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
April 10, 2012
7:00 p.m.**

The meeting was called to order by Mayor Elaine M. Scruggs, with Vice Mayor Steven E. Frate and the following Councilmembers present: Norma S. Alvarez, Joyce V. Clark, Yvonne J. Knaack, and Manuel D. Martinez.

Councilmember H. Philip Lieberman was absent.

Also present were Ed Beasley, City Manager; Horatio Skeete, Assistant City Manager; Craig Tindall, City Attorney; and Pamela Hanna, City Clerk.

Mayor Scruggs 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 5 resolutions 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 MARCH 27, 2012 CITY COUNCIL MEETING

It was moved by Clark, and seconded by Frate, to dispense with the reading of the minutes of the March 27, 2012 Regular City Council meeting, as each member of the Council had been provided copies in advance, and approve them as written. The motion carried unanimously.

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion.

Mr. Ed Beasley, City Manager, read agenda item numbers 1 and 2 and Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 3 through 5 by number and title.

Mr. Beasley, City Manager administratively removed Item 5 from the agenda and it was not heard.

1. LIQUOR LICENSE NO. 5-5459, AYY CHIHUAHUA CANTINA

This is a request for City Council to approve a person-to-person transferable series 7 (Bar - Beer and Wine) license for Ayy Chihuahua Cantina located at 5008 West Northern Avenue. The Arizona Department of Liquor Licenses and Control application (No. 07070639) was submitted by Agustin Moreno Loza.

The location of the establishment is 5008 West Northern Avenue in the Cactus District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 22,007. Ayy Chihuahua Cantina 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
06	Bar - All Liquor	2
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	4
12	Restaurant	1
14	Private Club	1
	Total	14

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

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

Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

2. RENTAL AGREEMENTS WITH EMPIRE SOUTHWEST, LLC

This is a request for City Council to authorize an additional \$200,000 to the agreements with Empire Southwest, LLC for the rental of heavy equipment, fuel, maintenance, and repair costs.

These rental agreements with Empire Southwest, LLC will allow the Police Department to continue their search for the remains of a victim in a homicide investigation. The Police Department is asking for an increase because they will exceed the amount initially approved by City Council. The Police Department anticipates receiving financial assistance from the Maricopa County Attorney's Office and the Federal Bureau of Investigation.

On February 14, 2012, Council approved the entering into of three rental agreements with Empire Southwest, LLC for the rental of heavy equipment in an amount not to exceed \$90,000.

Funding is available in the FY 2011-12 RICO funds for the rental of heavy equipment. The final cost is dependent on the length of use, which is unknown at this time.

The recommendation is to authorize an additional \$200,000 to the agreements with Empire Southwest, LLC for the rental of heavy equipment, fuel, maintenance, and repair costs.

CONSENT RESOLUTIONS

3. MARICOPA COUNTY ATTORNEY'S MEMORANDUM OF UNDERSTANDING

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into a memorandum of understanding with the Maricopa County Attorney's Office (MCAO) concerning asset forfeiture services for the Glendale Police Department.

Asset forfeiture, also known as Racketeering Influenced Corrupt Organizations (RICO), allows the government to legally use the proceeds from criminal enterprises forfeited by individuals or organizations and utilize them in approved law enforcement operations. The funds are not forfeited unless authorized through the courts after due process, which MCAO assists with. The city has been participating in this program for at least two decades.

On October 28, 2008, Council approved a memorandum of understanding with MCAO for asset forfeiture services.

Participation in equitable asset sharing enables the Glendale Police Department to continue to target large-scale operations to suppress drug importation and sales in the city. It promotes close cooperation between federal agencies and the Glendale Police Department, while penalizing drug traffickers by seizing their illicit assets and charging them criminally.

The recommendation is to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a memorandum of understanding with the Maricopa County Attorney's Office concerning asset forfeiture services for the Glendale Police Department.

Resolution No. 4556 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 MEMORANDUM OF UNDERSTANDING WITH THE MARICOPA COUNTY ATTORNEY'S OFFICE CONCERNING ASSET FORFEITURE SERVICES (RICO) FOR THE GLENDALE POLICE DEPARTMENT.

4. ADDENDUM TO AGREEMENT WITH SALT RIVER PROJECT FOR UTILITY RELOCATION AND ENHANCEMENTS AT GRAND AND MISSOURI AVENUES

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an addendum to an agreement with Salt River Project (SRP) for the relocation and undergrounding of electric utilities as part of the Grand Avenue infrastructure improvement project.

The Arizona Department of Transportation (ADOT) and the City of Glendale are participating in a joint project to improve traffic flows and enhance the appearance of Grand Avenue. The project includes improvements to electric utilities in SRP's service area. The original agreement with SRP consists of design, relocation and undergrounding of electric utilities along Grand Avenue.

This addendum provides SRP an additional \$15,060 to obtain a railroad permit from the Burlington Northern and Santa Fe (BNSF) Railway in order to perform the required work on BNSF-owned property at Grand and Missouri Avenues.

An existing intergovernmental agreement with ADOT will cover the full cost of electric utility work on the Grand Avenue project.

On January 24, 2012, Council approved an agreement with SRP for infrastructure improvements at Grand and Missouri Avenues for \$38,111.86 and approved an agreement with ADOT for infrastructure improvements along Grand Avenue.

The proposed enhancements will improve traffic flow, provide more efficient access to adjacent properties, and enhance the lighting and aesthetics of Grand Avenue. Improvements include landscaping, sign upgrades, sidewalks and the undergrounding of utilities.

On June 26, 2008, ADOT held an open house in Glendale for public comments on the Design Concept Report and Environmental Study for Grand Avenue improvements. No comments were received from the public.

Proposed improvements on Grand Avenue have been presented at each of the annual GO Program public meetings since 2003.

Funding is provided by ADOT through a Maricopa Association of Governments regional area road fund grant and is available in the FY 2011-12 capital improvement program. There are no operating costs associated with this portion of the project.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X	X		X		\$15,060

Account Name, Fund, Account and Line Item Number:

Grand Avenue Infrastructure Improvements, Account No. 1650-67542-518200, \$15,060

The recommendation is to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an addendum to an agreement with Salt River Project for relocation and undergrounding of electric utilities as part of the Grand Avenue infrastructure improvement project, in an amount not to exceed \$15,060.

Resolution No. 4557 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA

COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT ENTITLED, “DISTRIBUTION DESIGN & CONSTRUCTION CONTRACT ADDENDUM” WITH SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT FOR THE RELOCATION AND UNDERGROUNDING OF ELECTRIC UTILITIES AS PART OF THE GRAND AVENUE INFRASTRUCTURE IMPROVEMENT PROJECT.

5. INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA STATE FORESTRY DIVISION

This item was administratively removed from the agenda and not heard.

It was moved by Frate and seconded by Knaack, to approve the recommended actions on Consent Agenda Item Nos. 1 through 4, including the approval and adoption of Resolution No. 4556 New Series, Resolution No. 4557 New Series, and to forward Liquor License Application No. 5-5459, AYY Chihuahua Cantina to the State of Arizona Department of Liquor Licenses and Control, with the recommendation for approval. The motion carried unanimously.

BIDS AND CONTRACTS

6. AGREEMENT WITH HABITAT FOR HUMANITY CENTRAL ARIZONA

Jim Colson, Deputy City Manager, presented this item.

This is a request for City Council to authorize the City Manager to enter into an Agreement for Neighborhood Stabilization Program 3 (NSP 3) funds for Acquisition, Rehabilitation and Resale of Foreclosed Homes (Agreement) with Habitat for Humanity Central Arizona (Habitat).

In November of 2011, the City of Glendale conducted a request for proposal (RFP) process, following the city’s procurement code, to identify a qualified partner to mitigate the impact of foreclosures in our community. Two qualified non-profit agencies responded to the RFP solicitation. The review team evaluated both respondents, which resulted in Habitat for Humanity Central Arizona being recommended for award. The letter of intent to award was posted on the city’s website October 6, 2011 for a period of 14 days, no questions or comments were received.

This Agreement will allow Habitat to use NSP 3 funds in the amount of \$1,296,540 to purchase and renovate 12 foreclosed single-family homes in the target areas of Glendale as outlined in the attached boundary map and indicated below. The homes will be re-sold to income-qualified residents.

- North: Orangewood Ave., South: Glendale Ave., East: 53rd Ave., West: 57th Ave.
- North: Glendale Ave., South: Ocotillo Rd., East: 63rd Ave., West: 67th Ave
- North: Glendale Ave., South: Maryland Ave., East: 59th Ave., West: 63rd Ave.
- North: Glendale Ave., South: Maryland Ave., East: 51st Ave., West: Grand Ave.

- North: Glendale Ave., South: Maryland Ave., East: 43rd Ave., West: 51st Ave.

During the acquisition phase, Habitat will consult with local realtors to identify vacant, foreclosed properties in the city’s target areas and obtain the required environmental assessments and clearances through the city. An outreach to schools, neighborhoods, community groups, churches, and housing shelters will be made by Habitat to identify the opportunities for home ownership to qualified residents. The U.S. Department of Housing and Urban Development (HUD) requires program home buyers to participate in counseling to enhance money management and financial planning skills. Habitat requires home buyers to invest at least 100 hours of sweat equity by working on home rehabilitation projects.

Habitat’s business model generates substantial cost reductions through the use of volunteer labor to rehabilitate homes and frequent receipt of donated or discounted materials. It is anticipated that Habitat volunteers will donate approximately 864 hours of time on each home rehabilitated.

On March 22, 2011, Council formally adopted an amendment to the Community Revitalization Annual Action Plan accepting NSP 3 funds from HUD and allocated \$1,296,540 to the acquisition and rehabilitation of foreclosed single family houses, targeting neighborhoods surrounding the Centerline Area.

On December 16, 2010, during a public meeting, the Community Development Advisory Committee (CDAC) reviewed and approved the eligibility of the NSP 3 funding.

The acquisition, revitalization and resale of foreclosed single family houses will help stabilize neighborhoods and improve the quality of life for the existing neighbors. These units will be completely rehabilitated and incorporated with energy-efficient and green building features, which maintains affordability.

HUD requires cities to solicit comments through a public participation plan. On December 16, 2010, during a public meeting, CDAC reviewed and approved the eligibility of the NSP 3 funding. The Public Notice was published in The Glendale Star on December 23, 2010 and December 30, 2010, informing the public about the amendment to the Community Revitalization Annual Action Plan, the five locations in which to view the amendment and the 15-day public comment period. The public comment period began on January 7, 2011 and ended January 24, 2011. In addition, on January 19, 2011, CDAC conducted a public hearing on the Annual Action Plan to accept the NSP 3 funds, and the proposed eligible use of said funds. No comments were received.

NSP 3 funds in the amount of \$1,296,540 will be used for the project. An in-kind match provided through Habitat volunteers include approximately 10,368 hours of volunteer labor valued at approximately \$128,988.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		\$1,296,540

Account Name, Fund, Account and Line Item Number:

Neighborhood Stabilization Program 3, Account No. 1311-30910-518200, \$1,296,540

The recommendation is to authorize the City Manager to enter into an Agreement for Neighborhood Stabilization Program 3 funds for Acquisition, Rehabilitation and Resale of Foreclosed Homes with Habitat for Humanity Central Arizona.

Councilmember Knaack commented this was a great ongoing story in the partnership between Habitat for Humanity and the City of Glendale. Having these families placed in these new homes was one of the best things they could do. She thanked Mr. Roger Schwierjohn for all his dedication and service to the Habitat for Humanity and the City of Glendale.

Councilmember Clark agreed with Councilmember Knaack's comments and added that most of the Council has attended one or more of these home dedications. She remarked on the ripple effect these new homes have on the rest of the neighborhood. The neighbors begin to also invest in their properties. She asked staff to take a minute to explain to the public the city's plan to only rehabilitate 12 homes with the \$1.2 million. She asked staff to explain how that money is spent so they understand the value of the city's investment.

Mr. Roger Schwierjohn, President and CEO of Habitat for Humanity for Central Arizona, explained they estimate based on an average acquisition price of somewhere around \$65,000 to \$75,000 per house. Additionally, based on the condition of the home, they will spend an additional \$35,000 or \$40,000 per home to renovate. He explained the extensive work done to each home includes making it energy efficient.

Councilmember Clark commented on the many sponsors Habitat for Humanity has that helped defray cost since the cost was sometimes more than the \$35,000 or \$40,000 per home to renovate. Mr. Schwierjohn indicated that if any money was left over, they will do more than the 12 homes. However, they had to be realistic and use their estimate first. He noted many of the major banks have identified Glendale as one of the cities they want to focus their dollars in.

Councilmember Clark stated this really was a positive program that uplifts neighborhoods. She thanked Mr. Schwierjohn once again for all he did in the communities.

Mayor Scruggs said she was very proud to have Mr. Schwierjohn as a Glendale citizen and proud of all the great work he had done with Habitat for Humanity for the rest of the citizens for so many years. Thank you.

It was moved by Clark, and seconded by Martinez, to authorize the City Manager to enter into an Agreement for Neighborhood Stabilization Program 3 funds for Acquisition, Rehabilitation and Resale of Foreclosed Homes with Habitat for Humanity Central Arizona. The motion carried unanimously.

RESOLUTIONS

7. INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR POLICE DEPARTMENT RECORD COMPUTER SYSTEM

Debora Black, Interim Police Chief, presented this item.

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the City of Phoenix Police Department for use of its Police Automated Computer Entry (PACE) system.

This IGA specifies the use of the PACE system. The purpose of the IGA is to outline conditions under which the Phoenix and Glendale Police Departments allow the sharing of law enforcement information. Glendale Police Department is currently an active user of the PACE system, and routinely enters law enforcement information into PACE and utilizes PACE for investigative purposes.

The Glendale Police Department has been using the PACE system for at least two decades. The fee to access to this system is \$17,600 annually. If approved, this IGA will remain in force for ten years.

Entering into this IGA will continue to enhance and foster the exchange of criminal justice information, to assist in criminal investigations, and improve officer and public safety.

Funds are available in the FY 2011-12 operating budget of the Police Department.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		\$17,600

<u>Account Name, Fund, Account and Line Item Number:</u> Communications, Account No. 1000-12230-523400, \$17,600
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The recommendation is to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with the City of Phoenix Police Department for use of its Police Automated Computer Entry system.

Resolution No. 4559 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX POLICE DEPARTMENT FOR USE OF ITS POLICE AUTOMATED COMPUTER ENTRY (PACE) SYSTEM BY THE GLENDALE POLICE DEPARTMENT.

It was moved by Knaack, and seconded by Martinez, to pass, adopt and approve Resolution No. 4559 New Series. The motion carried unanimously.

8. INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR RECIPROCAL SOLID WASTE DISPOSAL SERVICES

Frank Lomeli, Deputy Director, Public Works, presented this item.

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the City of Phoenix for reciprocal solid waste disposal services. The agreement provides for a mutual exchange of solid waste tonnage and disposal services at respective Glendale and Phoenix solid waste facilities.

The cities of Glendale and Phoenix have exchanged solid waste tonnage and disposal services through IGA's since 1995. This IGA allows solid waste vehicles from each city to utilize the landfill and transfer facilities owned by the other city depending on collection route locations. The advantages include efficiencies in vehicle routing and fuel economy, avoidance of excessive travel times and distances, solid waste services provided to residents more quickly and cost effectively, and pollution reduction. Tonnage is tracked by both cities on a monthly basis and the city with more disposal tonnage at the end of the fiscal year pays the posted gate rate for that disposal facility. Glendale and Phoenix exchange an equivalent tonnage amount of approximately 12,000 tons annually.

Upon Council approval, the IGA will become effective immediately and will continue thereafter until June 30, 2015. The IGA contains an option that will permit the City Manager, at his discretion, to extend the term for one additional three-year period, on the terms and conditions acceptable to both Glendale and Phoenix. The IGA has already been approved by the Phoenix City Council.

On March 19, 2009, the City Manager executed the first amendment to the IGA with Phoenix extending the term of agreement for one additional three-year period.

On February 28, 2006, Council adopted the IGA with Phoenix for waste tonnage exchange and reciprocal solid waste disposal services, and authorized the City Manager to extend the term for one additional three-year period.

On July 25, 1995, Council adopted the first IGA with Phoenix for waste tonnage exchange and reciprocal solid waste disposal services. The IGA was renewed by Council on December 12, 2000, and later extended by the City Manager on January 2, 2004.

The recommendation is to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with the City of Phoenix for reciprocal solid waste disposal services; and further authorizing the City Manager, at his discretion, to extend the term in accordance with the provisions of the intergovernmental agreement.

Councilmember Clark asked since tonnage was tracked by both cities on a monthly basis and the city with more disposal tonnage at the end of the fiscal year pays the posted gate rate for that disposal facility, who typically ends up paying the end year fee or does it alternate between

cities? Frank Lomeli, Deputy Director, Public Works, stated historically, the city of Phoenix ends up paying the posted gate rate. The overage over a seven year span has been between 13 to 300 tons. Councilmember Clark asked how this affected the capacity of our landfill. Mr. Lomeli explained the city does have the capacity to handle additional tonnage, especially now since they have seen a decrease. Councilmember Clark expressed her concern with Phoenix putting in an additional 300 tons and the landfill life expectancy. Mr. Lomeli explained they did their best every month through a monthly tracking report to balance those tons the best they can.

Councilmember Clark inquired as to the year the additional 300 tonnage occurred. Mr. Lomeli replied it was FY 2006/07. Councilmember Clark asked how much the city was saving being involved with this IGA. Mr. Lomeli noted their general analysis indicates their saving to be approximately 6000 miles annually. Councilmember Clark noted this might be saving the city a lot on fuel costs these days. Mr. Lomeli agreed and indicated sanitation trucks averages about three miles per gallon.

Mayor Scruggs said she wanted to go back to this overage and put it in perspective. She noted the material Council received on this says that Glendale and Phoenix exchange an equivalent tonnage amount of approximately 12,000 tons annually. She continued that without this IGA, Glendale would still have that same 12,000 tons going into our landfill. She stated the 300 additional tonnage is somewhere between one and one hundredths of a percent to three percent. She believed that would be a three percent difference so it really is negligible.

Mr. Lomeli agreed.

Mayor Scruggs said for those who are wondering why the city is doing this ...sending 12,000 tons to the Phoenix landfill; and, accepting 12,000 tons in our landfill, it is as Councilmember Clark just pointed out, the savings in the gasoline or diesel fuel, was really a big deal.

Resolution No. 4560 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 RECIPROCAL SERVICES AGREEMENT FOR LANDFILL DISPOSAL SERVICES WITH THE CITY OF PHOENIX.

It was moved by Martinez, and seconded by Clark, to pass, adopt and approve Resolution No. 4560 New Series. The motion carried unanimously.

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

It was moved by Frate, and seconded by Knaack, to hold a City Council Workshop at 8:30 a.m. in the City Council Chambers on Tuesday, April, 17, 2012, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried unanimously.

MOTION TO EXCUSE COUNCILMEMBER LIEBERMAN

It was moved by Frate, and seconded by Martinez, to excuse Councilmember Lieberman from tonight's Council meeting. The motion carried unanimously.

CITIZEN COMMENTS

Darcy Serlin, a City of Phoenix resident, stated there were no Albertsons, Bashas', Fresh & Easy, Frys, Safeway, Target grocers, Whole Foods or Walmart Super Centers in the Yucca District. A Walmart Neighborhood Market Place was the only major grocer operating in the Yucca District. She added the Yucca District also did not have a library, dog park, swimming pool facility, recreation center, fishing lake or softball and soccer fields. She explained the enormous need for a swimming pool in the area with the triple digit heat just around the corner. She noted the debt the city has incurred creating sports venues in the Yucca District while creating no community projects.

Andrew Marwick, a City of Phoenix resident, provided his observations about the freeways in Arizona and their effect on development in the area. He does not agree with the proposed highway development scheduled in and around Luke Air Force Base and Westgate area.

Arthur L. Thruston, a Cactus District resident, stated he has been vindicated and proven not crazy. He told the Council many times all he knew about the city was what he read in the newspapers, saw on television, etc. However, he felt secure that the Mayor and City Council were taking care of things. He recently read that Mayor Scruggs said she didn't know more than she read in the newspapers with regard to the Coyotes', etc. He expressed concern.

Mr. Thruston continued recently, Mayor Scruggs and Vice Mayor Frate had announced they would not be seeking a next term and candidates have been coming out of the woodwork. He agrees with all the wonderful things that have been said about Mayor Scruggs' period in office. However, was surprised to hear that now the Council was going to fix the budget, except, he thought that's what they had been doing for 20 years. He read from an article that talked about wanting the NHL to grant a payment plan to the city. He believes it was pretty bad when the NHL has to save the city because of the errors that have been made. He reiterated that he'd said before Mayor Scruggs was his favorite Mayor and still is.

COUNCIL COMMENTS AND SUGGESTIONS

Vice Mayor Frate reminded everyone to always watch children around water.

Councilmember Martinez invited everyone to his Cholla District meeting on April 18th at the Foothills Library starting at 6:30pm.

Councilmember Knaack encouraged everyone to attend the Jazz and Blues Festival this weekend. She hopes to see everyone out there having a great time.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:50 p.m.

Pamela Hanna - City Clerk



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

04/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Councilmember Joyce Clark

SUBJECT: BOARDS, COMMISSIONS AND OTHER BODIES

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.

Ad-Hoc Water and Sewer Task Force

John Arnett	Barrel	Appointment	04/24/2012	12/31/2012
Jack Bethel	Barrel	Appointment	04/24/2012	12/31/2012
Theodora Hackenberg	Barrel	Appointment	04/24/2012	12/31/2012
Al Lenox	Barrel	Appointment	04/24/2012	12/31/2012
Becky Shady	Barrel	Appointment	04/24/2012	12/31/2012
Marlene Versluis	Barrel	Appointment	04/24/2012	12/31/2012
Matthew Versluis	Barrel	Appointment	04/24/2012	12/31/2012
William Wilkinson	Barrel	Appointment	04/24/2012	12/31/2012
Michael Wood	Barrel	Appointment	04/24/2012	12/31/2012
James Grose	Cholla	Appointment	04/24/2012	12/31/2012
Pattie Johnston	Cholla	Appointment	04/24/2012	12/31/2012
David Wright	Cholla	Appointment	04/24/2012	12/31/2012
Bernadette Bolognini	Ocotillo	Appointment	04/24/2012	12/31/2012
Brian Gallimore	Sahuaro	Appointment	04/24/2012	12/31/2012
Roger Schwierjohn	Sahuaro	Appointment	04/24/2012	12/31/2012
Marlowe Myers Garay	Mayoral	Appointment	04/24/2012	12/31/2012
Gail Meyers	Mayoral	Appointment	04/24/2012	12/31/2012
Charlene Sharp	Mayoral	Appointment	04/24/2012	12/31/2012

Arts Commission

Anne Owens	Barrel	Appointment	04/24/2012	08/23/2012
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Board of Adjustment

Jessica Galbavy	Yucca	Appointment	04/24/2012	06/30/2013
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Citizens Bicycle Advisory Committee

Donna Williams	Mayoral	Appointment	04/24/2012	03/05/2014
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Citizens Transportation Oversight Commission

John Ferguson	Cholla	Appointment	04/24/2012	03/26/2014
Theodora Hackenberg	Barrel	Reappointment	04/24/2012	03/25/2014

Commission on Persons with Disabilities

Laura Hirsch	Mayoral	Appointment	04/24/2012	02/27/2014
Beverly Marshall	Barrel	Appointment	04/26/2012	04/26/2014

Community Development Advisory Committee

Cherie Hudson	Yucca	Appointment	04/24/2012	04/24/2014
Richard Schwartz – Chair	Yucca	Appointment	04/26/2012	04/26/2013
Arthur Swander Jr. – Vice Chair	Ocotillo	Appointment	04/26/2012	04/26/2013

Historic Preservation Commission

Lillian Mickey Lund	Barrel	Appointment	04/24/2012	04/13/2014
Marshall Pimentel	Yucca	Appointment	04/24/2012	04/13/2014
Jacoba Worsdell	Ocotillo	Reappointment	04/24/2012	04/13/2014

Industrial Development Authority

Robert Holmes	Cholla	Appointment	04/24/2012	08/23/2014
Michael Mitchum	Cholla	Appointment	04/24/2012	08/23/2016

Library Advisory Board

Misty Drake	Mayoral	Appointment	04/24/2012	04/13/2014
Holly Fallucca	Cholla	Appointment	04/24/2012	04/13/2014
Susan Shelly	Barrel	Appointment	04/24/2012	04/13/2014
Charlene Sharp – Chair	Sahuaro	Appointment	04/24/2012	04/13/2013

Parks & Recreation Advisory Commission

Samantha Cooke – Teen	Sahuaro	Reappointment	05/27/2012	05/27/2013
John Krystek	Sahuaro	Appointment	04/24/2012	06/28/2013
Gail Meyers	Mayoral	Appointment	04/24/2012	04/09/2014
Allison Tedford – Teen	Cholla	Reappointment	05/27/2012	05/27/2013
Jamie Aldama – Vice Chair	Yucca	Appointment	04/24/2012	02/26/2013

Planning Commission

David Penilla	Barrel	Reappointment	04/24/2012	03/25/2014
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Recommendation

Make appointments to the boards, commissions and other bodies and administer the Oaths of Office.



Ed Beasley
City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

04/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager
PRESENTED BY: Office of the Mayor

SUBJECT: **PROCLAIM MAY 2, 2012 AS GLENDALE PEACE OFFICERS MEMORIAL DAY**

Purpose

This is a request for City Council to proclaim May 2, 2012 as Glendale Peace Officers Memorial Day. Through this proclamation, Glendale will honor law enforcement officers and their families who, through their courageous deeds, have made the ultimate sacrifice.

Members of Fallen Officer Bradley Jones' squad will be present to accept the proclamation.

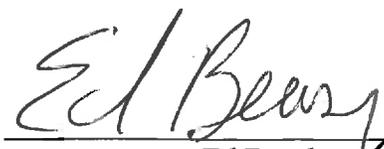
Background

On May 15, 1982, the first National Peace Officers' Memorial Day Service was held on Capitol Hill in Washington DC to honor those fallen officers who lost their lives in the line of duty. In 1991, the National Law Enforcement Officers' Memorial was dedicated in Judiciary Square in Washington DC and carries the names of over 19,000 fallen law enforcement officers, including Glendale's own fallen heroes: Sergeant Patrick L. Campbell and Officer Anthony J. Holly. This year, Officer Bradley R. Jones' name will be etched onto the memorial. On October 28, 2011, Officer Jones lost his life in the line of duty.

The men and women of the Glendale Police Department play an essential role in safeguarding the rights and freedoms of all citizens. May 2, 2012, is a day dedicated to paying tribute to the courageous men and women who have lost their lives protecting the community, and honor all those who wear the badge and keep the peace.

Recommendation

Present the proclamation to members of Fallen Officer Bradley Jones' squad recognizing May 2, 2012 as Glendale Peace Officers Memorial Day.


Ed Beasley
City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

04/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Office of the Mayor

SUBJECT: **PROCLAIM MAY 2012 AS NATIONAL HISTORIC PRESERVATION MONTH**

Purpose

This is a request for City Council to proclaim May 2012 as National Historic Preservation Month in Glendale. Ron Short, FAICP, Vice President of the Glendale Historical Society, will accept this proclamation on behalf of the Glendale Historic Preservation Commission.

Background

Since 2005, the National Trust for Historic Preservation celebrates May as National Historic Preservation Month. Each year is distinguished with a theme representing some aspect of historic preservation to promote national and community pride. The theme for 2012 is "Discover America's Hidden Gems."

Historic preservation helps stabilize older communities, connecting people with the past and one another. The City of Glendale is committed to preserving and maintaining its historic heritage for future generations to enjoy. Historic preservation adds to the quality of life making for a more vibrant and livable community. There are economic, cultural, environmental, and educational benefits of preservation planning. It contributes to the creation of more jobs, increases tax revenue, and raises property values. It also encourages community reinvestment and revitalizes urban cores.

Glendale is a community filled with quaint historic neighborhoods and a vibrant historic downtown. Recognizing the value of these historic resources and the city's on-going support of preservation planning is expressed by joining communities across the nation in celebrating May 2012 as National Historic Preservation Month.

Recommendation

Present the proclamation recognizing May 2012 as National Historic Preservation Month in Glendale, to Ron Short, FAICP, Vice President of the Glendale Historical Society, on behalf of the Glendale Historic Preservation Commission.


Ed Beasley
City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

04/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **SPECIAL EVENT LIQUOR LICENSE, VETERANS OF FOREIGN WARS**

Purpose

This is a request for City Council to approve a special event liquor license for the V.F.W. The event will be held at the V.F.W. located at 7618 North 63rd Avenue on Saturday, April 28, 2012 from 10:00 a.m. to 2:00 a.m. The purpose of this special event liquor license is for a fundraiser.

Background

If this application is approved, the total number of days expended by this applicant will be one of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Recommendation

Based on the information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

Ed Beasley
City Manager



Attachment Memorandum

DATE: 04/24/2012
TO: Ed Beasley, City Manager
FROM: Susan Matousek, Revenue Administrator
SUBJECT: SPECIAL EVENT LIQUOR LICENSE, VETERANS OF FOREIGN WARS

1. Finance Department Memorandum
2. Special Event Liquor License Application
3. Planning Department Approval
4. Fire Department Approval



Finance Department
Memorandum

DATE: April 24, 2012
TO: Ed Beasley, City Manager
FROM: Susan Matousek, Revenue Administrator
SUBJECT: **SPECIAL EVENT LIQUOR LICENSE, VETERANS OF FOREIGN WARS**

REQUEST: Special Event Liquor License

LOCATION: 7618 North 63rd Avenue

DISTRICT: Ocotillo

ZONED: M-1 (Light Industrial)

APPLICANT: Jon William DePratt

OWNER: V.F.W.

DETAILS OF REQUEST:

1. The event will be held on Saturday, April 28, from 10 a.m. to 2 a.m.
2. The total number of days expended by this applicant will be one out of the allowed 10 days per calendar year.
3. The purpose of this event is for a fundraiser.

REVIEW/ANALYSIS:

In accordance with A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

PLANNING DEPARTMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

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 approval.

REVIEWED BY:



Revenue Administrator



Executive Director-Financial Services

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 10 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name V.F.W. 100%
Percentage

Address 7618 N 63RD Ave Glendale AZ 85301

Name _____ Percentage

Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

_____ # Police Fencing
(8) X # Security personnel Barriers

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO

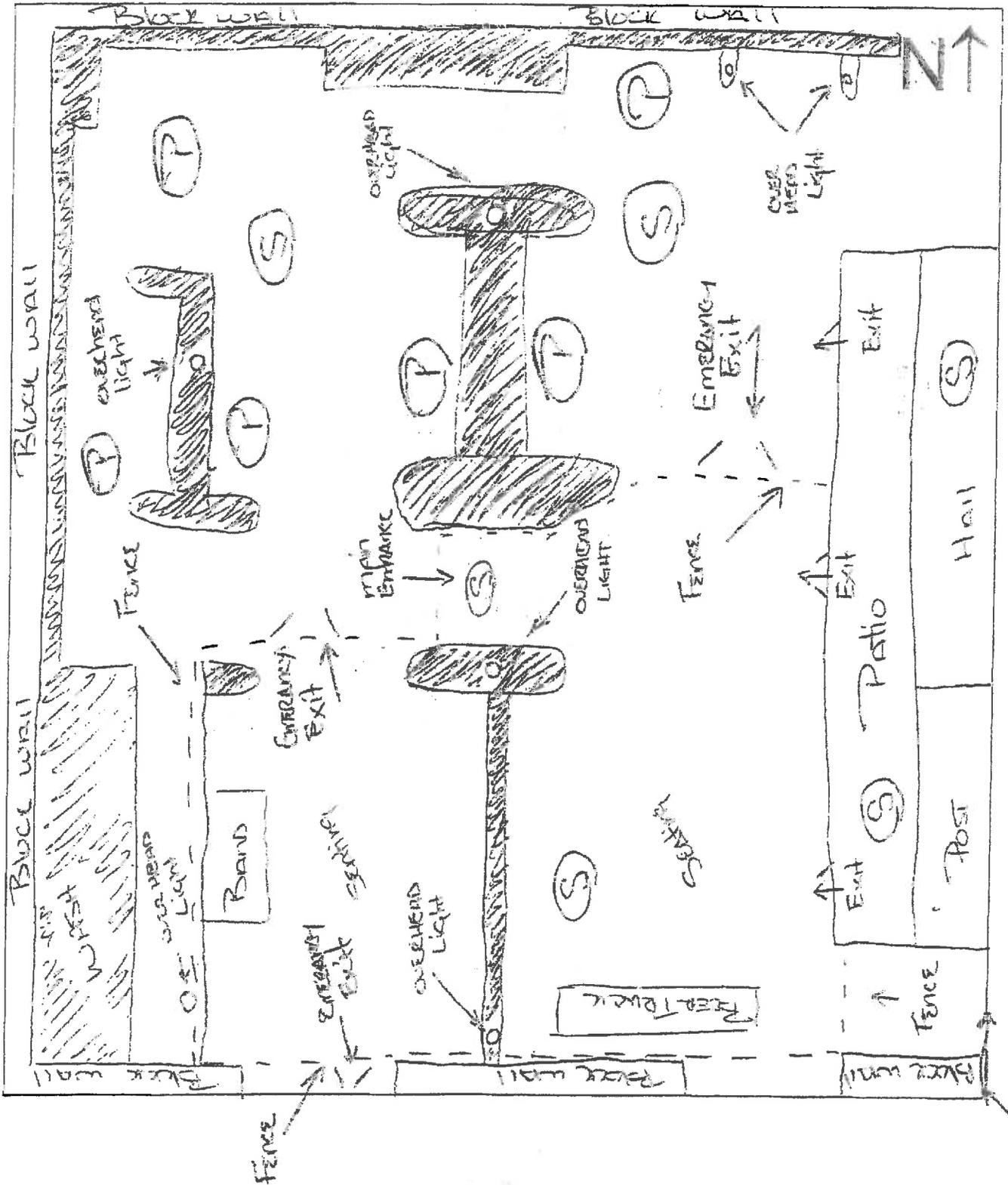
(ATTACH COPY OF AGREEMENT)

VFW 7618 N 63RD Ave Glendale (602) 423-6276
Name of Business AZ 85301 Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
 (This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
 NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

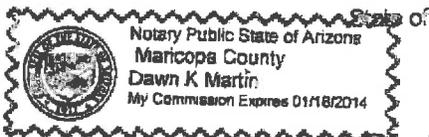


= Cues with ground
 S = Security
 P = Parking
 = Fence

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Jon W DeParr declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] MANAGER 3/5/12 (602) 423-6276
 (Signature) (Title/Position) (Date) (Phone #)



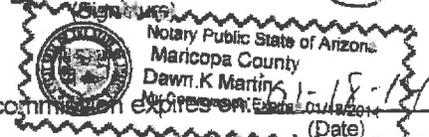
State of ARIZONA County of MARICOPA
 The foregoing instrument was acknowledged before me this 5th MARCH 2012
 Day Month Year

My Commission expires on: 01-18-14 (Date) Dawn K Ma (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Jon DeParr declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] State of ARIZONA County of MARICOPA
 The foregoing instrument was acknowledged before me this



5th MARCH 2012
 Day Month Year
Dawn K Ma
 (Signature of NOTARY PUBLIC)

My Commission expires on: 01-18-14 (Date)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
 (Government Official) (Title)
 on behalf of _____
 (City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLIC DEPARTMENT USE ONLY

Department Comment Section:

 _____ (Employee) _____ (Date)

APPROVED DISAPPROVED BY: _____

 _____ (Title) _____ (Date)

LIQUOR LICENSE APPLICATION—PLANNING DEPARTMENT

DATE ROUTED TO PLANNING: 4/6/12

DEADLINE FOR PLANNING: APPROVAL/DISAPPROVAL: 4/6/12

APPLICANT: VFW

ACCOUNT NO: 300000244

LOCATION: 7618 N 63rd Ave

APPLICATION: New License/New Location Location Transfer
 New License/Existing Location Temporary Extension of Premises
 Person Transfer/Existing Location Permanent Extension of Premises
 Person Transfer/New Location Special Event Liquor License

TYPE OF BUSINESS: Fraternal

DOCUMENTS ROUTED: Application for Liquor License Diagram of Premises

Other _____

FOR PLANNING USE—APPROVAL OR DISAPPROVAL

ZONING ONLY: APPROVED DISAPPROVED ZONING DISTRICT: M-1

REASON FOR DISAPPROVAL (#1-12) _____

INITIALS: PH

(See Attached List)

C.U.P. ONLY:

DATE: 4/6/12

IS C.U.P. REQUIRED FOR ANY PROPOSED USE (If so, explain below): Yes No

IS PROPOSED USE GRANDFATHERED: Yes No DATE STARTED: _____

DOES PROPERTY HAVE A C.U.P.: Yes No DATE GRANTED: _____

IS C.U.P. APPLICATION PENDING: Yes No DATE APPLIED: _____

COMMENTS: _____

PLEASE RETURN TO Tammy Hicks (623) 930-2209

N:\CUSTSERV\LIQUOR\REGLIQ\planning.doc

LIQUOR LICENSE APPLICATION
FIRE SAFETY NOTIFICATION

DATE ROUTED TO FIRE SAFETY: 4/6/12

DEADLINE FOR FIRE SAFETY APPROVAL/DISAPPROVAL: 4/6/12

APPLICANT: VFW

ACCOUNT NO: 300000244

LOCATION: 7618 N. 63rd Avenue

APPLICATION: New License/New Location Location Transfer
 New License/Existing Location Temporary Extension of Premises
 Person Transfer/Existing Location Permanent Extension of Premises
 Person Transfer/New Location Special Event Liquor License

TYPE OF BUSINESS: Fraternal

DOCUMENTS ROUTED: Application for Liquor License Diagram of Premises
 Other _____

APPROVED / DISAPPROVED _____ INITIALS: KB Date: 4/6/12

REASON FOR DISAPPROVAL (#1-12) _____
(See Attached List)

COMMENTS: _____

PLEASE RETURN TO Tammy Hicks 623-930-2209



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

04/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **SPECIAL EVENT LIQUOR LICENSES, ST. THOMAS
MORE PARISH**

Purpose

This is a request for City Council to approve two special event liquor licenses for St. Thomas More Parish. The events will be held at St. Thomas More Parish located at 6180 West Utopia Road on Saturdays, May 5 and October 20, 2012, from 6 p.m. to 11 p.m. The purpose of these special event liquor licenses is for fundraisers.

Background

If these applications are approved, the total number of days expended by this applicant will be two of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed these applications and determined that they meet all technical requirements.

Recommendation

Based on the information provided under the background, it is staff's recommendation to forward these applications to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 04/24/2012
TO: Ed Beasley, City Manager
FROM: Susan Matousek, Revenue Administrator
SUBJECT: SPECIAL EVENT LIQUOR LICENSES, ST. THOMAS MORE PARISH

1. Finance Department Memorandum
2. Special Event Liquor License Application
3. Planning Department Approval
4. Fire Department Approval



Finance Department
Memorandum

DATE: April 24, 2012
TO: Ed Beasley, City Manager
FROM: Susan Matousek, Revenue Administrator
SUBJECT: **SPECIAL EVENT LIQUOR LICENSES, ST. THOMAS MORE PARISH**

REQUEST: Special Event Liquor Licenses

LOCATION: 6180 West Utopia Road

DISTRICT: Cholla

ZONED: R1-7 (Single Family Residential)

APPLICANT: James F. Turner

OWNER: St. Thomas More Parish

DETAILS OF REQUEST:

1. Events will be held on Saturdays, May 5 and October 20, 2012, from 6 p.m. to 11 p.m.
2. The total number of days expended by this applicant will be two out of the allowed 10 days per calendar year.
3. The purpose of these events is for fundraisers.
4. Proceeds from these events go to the St. Thomas More Parish.

REVIEW/ANALYSIS:

In accordance with A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed the applications and determined that they meet all technical requirements.

PLANNING DEPARTMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

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 approval.

REVIEWED BY:



Revenue Administrator



Executive Director-Financial Services

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 1 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT.

Name ST THOMAS MORE PARISH 100%
Address 6180 WEST UTOPIA ROAD GLENDALE 85308 Percentage
Name _____ Percentage
Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

2 # Police Fencing
 # Security personnel Barriers

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO
(ATTACH COPY OF AGREEMENT)

ST. THOMAS MORE CATHOLIC CHURCH (623) 566-8222
Name of Business Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

Today's Date _____



Special Event Liquor Application
Please return the Department of Liquor's application to the
City of Glendale for processing.

Business Name: ST THOMAS MORE PARISH
Location: 6180 WEST UTOPIA ROAD GLENDALE 85308
Contact Person: CYNTHIA LANUEZ
Contact Phone Number: 623 566 8222

What is the purpose of the event? SOCIAL

Will there be live music? D.J.

Will there be patron dancing? YES

How many people are expected at the event? 200+/-

Hours of Event: 6:00 - 11:00 p.m.

Will any part of the event take place in the parking lot? NO

If so, how many parking places will be taken? _____

How many total parking places are available? _____

Will there be fencing? NO If yes, what type of fence? _____

Height of the fence? _____

How many exit gates? _____

Width of gates? _____

Will there be a tent? NO If yes, please provide the size of the tent. _____

Regulatory and Communications
City of Glendale
5850 W. Glendale Avenue
Glendale, AZ 85301
623-930-2214
623-930-2219
623-930-2186 (fax)

City of Glendale

Special Event Liquor Questionnaire

Today's Date: _____

Organization Name: ST THOMAS MORE PARISH

Organization Address: 6180 WEST UTOPIA ROAD GLENDALE 85308

Date(s) of Event: MAY 5, 2012

Event Location's Address: 6180 WEST UTOPIA ROAD GLENDALE 85308

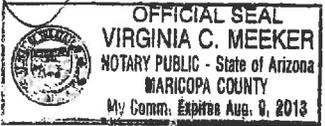
Applicant's Name: REV. JAMES TURNER

1. What is the purpose of this event? (i.e. reason for fundraiser, holiday celebration)
SOCIAL - DINNER / DANCE
2. Will there be live entertainment provided at the event? (i.e. live band, disk jockey)
D.J.
3. If there is entertainment, please provide entertainment hours and state if it will be outdoors.
7:00 P.M. - 11:00 P.M.
4. Have you acquired all necessary licenses and permits if needed? (i.e. sales tax, special event) If yes, please list.
YES
5. Will there be a cover or entrance charge?
YES
6. Please estimate attendance and what is the target age group?
200 +/- 21 YRS AND OVER
7. Will food be offered for sale at the event and what kind? (i.e. hot dogs, dinner, packaged snacks)
INCLUDED IN TICKET PRICE
8. Will amusements be available and what kind? (i.e. pony rides, carnival rides, games)
NO
9. Please attach a map of the location identifying all of the above activities.

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, JAMES TURNER declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] PASTOR 3.27.12 (623) 5668222
(Signature) (Title/Position) (Date) (Phone #)



State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

27 MARCH 2012
Day Month Year

My Commission expires on: AUGUST 9, 2013
(Date)

Virginia C Meeker
(Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, JAMES TURNER declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] State of ARIZONA County of MARICOPA
(Signature) The foregoing instrument was acknowledged before me this

27 MARCH 2012
Day Month Year

My commission expires on: AUGUST 9, 2013
(Date)

Virginia C Meeker
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

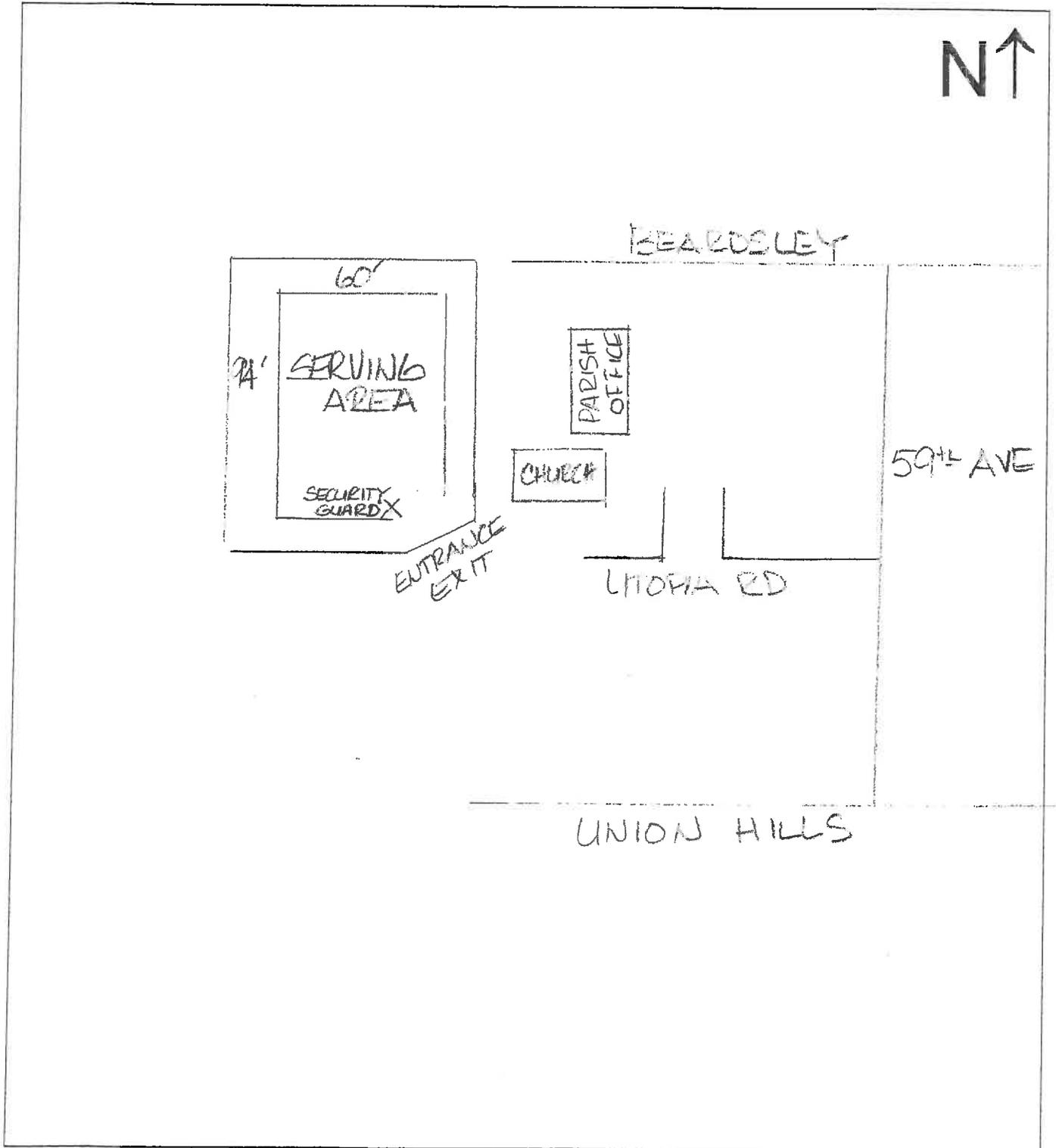
Department Comment Section:

(Employee) (Date)

APPROVED DISAPPROVED BY: _____
(Title) (Date)

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 2 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT.

Name ST THOMAS MORE PARISH 100%
Address 6180 WEST UTOPIA ROAD GLENDALE 85308 Percentage

Name _____ Percentage _____
Address _____

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

2 # Police Fencing
____ # Security personnel Barriers

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO
(ATTACH COPY OF AGREEMENT)

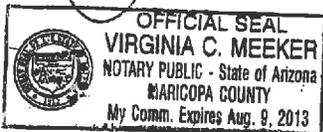
ST. THOMAS MORE CATHOLIC CHURCH (623) 566-8222
Name of Business Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, JAMES TURNER declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] (Signature) PASTOR (Title/Position) 3.27.12 (Date) (623) 5668222 (Phone #)



State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 27 Day MARCH Month 2012 Year

My Commission expires on: AUGUST 9, 2013 (Date) [Signature] (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, JAMES TURNER declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] (Signature) State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 27 Day MARCH Month 2012 Year

My commission expires on: AUGUST 9, 2013 (Date) [Signature] (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) _____ (Date)

APPROVED DISAPPROVED BY: _____

(Title) _____ (Date)

Today's Date _____



Special Event Liquor Application

Please return the Department of Liquor's application to the City of Glendale for processing.

Business Name: ST THOMAS MORE PARISH
Location: 6180 WEST UTOPIA ROAD GLENDALE 85308
Contact Person: CYNTHIA LANUEZ
Contact Phone Number: 623 566 8222

What is the purpose of the event? SOCIAL

Will there be live music? DJ.

Will there be patron dancing? YES

How many people are expected at the event? 200+/-

Hours of Event: 6:00pm - 11:00pm

Will any part of the event take place in the parking lot? NO

If so, how many parking places will be taken? _____

How many total parking places are available? _____

Will there be fencing? NO If yes, what type of fence? _____

Height of the fence? _____

How many exit gates? _____

Width of gates? _____

Will there be a tent? No If yes, please provide the size of the tent. _____

Regulatory and Communications
City of Glendale
5850 W. Glendale Avenue
Glendale, AZ 85301
623-930-2214
623-930-2219
623-930-2186 (fax)

City of Glendale

Special Event Liquor Questionnaire

Today's Date: _____

Organization Name: ST THOMAS MORE PARISH

Organization Address: 6180 WEST UTOPIA ROAD GLENDALE 85308

Date(s) of Event: OCTOBER 20, 2012

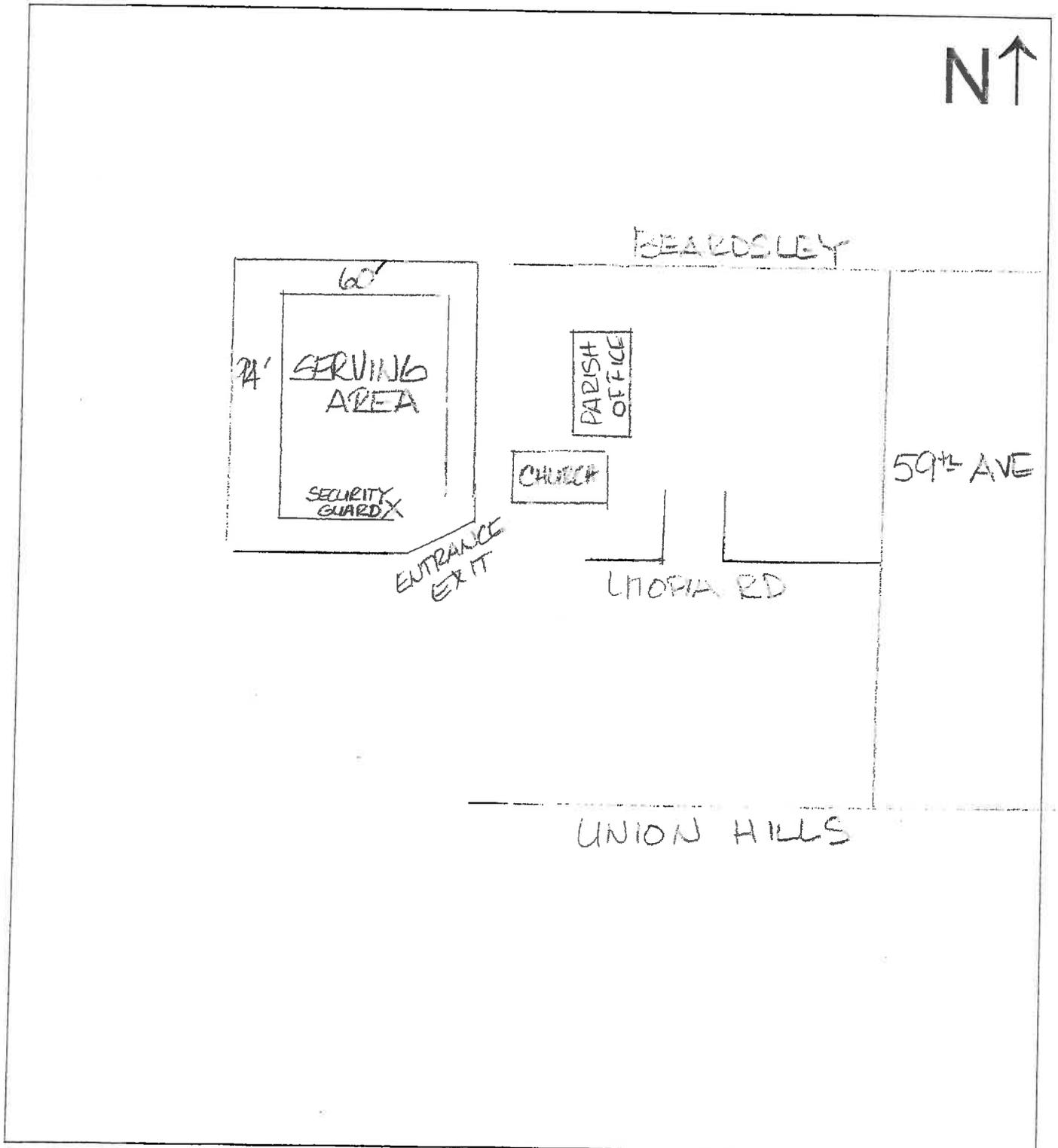
Event Location's Address: 6180 WEST UTOPIA ROAD GLENDALE 85308

Applicant's Name: REV. JAMES TURNER

1. What is the purpose of this event? (i.e. reason for fundraiser, holiday celebration)
SOCIAL - DINNER / DANCE
2. Will there be live entertainment provided at the event? (i.e. live band, disk jockey)
D.J.
3. If there is entertainment, please provide entertainment hours and state if it will be outdoors.
8:00pm - 11:00pm
4. Have you acquired all necessary licenses and permits if needed? (i.e. sales tax, special event) If yes, please list.
YES
5. Will there be a cover or entrance charge?
YES
6. Please estimate attendance and what is the target age group?
200+/-
7. Will food be offered for sale at the event and what kind? (i.e. hot dogs, dinner, packaged snacks)
INCLUDED IN COST OF TICKET
8. Will amusements be available and what kind? (i.e. pony rides, carnival rides, games)
NO
9. Please attach a map of the location identifying all of the above activities.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



LIQUOR LICENSE APPLICATION—PLANNING DEPARTMENT

DATE ROUTED TO PLANNING: 3/27/12

DEADLINE FOR PLANNING: APPROVAL/DISAPPROVAL: ASAP

APPLICANT: St Thomas More Church – 5/5/12

ACCOUNT NO: 500005882

LOCATION: 6180 W Utopia Rd

APPLICATION: New License/New Location Location Transfer
 New License/Existing Location Temporary Extension of Premises
 Person Transfer/Existing Location Permanent Extension of Premises
 Person Transfer/New Location Special Event Liquor License

TYPE OF BUSINESS: Religious

DOCUMENTS ROUTED: Application for Liquor License Diagram of Premises

Other _____

FOR PLANNING USE—APPROVAL OR DISAPPROVAL

ZONING ONLY: APPROVED DISAPPROVED

ZONING DISTRICT: A-7

REASON FOR DISAPPROVAL (#1-12) _____

INITIALS: PL

(See Attached List)

C.U.P. ONLY:

DATE: 3/27/12

IS C.U.P. REQUIRED FOR ANY PROPOSED USE (If so, explain below): Yes No

IS PROPOSED USE GRANDFATHERED: Yes No DATE STARTED: _____

DOES PROPERTY HAVE A C.U.P.: Yes No DATE GRANTED: _____

IS C.U.P. APPLICATION PENDING: Yes No DATE APPLIED: _____

COMMENTS: _____

PLEASE RETURN TO Tammy Hicks (623) 930-2209

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LIQUOR LICENSE APPLICATION—PLANNING DEPARTMENT

DATE ROUTED TO PLANNING: 3/27/12

DEADLINE FOR PLANNING: APPROVAL/DISAPPROVAL: ASAP

APPLICANT: St Thomas More Church – 10/20/12

ACCOUNT NO: 500005882

LOCATION: 6180 W Utopia Rd

APPLICATION: New License/New Location Location Transfer
 New License/Existing Location Temporary Extension of Premises
 Person Transfer/Existing Location Permanent Extension of Premises
 Person Transfer/New Location Special Event Liquor License

TYPE OF BUSINESS: Religious

DOCUMENTS ROUTED: Application for Liquor License Diagram of Premises
 Other _____

FOR PLANNING USE—APPROVAL OR DISAPPROVAL

ZONING ONLY: APPROVED DISAPPROVED

ZONING DISTRICT: R1-7

REASON FOR DISAPPROVAL (#1-12) _____

INITIALS: RL

(See Attached List)

C.U.P. ONLY:

DATE: 3/27/12

IS C.U.P. REQUIRED FOR ANY PROPOSED USE (If so, explain below): Yes No

IS PROPOSED USE GRANDFATHERED: Yes No DATE STARTED: _____

DOES PROPERTY HAVE A C.U.P.: Yes No DATE GRANTED: _____

IS C.U.P. APPLICATION PENDING: Yes No DATE APPLIED: _____

COMMENTS: _____

PLEASE RETURN TO Tammy Hicks (623) 930-2209

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LIQUOR LICENSE APPLICATION
FIRE SAFETY NOTIFICATION

DATE ROUTED TO FIRE SAFETY: 3/27/12

DEADLINE FOR FIRE SAFETY APPROVAL/DISAPPROVAL: ASAP

APPLICANT: St. Thomas More Church - 5/5/12

ACCOUNT NO: 500005882

LOCATION: 6180 W Utopia Rd

APPLICATION: New License/New Location Location Transfer
 New License/Existing Location Temporary Extension of Premises
 Person Transfer/Existing Location Permanent Extension of Premises
 Person Transfer/New Location Special Event Liquor License

TYPE OF BUSINESS: Religious

DOCUMENTS ROUTED: Application for Liquor License Diagram of Premises

Other _____

APPROVED DISAPPROVED _____ INITIALS: KB Date: 3/28/12

REASON FOR DISAPPROVAL (#1-12) _____
(See Attached List)

COMMENTS: _____

PLEASE RETURN TO Tammy Hicks 623-930-2209

LIQUOR LICENSE APPLICATION
FIRE SAFETY NOTIFICATION

DATE ROUTED TO FIRE SAFETY: 3/27/12

DEADLINE FOR FIRE SAFETY APPROVAL/DISAPPROVAL: ASAP

APPLICANT: St. Thomas More Church – 10/20/12

ACCOUNT NO: 500005882

LOCATION: 6180 W Utopia Rd

APPLICATION: New License/New Location Location Transfer
 New License/Existing Location Temporary Extension of Premises
 Person Transfer/Existing Location Permanent Extension of Premises
 Person Transfer/New Location Special Event Liquor License

TYPE OF BUSINESS: Religious

DOCUMENTS ROUTED: Application for Liquor License Diagram of Premises

Other _____

APPROVED DISAPPROVED _____ INITIALS: LB Date: 3/28/12

REASON FOR DISAPPROVAL (#1-12) _____
(See Attached List)

COMMENTS: _____

PLEASE RETURN TO Tammy Hicks 623-930-2209



Council Communication

Business-Voting Agenda

04/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **LIQUOR LICENSE NO. 5-5478, M SUSHI BAR**

Purpose

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for M Sushi Bar located at 18555 North 59th Avenue, Suite 124. The Arizona Department of Liquor Licenses and Control application (No. 12079053) was submitted by Sangchul Hwang.

Background

The location of the establishment is 18555 North 59th Avenue, Suite 124 in the Cholla District. The property is zoned SC (Shopping Center). The population density within a one-mile radius is 14,201. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	3
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	1
12	Restaurant	19
	Total	27

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Public Input

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

Recommendation

Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.


Ed Beasley
City Manager



Attachment Memorandum

DATE: 04/24/2012
TO: Ed Beasley, City Manager
FROM: Susan Matousek, Revenue Administrator
SUBJECT: LIQUOR LICENSE NO. 5-5478, M SUSHI BAR

1. Finance Department Memorandum
2. Liquor License Map



Finance Department
Memorandum

DATE: April 24, 2012
TO: Ed Beasley, City Manager
FROM: Susan Matousek, Revenue Administrator
SUBJECT: **LIQUOR LICENSE NO. 5-5478, M SUSHI BAR**

REQUEST: New, Non-Transferable
LICENSE: Series 12 (Restaurant)
LOCATION: 18555 North 59th Avenue, Suite 124
DISTRICT: Cholla
ZONED: SC (Shopping Center)
APPLICANT: Sangchul Hwang
OWNER: M Sushi Bar, Inc.

DETAILS OF REQUEST:

1. The population density is 14,201 persons within a one-mile radius.
2. The 300 feet from any church or school rule does not apply to this series license.
3. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one.

CITIZEN PARTICIPATION TO DATE:

No protests were received during the 20-day posting period, March 8 through March 28, 2012.

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 a new, non-transferable series 12

license, may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

PLANNING DEPARTMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

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 approval.

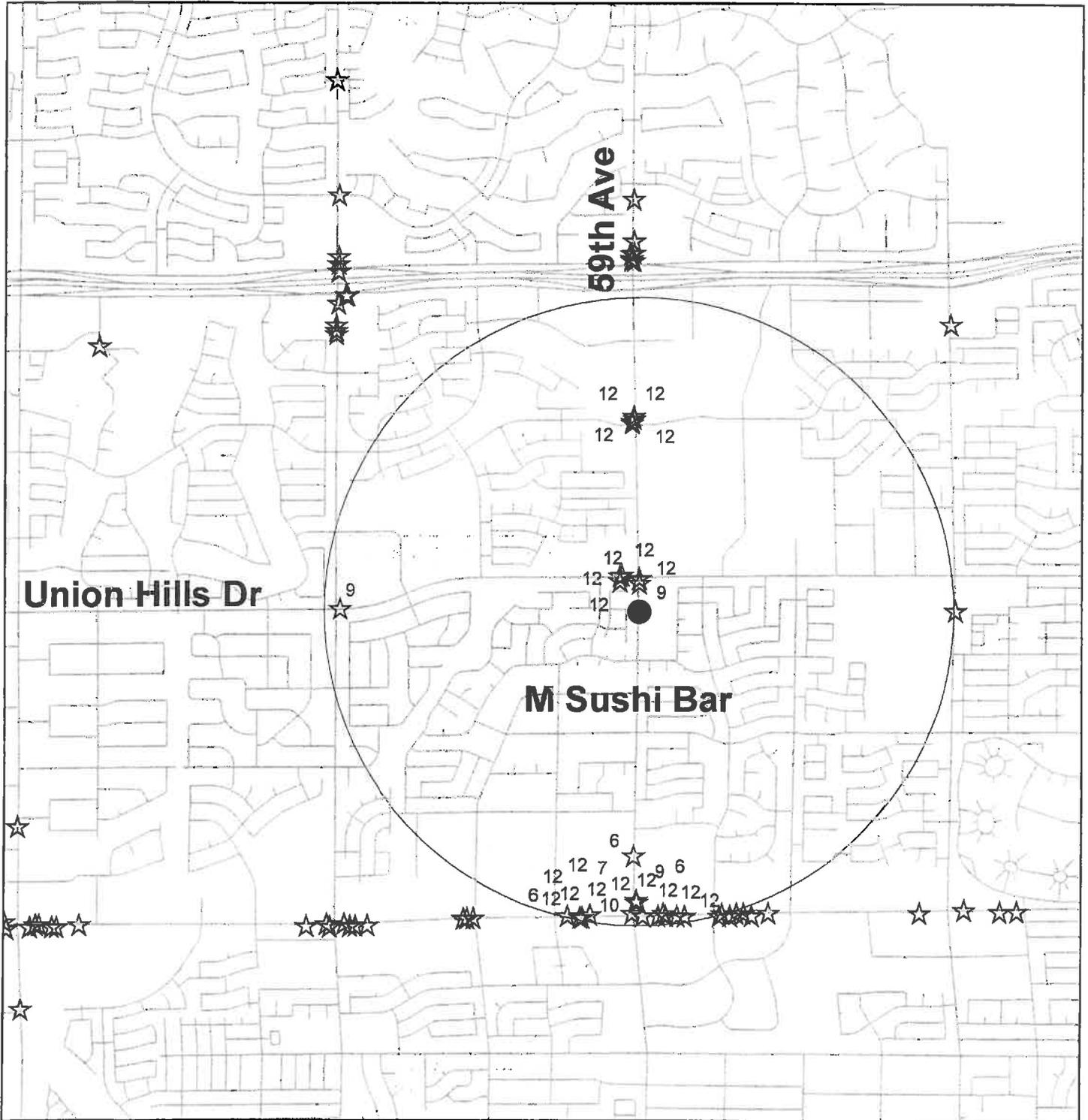
REVIEWED BY:



Revenue Administrator



Executive Director-Financial Services



BUSINESS NAME: M Sushi Bar
LOCATION: 18555 N. 59th Ave. Ste. 124 **ZONING:** SC
APPLICANT: Sangchul Hwang **APPLICATION NO:** 5-5478



Council Communication

Business-Voting Agenda

04/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **LIQUOR LICENSE NO. 5-5658, WINCO FOODS #115**

Purpose

This is a request for City Council to approve a person-to-person, location-to-location transferable series 9 (Liquor Store - All Liquor) license for WinCo Foods #115 located at 5023 West Peoria Avenue. The Arizona Department of Liquor Licenses and Control application (No. 09078000) was submitted by Nicholas Carl Guttilla.

Background

The location of the establishment is 5023 West Peoria Avenue in the Cactus District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 22,619. This series 9 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	5
07	Bar - Beer and Wine	2
09	Liquor Store - All Liquor	5
10	Liquor Store - Beer and Wine	6
12	Restaurant	4
	Total	22

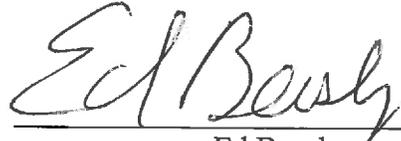
The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Public Input

One written protest was received during the 20-day posting period and will be forwarded to the Arizona Department of Liquor Licenses and Control.

Recommendation

Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 04/24/2012
TO: Ed Beasley, City Manager
FROM: Susan Matousek, Revenue Administrator
SUBJECT: LIQUOR LICENSE NO. 5-5658, WINCO FOODS #115

1. Finance Department Memorandum
2. Liquor License Map
3. Protest Letters



Finance Department Memorandum

DATE: April 24, 2012
TO: Ed Beasley, City Manager
FROM: Susan Matousek, Revenue Administrator
SUBJECT: LIQUOR LICENSE NO. 5-5658, WINCO FOODS #115

REQUEST: Person-to-Person, Location-to-Location Transferable

LICENSE: Series 9 (Liquor Store - All Liquor)

LOCATION: 5023 West Peoria Avenue

DISTRICT: Cactus

ZONED: C-2 (General Commercial)

APPLICANT: Nicholas Carl Guttilla

OWNER: WinCo Foods, LLC

DETAILS OF REQUEST:

1. The population density is 22,619 persons within a one-mile radius.
2. The business is over 300 feet from any church or school.
3. This series 9 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one.

CITIZEN PARTICIPATION TO DATE:

One written protest was received during the 20-day posting period, March 8 through March 28, 2012. The citizen's concern is that there are too many liquor licenses in the area, along with no growth and a projection of reduced population.

Staff reviewed the number of liquor licenses within a one mile radius of this location and determined there are currently 22 licenses for a population density of 22,619. A review of four other areas was completed with the following results:

- 51st Avenue and Olive Avenue – 23 liquor licenses for a population density of 21,661

- 59th Avenue and Thunderbird Road – 18 liquor licenses for a population density of 17,239
- 59th Avenue and Beardsley Road – 28 liquor licenses for a population density of 17,349
- 67th Avenue and Beardsley Road – 24 liquor licenses for a population density of 22,332

Staff contacted the citizen and informed him that we were in receipt of his protest letter and informed him of the analysis done by staff and that based on this information a recommendation of approval for the liquor license would be forwarded to City Council. He was also informed that his letter of protest would be included in the City Council packet and forwarded onto the Arizona Department of Liquor Licenses and Control.

For your information, staff received a second protest letter with similar concerns, however this letter will not be forwarded to the Arizona Department of Liquor Licenses and Control because it was not received during the 20-day posting period. The protester was notified and informed that he may file a written protest with the Arizona Department of Liquor Licenses and Control no later than 15 calendar days following the action taken by the City Council. This protest is included in your packet.

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 a person-to-person, location-to-location transferable series 9 license, may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

PLANNING DEPARTMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

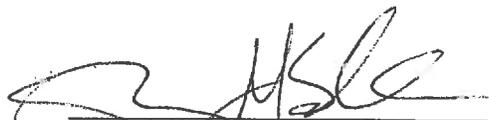
FIRE DEPARTMENT: Approved the application with no comments.

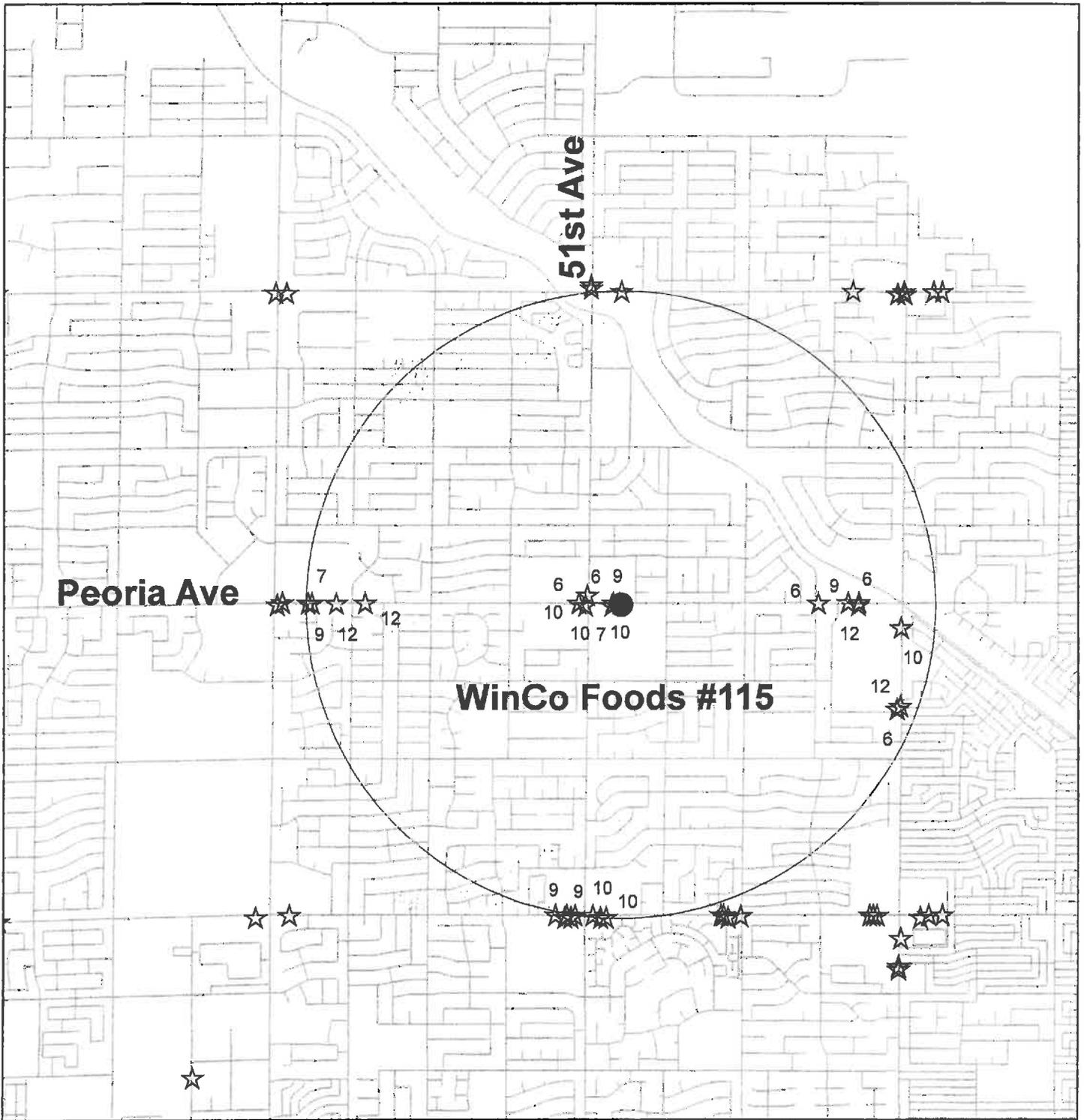
STAFF RECOMMENDATION:

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

REVIEWED BY:


 Revenue Administrator


 Executive Director-Financial Services



BUSINESS NAME: WinCo Foods #115
LOCATION: 5023 W. Peoria Ave **ZONING:** C-2
APPLICANT: Nicholas Carl Guttilla **APPLICATION NO:** 5-5658

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



March 19, 2012

To: Arizona Dept of Liquor Licenses

To Whom It May Concern:

I am writing this letter with strong opposition to the proposed approval of a # 9 (0907800) liquor license application for **5023 W Peoria avenue**, Glendale Arizona.

Following are abbreviated reasons for the objection:

According to the below website, the forecasted population change by **2014** in this area code is

A REDUCTION OF -5.12%

http://www.clrsearch.com/Glendale_Demographics/AZ/85302/Population-Growth-and-Population-Statistics

- Currently 9 locations sell beer, wine and alcohol with a 1½-mile radius of this proposal.
- There is an existing # 9 liquor store within 50 yards of this proposal.
- There has been no population increase or housing development in over 10 years.
- There is scant vacant land for any future development in this area code area.
- The website [www.homes.com/Real Estate/85302/Type-FORECLOSURE](http://www.homes.com/Real_Estate/85302/Type-FORECLOSURE) states there are

205 foreclosures in this area code

There is **no** growth and a projection of **reduced** population. With no projected growth, a saturation of existing alcohol retailers, and a large number of foreclosures this only cannibalizes existing retail locations and reduces sales tax revenue.

With these logical facts, Please deny the application for this location.

Sincerely



J Miller



[Redacted]

From: Dennis Gerhard [Redacted]
Sent: Thursday, March 29, 2012 2:36 PM
To: TaxLic
Subject: liquor license to winco

I strongly object to the issuing of a liquor license to Winco on 51st ave and Peoria location. My home is at [Redacted]. There are at least a dozen locations within a mile of 51st ave and Peoria to buy liquor. It would be in poor judgment to issue another license to that area!
Sincerely Dennis Gerhard



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

04/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Craig Tindall, City Attorney

SUBJECT: **EXPENDITURE AUTHORIZATION FOR LEGAL
DEFENSE OF A BOARD OF ADJUSTMENT DECISION**

Purpose

This is a request for City Council to authorize the expenditure of legal fees and costs incurred in the defense of the Board of Adjustment's decision in the matter of *PP Wellness Center v. City of Glendale, et al.*, LC2012-000176-001 DT; and to authorize the transfer of budget appropriation for this legal defense in the amount of \$25,000.

Background

On March 25, 2011, PP Wellness Center filed an application for a medical marijuana dispensary on the northwestern corner of Union Hills Drive and 81st Avenue. Pursuant to Section 7.802(G) of the Zoning Ordinance of the City of Glendale, a medical marijuana dispensary is permitted in a C-2 district, subject to a 500 foot spacing requirement from residentially zoned property. The proposed site is 350 feet from a residentially zoned property on the west and 450 feet from a residentially zoned property on the east.

On April 8, 2011, PP Wellness Center received a first review letter with comments from the Planning Administrator because it did not meet zoning requirements. PP Wellness Center filed for review of the Planning Director's decision to the City of Glendale Board of Adjustment. PP Wellness Center requested a variance from the 500 feet distance requirement because the residentially zoned properties are occupied by the SR101 Freeway on the east and the New River Floodway on the west. The Board heard this matter on March 8, 2012 and denied PP Wellness Center's request for a variance.

On March 26, 2012, PP Wellness Center filed an action in Maricopa County Superior Court, now designated as *PP Wellness Center v. City of Glendale, et al.*, LC2012-000176-001 DT, to overturn the Board of Adjustment's decision. PP Wellness Center is also seeking an injunction in very short order because the Arizona Department of Health will soon be accepting applications for dispensary registration certificates.

Budget Impacts & Costs

The City Attorney's Office does not have the resources available in-house to address this matter within the timeframes that will be set by the court. As a result, the city has retained the law firm of Fennemore Craig PC to defend the city and the Board of Adjustment in this matter. Legal fees and costs are dependent upon court decisions and are, therefore, difficult to estimate with certainty. The requested amount represents the best estimate of fees and costs at this time. Amounts not expended will be returned to the General Fund. Appropriation will be transferred from the General Fund, Non-Departmental account to the General Fund, Account No. 1000-10615-518200 for legal fees and costs in the amount of \$25,000.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
		X		X	\$25,000

Account Name, Fund, Account and Line Item Number:

Non-Departmental, Account No. 1000-11801-510200, \$25,000

Recommendation

Authorize the expenditure of legal fees and costs incurred in the defense of the Board of Adjustment's decision in the matter of *PP Wellness Center v. City of Glendale, et al.*, LC2012-000176-001 DT; and to authorize the transfer of budget appropriation for this legal defense in the amount of \$25,000.



Ed Beasley
City Manager

RESOLUTION NO. 4561 NEW SERIES

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DESIGNATING THE ELECTION DATES AND PURPOSE OF ELECTIONS (PRIMARY ELECTION: AUGUST 28, 2012; GENERAL ELECTION: NOVEMBER 6, 2012); DESIGNATING THE DEADLINE FOR VOTER REGISTRATION; DESIGNATING THE PLACE AND THE LAST DATE FOR CANDIDATES TO FILE NOMINATING PAPERS; AND ORDERING THAT THE CITY CLERK PUBLISH THIS CALL OF ELECTION.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GLENDALE AS FOLLOWS:

SECTION 1. DESIGNATION OF ELECTION DATES; PURPOSE.

That Tuesday, August 28, 2012 has been set as the time for holding the Primary Election in the City of Glendale for the purpose of nominating candidates for MAYOR and three City Council seats from the districts of CACTUS, SAHUARO and YUCCA. Any candidates receiving a majority of all the votes cast for that office at the Primary Election will be declared elected without running at the General Election. The August 28, 2012 election date may include any propositions qualifying for the ballot.

And, that Tuesday, November 6, 2012 has been set as the time for holding the General Election in the City of Glendale. If no candidate is elected at the Primary Election, a runoff will be declared as necessary and the two candidates with the most votes in each race will be listed on the General Election ballot. The candidate with the majority of all the votes cast for MAYOR or for Council member in the individual district will be declared elected. The November 6, 2012 election date may include any propositions qualifying for the ballot.

SECTION 2. DESIGNATION OF DEADLINE FOR VOTER REGISTRATION.

That Maricopa County registration and voting lists will be used for the municipal elections. In order to be qualified to vote in the Primary Election, one must be registered by July 30, 2012. The last day to register for the General Election will be October 8, 2012.

SECTION 3. DESIGNATION OF DATE AND PLACE TO FILE CANDIDATE NOMINATION FORM.

That candidates seeking municipal office may obtain nomination papers and other materials at the City Clerk's Office, 4th floor of the Municipal Office Complex (City Hall), 5850 West Glendale Avenue, Glendale, Arizona. The first day to file nomination petitions is April 30, 2012; the last day to file nomination petitions is May 30, 2012. Candidates must file nomination papers and other nomination forms by 5:00 p.m. on May 30, 2012, at the City Clerk's Office, 5850 West Glendale Avenue, 4th floor, in order for their names to appear on the Primary Election ballot.

SECTION 4. PUBLICATION OF CALL OF ELECTION.

The City Clerk shall publish this resolution at least twice in the Glendale Star not less than one week apart during the six calendar weeks preceding ninety days before the election.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2012.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

04/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Pamela Hanna, City Clerk

SUBJECT: **CALL OF 2012 FALL ELECTIONS**

Purpose

This is a request for City Council to adopt a resolution to call Glendale's 2012 Fall Elections. The Primary Election is scheduled for August 28, 2012 and the General Election for November 6, 2012.

Background

Key dates and information included in the resolution are:

- Wednesday, May 30, 2012 is the last day candidates may file nomination papers;
- Monday, July 30, 2012 is the last day to register to vote for the Primary Election;
- Tuesday, August 28, 2012, is the date set for the Primary Election;
- Tuesday, November 6, 2012, is the date set for the General Election.

Community Benefit

Municipal elections promote increased citizen involvement in all aspects of municipal government.

Recommendation

Waive reading beyond the title and adopt a resolution calling for City of Glendale's 2012 Fall Elections.

Ed Beasley
City Manager



Attachment Memorandum

DATE: 04/24/2012
TO: Ed Beasley, City Manager
FROM: Pamela Hanna, City Clerk
SUBJECT: CALL OF 2012 FALL ELECTIONS

1. Resolution

RESOLUTION NO. 4562 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 MARICOPA COUNTY ELECTIONS DEPARTMENT FOR ELECTION SERVICES.

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 Menu of Service — Jurisdictions (Countywide Ballot) with the Maricopa County Elections Department 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 _____, 2012.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

04/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Pamela Hanna, City Clerk

SUBJECT: **INTERGOVERNMENTAL AGREEMENT WITH
MARICOPA COUNTY ELECTIONS DEPARTMENT**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with the Maricopa County Elections Department (County) for election services for the Primary Election to be held August 28, 2012 and the General Election, if necessary, to be held November 6, 2012.

Background

The city has contracted with the County to supply various levels of election-related services since the early 1980's. The County will obtain and provide personnel for all polling places on the day of the election as well as be responsible for supplying all ballots and equipment necessary.

The General Election would be necessary if a runoff is required in one of the four races to be decided: Mayor, Cactus, Sahuaro and Yucca.

Community Benefit

The City of Glendale is able to consolidate election services with the County which improves voter convenience and increases voter turnout while reducing costs to the residents.

Budget Impacts & Costs

The funds for these services are budgeted within the General Fund and will be recorded in the City Clerk Election Division. The contract amount will not be known until after the election, as the costs are based on the total number of registered voters at the time of the election. The cost per voter is .50 and the city currently has 106,725 registered voters; however, the last day to register to vote for the Primary Election is July 30, 2012. Based on the current number of registered voters, the city can expect to pay approximately \$53,363 for each election.

Recommendation

+

Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with Maricopa County Elections Department to provide election services for the 2012 Primary and General Elections.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 04/24/2012

TO: Ed Beasley, City Manager

FROM: Pamela Hanna, City Clerk

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH MARICOPA
COUNTY ELECTIONS DEPARTMENT

1. Resolution
2. Maricopa County Elections Department Menu of Service



MARICOPA COUNTY ELECTIONS DEPARTMENT

MENU OF SERVICE – JURISDICTIONS (COUNTYWIDE BALLOT)

CITY OF GLENDALE

JURISDICTION

COPY OF ACTION CALLING ELECTION IS ATTACHED (MEETING MINUTES, RESOLUTION, NOTICE, ETC)

TITLE OF ELECTION	PRIMARY / GENERAL	TOTAL VOTER REG	106.725
ELECTION DATE	8/28/2012 & 11/06/2012	AS OF	March 3, 2012
LAST DAY TO REGISTER	07/30/2012 & 10/08/2012	TOTAL # ON "PEVL"	48.633
CANDIDATES ?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	COST PER REG VOTER	\$0.50

IF YES, OFFICE(S) TO BE ELECTED:

MAYOR
COUNCILMEMBER (SAHUARO, CACTUS, YUCCA)

NUMBER TO ELECT:

1
1 EACH

LAST DAY FOR CANDIDATE FILING

May 30, 2012 & August 8, 2012

BALLOT QUESTIONS ?

YES NO

Possible Question for November

IF YES, IDENTIFY THE TYPE AND NUMBER OF MEASURES TO APPEAR ON THE BALLOT:

CONTACT INFORMATION – SIGNOFF ON BALLOT LANGUAGE

PRIMARY CONTACT:

Pam Hanna, City Clerk

(Individual(s) Authorized To Sign Off On All Proofs)

WORK PHONE #	623-930-2030
HOME PHONE #	623-266-0372
CELL PHONE #	602-708-3921

EMAIL ADDRESS	pahanna@glendaleaz.com
FAX #	623-463-6678
ALTERNATE #	

SECONDARY CONTACT:

Darcie McCracken, Deputy City Clerk

WORK PHONE #	623-930-3261
HOME PHONE #	623-334-0065
CELL PHONE #	602-762-8836

EMAIL ADDRESS	dmccracken@glendaleaz.com
FAX #	623-463-6678
ALTERNATE #	

ATTORNEY INFO:

WORK PHONE #	
HOME PHONE #	
CELL PHONE #	

EMAIL ADDRESS	
FAX #	
ALTERNATE #	

PRINTING

The Maricopa County Elections Department (MCED) conducts all elections on the Insight Optech (Optical Scan System). The statutory required amount of ballots must be designed, ordered and printed through MCED. 102% ballots shall be printed.

TRANSLATION

- Spanish Translation of ballot text shall be provided by MCED; the translator is bonded, certified, and has been approved by the U.S. Department of Justice. In order to maintain the integrity of the translation, **no changes shall be allowed to translation provided by MCED.** The Jurisdiction is responsible to ensure the MCED Spanish Translation also appears in their Information Report and Publicity Pamphlet.
- Jurisdiction will provide their own Spanish translation of ballot text, and will assume all responsibilities regarding the translations accuracy.

NATIVE AMERICAN TRANSLATION PROVIDED BY MCED: All election related materials must be translated into the Native American languages as specified on the Federal Register, if a portion of the jurisdiction is located on Indian reservation. A translator must be present at each polling place affected on Election Day. Because MCED is covered by the U.S. Department of Justice under Section 203 of the Voting Rights Act, all translation and translator(s) shall be provided by MCED.

Is any portion of the district located on Indian reservation? YES NO

IF YES, which Tribe/Reservation?

N/A

REASONABLE ACCOMODATIONS:

MCED will provide reasonable accommodations of the ballot and election materials such as the publicity pamphlet in Large Print, Braille and Audio formats upon request only. These requests shall allow adequate time for production and distribution to the voter. The jurisdiction shall refer such requests to MCED. Please provide an electronic copy of the Publicity Pamphlet text in word format for replication in alternative format.

CONTACT INFORMATION:

Tammy Patrick, Federal Compliance Officer
tpatrick@risc.maricopa.gov
(602) 506-1270

MAPPING

BOUNDARY CONFIRMATION: An electronic map (PDF format) and spatial data is provided to the City or Town Clerk (on CD) for approval of boundary information. Please respond within 10 business days with any corrections to the map to **MCED GIS: gismail@risc.maricopa.gov.**

If no reply is received by MCED GIS, the district boundaries will be deemed approved by the City or Town Clerk.

CD including map & spatial data was provided at the Menu of Service Meeting.

CD including map & spatial data was mailed on: _____

BALLOT LAYOUT

105 DAYS PRIOR TO THE ELECTION: (MAY 15, 2012) & (JULY 24, 2012)

Jurisdiction submits final ballot language to MCED ** (Full Text & Tag-Line Ballot Text)
(ONLY TAG-LINE TEXT WILL APPEAR ON THE BALLOT)

90 DAYS PRIOR TO THE ELECTION: (MAY 30, 2012) & (AUGUST 8, 2012)

Jurisdiction submits candidates' names to MCED by 7:00 p.m.

EMAIL TO REY VALENZUELA: rvalenzuela@risc.maricopa.gov

- MCED will provide rotation of candidate names by Election District as required by law.
- Jurisdiction will provide rotation of candidate names.*

** FULL TEXT IS THE COMPLETE TEXT OF THE MEASURE (E.G. OFFICIAL TITLE, DESCRIPTIVE TITLE, YES & NO STATEMENTS, ETC.) AND TAG-LINE TEXT IS A CONDENSED VERSION OF THE FULL TEXT AS PRESCRIBED BY §16.502 M.

*THIS INFORMATION MUST BE SUBMITTED TO MCED 90 DAYS PRIOR TO THE ELECTION BY 7:00 P.M., IF NOTICE OR SPECIAL MEETING IS REQUIRED, IT MUST BE DONE PRIOR TO THE DEADLINE.

CANDIDATE BALLOT PROOF

N/A

89 DAYS PRIOR TO ELECTION MCED shall provide jurisdiction with a TEXTUAL BALLOT PROOF.

89 DAYS PRIOR TO ELECTION jurisdiction shall provide candidates with a TEXTUAL BALLOT PROOF for verification of candidates' names.

84 DAYS PRIOR TO THE ELECTION the jurisdiction shall notify MCED of any changes or corrections* to the TEXTUAL BALLOT PROOF.

The TEXTUAL BALLOT PROOF shall be used as a galley proof to verify the spelling of candidates' names.

ISSUE(S) BALLOT PROOF

N/A

November Only if needed

104 DAYS PRIOR TO ELECTION MCED shall provide the Jurisdiction with a TEXTUAL BALLOT PROOF of its' issue(s). This proof shall contain the English only version of the ballot issue(s).

100 DAYS PRIOR TO THE ELECTION the Jurisdiction shall notify MCED of any *corrections** to the BALLOT. Sign-off will indicate that text of the issue(s) is final and approved for translation to Spanish.

COSMETIC BALLOT PROOF

UPON COMPLETION OF THE ACTUAL BALLOT, MCED shall provide the Jurisdiction with a COSMETIC BALLOT PROOF that provides the Jurisdiction with an actual version of their ballot as it will appear to the voters. This COSMETIC BALLOT PROOF shall require sign-off to authorize the production of the actual ballot. Any *corrections** made at this point can incur additional charges as outlined below. **DUE TO THE TIGHT TIMEFRAMES BETWEEN HAVING THIS PROOF AVAILABLE AND THE NEED TO GO TO PRINT, IT WILL BE REQUIRED THAT THE INDIVIDUAL(S) AUTHORIZED TO SIGN OFF ON PROOFS BE AVAILABLE FOR CONTACT AT ANY TIME, INCLUDING POSSIBLY WEEKENDS OR HOLIDAYS.** The turnaround timeframe for review can be as little as 2 hours due to the timeframes in place for printing.

***CORRECTIONS ARE DEFINED AS MISSPELLINGS, GRAMMATICAL ERRORS, OR TYPING ERRORS NOT CONTAINED IN ORIGINAL TEXT PROVIDED TO MCED.**

IF DEADLINES ARE NOT ADHERED TO, MCED IS NOT ABLE NOR OBLIGATED TO GUARANTEE PUBLICATION OF YOUR ELECTION MATERIALS IN COMPLIANCE WITH DATES ESTABLISHED BY LAW.

JURISDICTION SHALL INCUR A FEE OF UP TO \$5,000 PER DAY FOR SUBMITTING CHANGES TO A SIGNED PROOF, AND THIS AGREEMENT IS SUBJECT TO IMMEDIATE CANCELLATION BY MCED

PUBLICITY PAMPHLET MAILING

N/A

Jurisdiction will be responsible for layout, preparation and printing. Extra copies, for public distribution (20 copies), must be provided to MCED prior to the first day of early voting. The sample ballot shall be included in the Publicity Pamphlet.

MCED will provide the following for mailing purposes:

VR02 – Mailing label file (by household) to Vendor: on
Date

Will the jurisdiction be mailing a Supplemental Publicity Pamphlet?* YES NO

*(if yes, there is an additional cost)

*If Yes, the label file will be provided the Monday following the cut-off of voter registration.

Clerk must make arrangements with the vendor for additional printing.

RUNOFF / GENERAL ELECTION (IF NECESSARY)

VR02 – Mailing label file (by household) to Vendor: on
Date

Will the jurisdiction be mailing a Supplemental Publicity Pamphlet?* YES NO

*(if yes, there is an additional cost)

SAMPLE BALLOTS

Maricopa County Elections Department, in a countywide election, will create and mail Sample Ballots for the Election. The Sample Ballot created by MCED will only contain the candidate's names and text (*Full & Tag-Line*) of the issues. No other information related to the issues or candidates will be provided in this Sample Ballot mailing.

MAILING

MCED shall not mail printed material it has not produced; therefore, the following applies only to SAMPLE BALLOTS that MCED has generated.

MCED WILL PROVIDE THE JURISDICTION'S SAMPLE BALLOT IN THE COUNTYWIDE SAMPLE BALLOT

Sample Ballots will be mailed no later than 11 days prior to the election pursuant to ARS 16-461.D, E.

POSTAL INDICIA/RETURN ADDRESS INFORMATION

US Postal Indicia to be used for mailing Sample Ballot shall be **MCED RETURN ADDRESS AND INDICIA.**

ELECTION PERSONNEL

MCED WILL RECRUIT POLL WORKERS.

Of Workers per board 6-9 Bilingual board workers will be hired in areas as required.

(U.S. Census data by precinct will be used to determine bilingual areas.)

MCED WILL TRAIN & COMEPENSATE POLL WORKERS.

Pay Scale: Inspectors \$115; Others \$100; (Plus \$25 if certified Premium; \$10 attending regular training; \$25 attending bilingual training; \$5 for Setup)

MUNICIPAL SURVEY – BILINGUAL BOARDWORKERS

As a continued practice of the original Memorandum of Agreement with the US Department of Justice that expired in August 2007, MCED will send a web survey link to the City or Town Clerk no later than 60 days prior to the election. (JUNE 29, 2012) It is requested that the City or Town Clerk survey its employees to identify personnel who speak Spanish fluently and, to the extent such employees can be made available to provide assistance, allow and encourage such employees to serve at the polls on Election Day.

TROUBLESHOOTERS

Troubleshooters are trained individuals who serve as a liaison between MCED and the poll workers. Troubleshooters are supplied with radios or cellular telephones for direct access during the Monday set-up meetings and on Election Day.

MCED WILL RECRUIT, TRAIN AND COMPENSATE TROUBLESHOOTERS.

Pay Scale: Premium Troubleshooters: \$15 hr; Regular \$10/hr; Training \$10; (plus mileage)

HOTLINE – MONDAY SET-UP / ELECTION DAY

HOURS OF OPERATION: Saturday (prior to election) from 12 Noon until 5pm, Sunday from 9am until 5pm, Monday from 12 noon until completion of set-up meetings and Election Day from 5:30am until all poll workers and troubleshooters have departed.

TRAINING

Training for a countywide election begins approximately 1 month prior to the election. Campaign Finance Training is also available upon request (\$50 per hr, min 2 hrs). For a listing of training classes available, or to schedule a date for Campaign Finance Training, contact Kristi Passarelli at kpassarelli@risc.maricopa.gov or (602) 506-8344 or Berta Ramirez at bramirez@risc.maricopa.gov or (602) 506-0938.

Suggested Location:

ADULT CENTER OR COUNCIL CHAMBERS ARE AVAILABLE IF NEEDED

Room Capacity:

Campaign Finance Training:

YES

NO

Date provided: _____

POLLING LOCATIONS – will send draft locations as soon as available

MCED WILL OBTAIN THE POLLING LOCATIONS. (This includes calling to reserve each site and mailing an agreement to each location.)

STATE LAW REQUIRES 1 POLLING LOCATION FOR EACH VOTING PRECINCT. However, there is a possibility for some precincts to be co-located at one facility. Polling Locations are made available to the public 80 days prior to the election and are available online at:

<https://recorder.maricopa.gov/pollingplace/pollingplace.aspx>

US DEPT. OF JUSTICE PRE-CLEARANCE:

MCED will be responsible for the submission the polling places to the Department of Justice. However, each jurisdiction is responsible for sending a submission to DOJ for their election as prescribed under Section 5 of the Voting Rights Act. ***Please provide a copy of the Pre-Clearance Letter to MCED upon receipt.***

PERMANENT EARLY VOTING LIST "PEVL"

Pursuant to ARS §16-544.D, Not less than one hundred twenty days before an election held in September or March, the County Recorder or other officer in charge of elections shall mail to all voters who are eligible for the election and who are included on the permanent early voting list an election notice. The notice shall include the dates of the elections that are the subject of the notice, the dates that the voter's ballot is expected to be mailed and the address where the ballot will be mailed.

Current PEVL figures can be found online at: <http://recorder.maricopa.gov/voterregnet/PEVL.aspx>

EARLY VOTING INFORMATION:

Early Voting begins: (26 days prior)

AUG 2 & OCT 11

Last day to request an early ballot:

AUG 17 & OCT 26

Last day to vote early (in person):

FRIDAY BEFORE ELECTION: AUG 24 & NOV 2

EARLY BALLOT REQUESTS: Requests for early ballots, received by your jurisdiction, must be received by MCED no later than 5:00 p.m. on the 11th day preceding the election. **REQUESTS THAT HAVE BEEN RECEIVED BY YOUR OFFICE FOR EARLY BALLOTS CAN BE FAXED TO:** 602-506-5112. Voters can request an early ballot by TELEPHONE at 602-506-1511, INTERNET at www.recorder.maricopa.gov, or by MAIL to MARICOPA COUNTY ELECTIONS, 510 S 3rd Ave, PHOENIX AZ, 85003. MCED strictly adheres to A.R.S. 16-542-F, which defines "emergency voting."

EARLY VOTING / SATELLITE LOCATIONS

MCED SHALL MAINTAIN AND OPERATE early voting at all three Recorder/Elections facilities. For an additional site(s) requested by the Jurisdiction, payroll for staffing these sites is the responsibility of the jurisdiction. MCED will provide equipment, supplies and training for these sites. All satellite early voting locations shall remain open until 5:00 p.m. on the Friday preceding Election Day as required by law, or until the latest hour of operation prior to 5:00 pm on the Friday preceding Election Day. For those jurisdictions on a four day work schedule early voting shall be conducted during those hours.

Do you want to conduct Counter Voting? YES NO (Provide a Ballot Box Only)

If Yes, the following applies:

- EV Starts 26 days prior to the election. EV will begin at the jurisdiction on the Monday after.*
- Payroll for staffing the Early Voting Site(s) is the responsibility of the Jurisdiction.
- Equipment and supplies will be provided by MCED.
- All EV Sites will be "ballot on demand" systems. Any registered voter must have the ability to vote at any location.

Do you have a bilingual employee available for language assistance during voting hours?

YES NO

*Do you want to begin EV on the same day as MCED? YES NO

MCED will automatically send early ballots for the General Election to voters that requested early ballots for the Primary Election unless the voter specifically indicates otherwise. As standard practice, those voters that vote early at a satellite office will not be included.

EARLY VOTING - PROCESSING

MCED WILL PROCESS JURISDICTION'S EARLY BALLOTS AND VERIFY SIGNATURES.

ELECTION DAY SUPPLIES

MCED WILL DELIVER AND PICK UP POLLING PLACE SUPPLIES.

REGISTERS AND ROSTERS

MCED WILL PROVIDE PRECINCT REGISTERS AND SIGNATURE ROSTERS.

PUBLIC RECORD REQUESTS – VOTER DATA

VM51 – Public Record Voter Listing will be provided upon request

- MCED shall process public record requests for voter information on behalf of the jurisdiction.
Forms are available online. http://recorder.maricopa.gov/elections/pr_requestforms.aspx
- Jurisdiction shall process all public record requests for voter information.

MCED VOTER LISTS, REGISTERS AND FILES CONTAIN RESTRICTED DATA - RELEASE OR DISTRIBUTION OF ALL OR ANY PORTION OF SUCH INFORMATION IS RESTRICTED AND IN SOME CASES PROHIBITED BY LAW, SUBJECT TO CRIMINAL PROSECUTION.

Data contained on electronic media and paper provided to the Jurisdiction containing voter registration files, lists or reports are derived from the County's General Register. The data is the property of the Record Custodian, Maricopa County Elections Department. Pursuant to Arizona law, the data is subject to protections and restrictions. Release, distribution or use of this information is prohibited except by Maricopa County and as disclosed in written request to the Maricopa County Record Custodian, or pursuant to A.R.S. 16-168D, or pursuant to written authorization by the Record Custodian approving release or distribution to, or use by, any one other than the original requester, or to any person or for any purpose not stated or disclosed in the original request. Persons using this information for any purpose except those authorized by law are subject to fine and/or imprisonment. Furthermore, any person who obtains this data for a commercial purpose without indicating the commercial purpose, or any person who uses or knowingly allows the use of this record for a commercial purpose, or for a different commercial purpose than originally stated, or who obtains this data from anyone other than the Custodian of the Record and uses the information for a commercial purpose, is liable to the County for treble damages and attorney fees, in addition to penalties provided by law.

REPORTS

MCED SHALL PROVIDE A VOTER REGISTRATION LIST FOR EARLY VOTING. (26 days out)

Indicate type of file – all files will be produced on CD.

(if fewer than 5,000 registered voters paper is available) Jurisdiction requests paper list: YES NO

VM34 Party File - voter registration file for the Jurisdiction with voter name, ID #, mailing and residential address, party affiliation, and voting history. (Contains all voters - active and inactive)

ES15 Alpha list of qualified voters, Consolidated Precinct Code, active and inactive voters.

Jurisdiction to PICK UP? YES NO Electronic Download - VPN

Pick Up Where? DWTN 111 S. 3rd Ave MCTEC 510 S 3rd Ave MESA 222 E Javelina Dr.

Mailed? YES NO TO:

REPORTS (continued)

Early Voter List Requested EV32 YES NO

(Contains: Voter ID, Voter Name, Mailing Address, Telephone Number)

Report runs **daily** through the duration of the Early Ballot request period. The first CD will be available 33 days prior to the election. The final CD or Electronic Download will be available the Monday prior to the election.

Early Voter List Returned EV33 YES NO

(Contains: Voter ID, Voter Name, Mailing Address, Telephone Number)

Report runs **daily** through the duration of the Early Ballot request period. The first CD will be available the second Monday following the mailing of the Early Ballots. The final CD or Electronic Download will be available the Monday prior to the election.

Voted File VM55 YES NO

(Contains: Voter ID, Voter Name, Residence Address, Telephone Number, Precinct or District, Political Party, Ballot Type) Report will be available **within 2 weeks after the election**.

The VM55 voter file will be provided to each of the recognized political parties automatically. ARS §16-163M For municipal registration information in those municipalities in which the county administers the municipal elections, county and state party chairmen shall request and obtain voter registration information and precinct lists from the city or town clerk during the time periods prescribed in subsection C or D of this section. If the city or town clerk does not provide that information within the same time prescribed for county recorders pursuant to subsection C or D of this section, the county or state party chairman may request and obtain the information from the county recorder. The county recorder shall provide the municipal voter registration and precinct lists within the time prescribed in subsection C or D of this section.

LOGIC AND ACCURACY TEST

(Send dates asap for city clerk to publish)

MCED will provide a letter to the Secretary of State for the tabulation program.

The date, time and place of the Logic and Accuracy Test must be advertised at least 48 hours before the test. **MCED will advertise the test in the Record Reporter.**

The Logic and Accuracy Test dates will be determined by the Secretary of State. You will be notified with the date and time of the test as soon as it becomes available.

RSVP at least one day prior to the test.

LOCATION: Maricopa County Elections Dept., 510 S. 3rd Ave., Phoenix;
(located on the northwest corner of 3rd Avenue and Lincoln in downtown Phoenix)

MEMORY PACK SITES *(Adult Center is Available)*

Poll workers will bring the ballots and memory packs to a location designated by MCED. An analog phone line is necessary to transmit the results to election central. If a city or town facility is requested, MCED Staff will conduct an evaluation 2 weeks prior to the election. MCED will staff the site.

BALLOT TABULATION

MCED SHALL PERFORM the tabulation of Jurisdiction.

Canvass Date:

ELECTION RESULTS

**Election night results will be released after 8:00PM.
Results are available online at www.recorder.maricopa.gov**

The unofficial results will be e-mailed to you on election night. A "test" email will be sent at 6:30PM to ensure that the email address provided below is accurate. Shortly after 8:00 PM, you will receive the following information by email: "unofficial early results" and a summary of "unofficial combined results". These results will also be posted the County Recorder's webpage. Once all precincts have reported, you will receive an additional email containing an updated "unofficial combined results" summary. Official Results will be available after all ballots including "conditional provisional ballots" have been processed and counted. Primary (Friday after 5:00PM)* General (Tuesday after 5:00PM)* Canvass reports will be provided upon completion of tabulation. **This time may vary*

Election Night Contact Information:

E-MAIL RESULTS TO:

Pam: phanna@glendaleaz.com & Darcie: dmccracken@glendaleaz.com

Phone #:

Pam Cell: 602-708-3921

Alternate #:

Darcie Cell: 602-762-8836

If you need to make a correction to the above information at any time, please email Kristi at kpassarelli@risc.maricopa.gov.

POST ELECTION ID VERIFICATION

All City / Town Clerk Offices are designated as Post Election ID Verification Sites for ALL elections. The Clerk and staff must sign an oath of office to be appointed as Deputy County Recorders to be an authorized person to verify ID. At 5:00 PM on the last day (5 days after a Federal General Election and 3 days after all other elections), the City/Town Clerk's office shall notify the Elections Department by phone, fax or email of the status of verification. (Even if there have not been any voters that have come in to provide ID)

What are your current hours of operation:

Mon-Fri 8am-5pm

or

Mon-Thurs 7am-6pm

(circle one)

STORAGE & RETENTION

MCED shall retain all materials related to the election (signature rosters, voted ballots, official envelopes, early ballots, etc.).

ACKNOWLEDGEMENTS

I hereby agree to all of the content described in this Menu of Service Agreement.

DATE:	March 7, 2012
SIGNATURE FOR THE JURISDICTION:	X
PRINTED NAME: Pam Hanna	CITY CLERK
PHONE NUMBER	623-930-2030
FAX NUMBER	623-463-6678
EMAIL ADDRESS	phanna@glendaleaz.com
STREET ADDRESS	5850 W Glendale Ave
CITY / ZIP	Glendale, 85301
SIGNATURE FOR MCED:	
KRISTI PASSARELLI	CAMPAIGN FINANCE & JURISDICTIONAL MANAGER
PHONE NUMBER	(602) 506-8344 or (602) 526-1520 cell
FAX NUMBER	(602) 506-3069
EMAIL ADDRESS	kpassarelli@risc.maricopa.gov
STREET ADDRESS	111 S 3 RD AVE, PHOENIX 85003

ACKNOWLEDGEMENTS

I hereby agree to all of the content described in this Menu of Service Agreement.

DATE:	March 7, 2012
SIGNATURE FOR THE JURISDICTION:	X
PRINTED NAME: Pam Hanna	CITY CLERK
PHONE NUMBER	623-930-2030
FAX NUMBER	623-463-6678
EMAIL ADDRESS	pahanna@glendaleaz.com
STREET ADDRESS	5850 W Glendale Ave
CITY / ZIP	Glendale, 85301
SIGNATURE FOR MCED:	
KRISTI PASSARELLI	CAMPAIGN FINANCE & JURISDICTIONAL MANAGER
PHONE NUMBER	(602) 506-8344 or (602) 526-1520 cell
FAX NUMBER	(602) 506-3069
EMAIL ADDRESS	kpassarelli@risc.maricopa.gov
STREET ADDRESS	111 S 3 RD AVE, PHOENIX 85003

SEE ATTACHED SIGNATURE PAGE FOR CITY OF GLENDALE

GLENDALE SIGNATURE PAGE

MARICOPA COUNTY ELECTIONS DEPARTMENT
MENU OF SERVICE — JURISDICTIONS (COUNTYWIDE BALLOT)
City of Glendale

CITY OF GLENDALE, an Arizona
municipal corporation

Ed Beasley, City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

THE AGREEMENT HAS BEEN REVIEWED AND DETERMINED TO BE IN PROPER
FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED UNDER THE LAWS
OF THIS STATE TO THE JURISDICTION:

Craig Tindall, City Attorney

RESOLUTION NO. 4558 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A COOPERATIVE FIRE RATE AGREEMENT WITH THE ARIZONA STATE FORESTRY DIVISION TO PROVIDE FIRE PROTECTION TO STATE FORESTS AND WILDLANDS.

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 Cooperative Fire Rate Agreement with the Arizona State Forestry Division to provide fire protection to state forests and wildlands 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 _____, 2012.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

04/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Mark Burdick, Fire Chief

SUBJECT: **INTERGOVERNMENTAL AGREEMENT WITH THE
ARIZONA STATE FORESTRY DIVISION**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement titled Cooperative Fire Rate Agreement, with the Arizona State Forestry Division for the prevention and suppression of wildland fires.

Background

The Arizona State Forestry Division has developed a comprehensive incident management system which oversees and manages forest and wildland fires. Fire departments that are called to assist with forest and wildland fires have firefighters who have attended training and have been approved by the state as wildland firefighters. Glendale firefighters who are approved as wildland firefighters bring back valuable firsthand experience on how to manage large scale events to include becoming familiar with the national response system, ordering system, and the exposure of working directly with national teams. By choosing to enter into this agreement, the Glendale Fire Department will be able to provide emergency fire suppression assistance during large scale events on Arizona state lands. Costs incurred by the department while assisting in these events are reimbursable through the Arizona State Forester's Office.

Previous Council/Staff Actions

On May 11, 2010, Council authorized the Cooperative Fire Rate Agreement with the Arizona State Forestry Division to provide fire protection to state forests and wildlands.

Council has entered into cooperative fire rate agreements with the Arizona State Forestry Division since 2002.

Community Benefit

By choosing to enter into this agreement, the Glendale Fire Department will be able to provide emergency fire suppression assistance if needed during large scale events on state lands. In

return, the city will have access, at no charge, to state-owned fire equipment if needed during periods of extreme brush fire danger in large parks and open areas in Glendale.

Recommendation

Waive reading beyond the title and adopt the resolution authorizing the City Manager to enter into an intergovernmental agreement titled Cooperative Fire Rate Agreement with the Arizona State Forestry Division for fire protection to state forests and wildlands.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 04/24/2012
TO: Ed Beasley, City Manager
FROM: Mark Burdick, Fire Chief
SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA
STATE FORESTRY DIVISION

1. Resolution
2. Cooperative Fire Rate Agreement

ARIZONA STATE FORESTER'S COOPERATIVE FIRE RATE AGREEMENT

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER					
01-0859-12		KR-02-0017-LNR-FIR					
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE					
City of Glendale		Phoenix District # 1					
(2) ADDRESS		(7) ADDRESS					
5800 West Glenn Drive Suite 350		2901 W Pinnacle Peak					
(3) CITY, STATE, ZIP CODE		(8) CITY, STATE, ZIP CODE					
Glendale , AZ 85301-2471		Phoenix , AZ 85027					
(4a) BUS. PHONE	(4b) EMERGENCY PHONE	(9) PHONE					
623) 930-4400	Phx. Alarm Room 602-262-6595	623-445-0274 / 800-309-7081					
(4c) FAX NUMBER	(4d) EMAIL ADDRESS	(10) ARIZONA STATE FORESTRY DIVISION WEBSITE					
623-847-5313	Mburdick@glendaleaz.com	<u>www.azsf.gov</u>					
(5) FEDERAL EMPLOYER ID NUMBER		(11) EFFECTIVE DATES OF AGREEMENT					
86-6000247		BEGINNING 4/15/2012 ENDING 4/15/2014					
(12) EQUIPMENT WORK RATES LISTED BELOW ARE BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY COOPERATOR (WET).		(13) OPERATORS AND PERSONNEL ARE NOT INCLUDED IN EQUIPMENT WORK RATES AND ARE PAID ACCORDING TO GENERAL PROVISION ITEM 8a4 and ITEM 8a5.					
(14) EQUIPMENT DESCRIPTION		(15) RATES					
List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.		STANDARD STAFFING		(16) WORK OR HRLY		(17) SPECIAL	
				RATE	UNIT	RATE	UNIT
a. Standard Pumper (ICS Type-1) see inventory list for vehicle id, license # Make Model year, Etc.		4	125/hr		144/hr	CAFS	
b. Type 6 Engine-see inventory list for vehicle id, license # Make Model year, Etc		3	76/hr		87/hr	CAFS	
c. Pickup 4x2 ½ ton-see inventory list for vehicle id, license # Make Model year, Etc		1	42/day	.42/mile			
d. Pickup 4 x 2 ¾ Ton -see inventory list for vehicle id, license # Make Model year, Etc		1	57/day	.57/mile			
e. Pickup 4 x 2 1 Ton-see inventory list for vehicle id, license # Make Model year, Etc		1	65/day	.65/mile			
f. Pickup 4 x 4 ½ Ton-see inventory list for vehicle id, license # Make Model year, Etc		1	45/day	.45/mile			
(18) Special Provisions							
Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (02/12) attached hereto.							
NOTE: Apparatus make, model, year, and ID number will vary depending on what is available for loan at the time of request and will be listed on supplied inventory sheet							
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)			(21) DATE		
(22) STATE FORESTRY DIVISION REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)			(24) DATE		

FORM FM 104 (REPLACES FIN 100) Rev 2/12

DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

ARIZONA STATE FORESTER'S CFR CONTINUATION SHEET

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE				
City of Glendale		Phoenix District # 1				
(14) EQUIPMENT DESCRIPTION		(15) STANDARD STAFFING	RATES			
List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.			(16) WORK OR HRLY		(17) SPECIAL	
			RATE	UNIT	RATE	UNIT
g. Pickup 4 x 4 ¾ Ton- see inventory list for vehicle id, license # Make Model year, Etc		1	65/day	.65/mile		
h. Pickup 4 x 4 1 ton- see inventory list for vehicle id, license # Make Model year, Etc		1	74/day	.74/mile		
i. Medium Duty Truck 2 Ton see inventory list for vehicle id, license # Make Model year, Etc		1	72/day	.72/mile		
j. Medium Duty Truck 2 1/2 - see inventory list for vehicle id, license # Make Model year, Etc		1	78/day	.78/mile		
k. SUV 4X 2 ½ Ton- see inventory list for vehicle id, license # Make Model year, Etc		1	44/day	.44/mile		
l. SUV 4 x 2 ¾ Ton - see inventory list for vehicle id, license # Make Model year, Etc		1	54/day	.54/mile		
m. SUV 4 x 4 ½ Ton- see inventory list for vehicle id, license # Make Model year, Etc		1	54/day	.54/mile		
n. SUV 4 x 4 ¾ Ton- see inventory list for vehicle id, license # Make Model year, Etc		1	63/day	.63/mile		
o. Van 12 to 15 Passenger full size- see inventory list for vehicle id, license # Make Model year, Etc		1	62/day	.62/mile		
p. ATV Quad – Large - see inventory list for vehicle id, license # Make Model year, Etc		1	100/day			
q. L7500 Box Truck or Hook Lift truck- see inventory list for vehicle id, license # Make Model year, Etc		1	75/hr	.75/mile		
(18) Special Provisions						
Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (02/12) attached hereto.						
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)		(21) DATE		
(22) STATE FORESTRY DIVISION REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)		(24) DATE		

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City of Glendale		Phoenix District # 1				
(13) EQUIPMENT DESCRIPTION		(14) STANDARD STAFFING	RATES			
List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.			(15) WORK OR HRLY		(16) SPECIAL	
			RATE	UNIT	RATE	UNIT
r. Large Generator- Tow Behind 64KW- see inventory list for vehicle id, license # Make Model year, Etc- must include tow vehicle billed separate		1	22/hr			
s. Squad-Heavy Rescue- see inventory list for vehicle id, license # Make Model year, Etc		5	200/hr			
t. Hazardous Material truck- see inventory list for vehicle id, license # Make Model year, Etc		5	200/hr			
u. Support Tender Type 3- see inventory list for vehicle id, license # Make Model year, Etc		1	89/hr			
v. Ladder Truck- see inventory list for vehicle id, license # Make Model year, Etc		5	200/hr			
x. Ladder Tender- see inventory list for vehicle id, license # Make Model year, Etc		5	100/hr			
y. Ambulance/Rescue (ALS) Unoperated 1 ALS and 1 BLS personnel		2	56/hr			
z. Utility Truck/Air Truck		1	85/hr			
aa. ALS Medical Kit		1	215/day			
bb. BLS Medical Kit		1	150/day			
(18) Special Provisions						
Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (02/12) attached hereto.						
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)		(21) DATE		
(22) STATE FORESTRY DIVISION REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)		(24) DATE		

FORM FM 104 (REPLACES FIN 100) Rev 2/12

DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

GENERAL PROVISIONS TO ARIZONA STATE FORESTER'S COOPERATIVE RATE AGREEMENT FORM FM 104A (02/12)

This Cooperative Fire Rate Agreement is entered pursuant to the Cooperative Intergovernmental Agreement currently in effect between the State Forester and the Cooperator. The following terms and provisions apply, but in the event of a conflict between this Rate Agreement and the Cooperative Intergovernmental Agreement, the Cooperative Intergovernmental Agreement shall prevail.

Dispatch. At the time of dispatch, an Incident Order Number and Resource Number will be assigned. Cooperator shall furnish this number as well as a copy of the Cooperative Rate Agreement upon arrival and check in at the incident. When such resources are furnished to the Incident, the following provisions shall apply;

1. Condition of Equipment. The State reserves the right to reject equipment which is not in safe and operative condition. No payment will be made for rejected equipment.

2. Time Under Hire. The equipment and personnel time under hire shall start at the time agreed upon which is when equipment is en route and end by notification to the Cooperator by the State that equipment is released back to its point of hire, except as provided in Item 9 and 6F.

3. Transportation of Equipment. Equipment will be transported at State expense from point of hire to the site of work and return, whether under its own power or by transport, except as provided in Item 9 and 8.a.1.

4. Operating Supplies. Operating supplies are to be provided by the Cooperator. Operating supplies may include but are not limited to fuel, oil, filters, lube/oil changes. Though all operating supplies are to be furnished by the Cooperator, the State may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be deducted from payment to the Cooperator.

5. Repairs. Repairs to equipment shall be made and paid for by the Cooperator. The State may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be deducted from payment to the Cooperator.

6. Timekeeping and Invoicing. Time will be reviewed and approved by the appropriate incident supervisor and/or a State Forestry representative responsible for ordering and/or directing use of each piece of equipment. Time will be recorded in military time as follows:

a. Hourly rate - To nearest quarter hour.

b. Daily rate - By calendar day except for first and last day, this will be recorded to nearest hour. Not to exceed total daily rate. Reference item 8.a.2

c. Mileage Rate - To nearest mile.

d. Excessive Work Hours - Work shifts exceeding 16 hours after the first shift of the incident will require the written justification on CTR or other incident documentation by the incident commander or immediate supervisor.

e. Meal breaks - A minimum thirty minute meal break shall be shown on crew time reports for each operational period; if not shown a written justification will be required. Exceptions to this must meet conditions as referenced in the current National Wildfire Coordinating Group (NWCG) Incident Business Handbook (IBHB). In addition, thirty minute meal breaks shall be shown while in travel status unless method of travel conveyance precludes stopping as referenced in the current NWCG IBHB.

f. Refurbishment - Refurbishment/Rehabilitation will be allowed for personnel only and will be restricted to the time it takes to bring the engine back to fire readiness. Refurbishment exceeding 1 hour must be approved by the State Foresters Office.

g. Rest and Recuperation (R & R) - R&R may be reimbursed if it is the policy of the cooperator to allow R&R. The policy may not exceed the Days Off conditions listed in the current NWCG IBMH. A copy of the cooperators policy allowing R&R must be filed with the corresponding State Forestry District before the beginning of the incident to be considered.

7. Invoices: Invoices to the State shall include the information in the State Invoice Format (State Form FM 122) and shall be signed by an authorized Cooperator's representative. Invoices shall be submitted within 90 days to the State after release from the incident. Invoices received after 90 days may be subject to refusal. Invoices shall contain the following attachments:

a. Completed Crew Time Reports (Federal Form SF261) and / or Emergency Equipment Shift Tickets (Federal Form OF-297) need to be signed by the Incident Commander, Immediate Supervisor or State Forester's representative. On extended Federal Incidents and Team Managed Incidents, Fire Time Reports (Federal Form OF288) and Emergency Equipment Use Invoices (Federal Form OF-286) are also required (All forms to be original).

b. Itemized receipts and resource order form with order #'s for authorized supply purchases are required.

c. Incident based documentation: All inspections, reports, resource order #'s and justifications for damage or loss claims shall accompany invoice.

8. Payments.

a. Rates of payments: Payment for equipment and staffing furnished shall be in accordance with the following, except as provided in Item 9:

(1) Hourly Work Rates (column 16): Shall apply to cooperators tactical and support apparatus, including federal excess cooperative property. Current State equipment rate sheets will be utilized to set these rates. Rates shall apply when the cooperators resources are under hire as ordered by the State and on shift, including mobilization and demobilization of equipment under its own power. When apparatus is being transported (lowboy), a maximum of 4 hours per calendar day will be paid. Meal breaks do not apply to equipment.

(2) Daily Work Rates/Mileage Rates (use column 16-17 FM 104): Shall apply to light duty non-tactical vehicles, command vehicles and miscellaneous equipment. Payment will be made on the basis of calendar days. For fractional days at the beginning and ending of time under hire payment will be based on 50% of the daily rate for periods less

than 8 hours. Current State equipment rate sheets will be utilized to set these rates. Daily work rates will apply to ATV's/UTV's but only when in actual use (wheels turning) and documented on the Emergency Equipment Shift Ticket signed by the Incident Commander, Line Supervisor, or State Forestry Representative.

a. Personally Operated Vehicles (POV's): will be reimbursed at the current state vehicle rates and will not normally include a daily rate. To include a daily rate, the vehicle must be necessary for fireline duty and a justification written on the Emergency Equipment Shift Ticket as to the POV's necessity and signed by the Incident Commander, Line Supervisor, or State Forestry Representative. POV's must be included on the CFRA for compensation and will require proof of insurance.

(3) Special Work Rates (column 17): If a specific work rate or work rate amendment is not in place for planned events within Arizona such as preparedness patrols, prescribed burns, and various non-emergency activities, the default equipment rate will be 50% of standard hourly rate or 50% of daily rate. In-State planned event default personnel rates will be as in item 8(4) and 8(5) without allowance for excess costs due to backfill or coverage.

(4) Career Personnel Rates: Cooperator shall charge actual labor expenses including eligible overtime and employee related expenses in accordance with each department's pre-existing labor contracts and pay schedules. A copy of the shift schedule and pay schedule shall accompany the agreement. Pay schedule revisions occurring during the agreement period will be provided to the State. Non budgeted costs to the fire department incurred for required backfill or coverage will be eligible.

(5) Volunteer Personnel Rates: Cooperator will charge the State for volunteer fire personnel at the current rates outlined in the State Forester Volunteer Classifications for the position for which they were ordered.

(6) Employee Related Expenses (ERE): Employee Related Expenses covered for time while on the assignment will be as follows:

- Workers Compensation
- Unemployment Insurance
- FICA taxes
- Employee Insurance
- Retirement
- Long term disability

Any other Employee Related Expenses beyond the above list must be approved by the State Foresters Office.

(7) Administrative or Special Wildland Fire Incentive Fees: Administrative or Special Wildland Fire Incentive Fees/Pay will not be reimbursed.

(8) Standard Staffing (Column 15): Cooperator lists normal staffing for listed equipment for general information purposes only. This does not restrict the State from ordering or requesting staffing that differ from this value. Equipment rates are for equipment only and do not include staffing.

a. Method of Payment: Lump-sum payment will normally be processed at the end of the emergency incident upon receipt of invoice and agreement with charges. See Arizona Revised Statute 37-623.02E.

9. Exceptions

a. No further payment under item 8 will accrue during any period that equipment under hire is not in a safe or operable condition or when Cooperator furnished staffing is (are) not available.

(1) Equipment will be requested with the understanding that it may be on assignment for 14 days. Should a staffing swap be required before the completion of 14 days prior approval by a State Forestry representative will be required before accepting the assignment.

b. If the Cooperator withdraws equipment and/or staffing prior to being released by the State, no further payment under item 8 shall accrue and the cooperators shall bear all costs of returning equipment and/or personnel to the point of hire.

c. After inspection and acceptance for use, equipment and/or furnished staffing that cannot be replaced or equipment that cannot be repaired at the site of work by the Cooperator or by the incident in accordance with Clause 5, within 24 hours, may be considered as being withdrawn by the Cooperator in accordance with paragraph b above, except that the incident will bear the costs of returning equipment and/or personnel to the point of hire as promptly as emergency conditions will allow.

10. Loss, Damage or Destruction. Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the Cooperator agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. No reimbursement will be made for loss, damage or destruction when (a) it is due to normal wear and tear, or (b) negligence of the Cooperator or the Cooperator's agents which caused or contributed to the loss, damage or destruction, or (c) damages caused by equipment defects unless such defects are caused by negligence of the State or it's employees.

11. Meal and Lodging Expense Reimbursement:

a. In-State: The cooperators will provide and/or pay for their own food and drinks for the first 12 hours of an in-state assignment. The State may, at its discretion, provide meals for in-state assignments within this 12 hour period at no cost to the cooperators. Meals not provided after the first twelve hours of the incident and purchased by the cooperators may be reimbursed according to current State travel meal rates for breakfast lunch or dinner at the location being requested for reimbursement. Lodging costs will not be reimbursed for in-state assignments unless approved by the incident or dispatch office. Approved in-state lodging may be reimbursed according to current State travel policy.

b. Out-of-State: Cooperators may be reimbursed individual meals and lodging while traveling to and from out-of-state assignments. Meals will be reimbursed according to current State travel meal rates for breakfast, lunch, or dinner at the location being requested for reimbursement unless provided for by the incident. Travel time will begin from the time the resources left for the assignment. Out-of-

State lodging may be reimbursed not exceeding the current Federal Rate. Meals and lodging purchased by the cooperators while at the incident will not be reimbursed unless approved and documented by the incident.

c. Miscellaneous: Reimbursement for miscellaneous costs will be at the discretion of the State.

12. Safety Requirements

a. The cooperator is required to comply with all rules and regulations covered by the Arizona Industrial Commission Occupational Safety Codes, Title 23, Chapter 2, Article 10.

b. Current NWCG Qualifications Standards including the 3-22-04 NWCG Initial Action Clarification Memo shall apply. During initial response actions, minimum firefighter qualifications shall be completion of NWCG FFT2 training. Individuals at or above single resource boss and unit leader trainee level shall be approved by the State Qualifications Committee.

c. Fire department personnel must be a minimum of 18 years of age and in adequate physical condition to meet the physical requirements for the position for which they were ordered.

d. Personal Protective Equipment- Cooperators must supply the following minimum required personal protective equipment for wildfire response: hardhat, goggles, long sleeve fire resistant shirt, fire resistant trousers, leather lace up boots with a minimum 8" top and non-skid soles, leather work gloves, and a fire shelter. Personal protective equipment shall meet current NFPA standards where applicable.

13. Disputes. In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. Section 12-1518.

14. Termination. The State may cancel this agreement without penalty or further obligation pursuant to A.R.S. 38-511.

15. Failure to adhere to these provisions may result in the cooperator forfeiting all rights to payment.

16. Audit. Within a 5 year period of invoice submittal, the state at its discretion may request a review of fire invoicing documentation.

17. The Parties agree to comply with all applicable Federal or State laws relating to equal opportunity and non-discrimination.

Pursuant to A.R.S. § 35-214, the Cooperator shall retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Cooperator shall produce the original of any or all such records.

This agreement shall be subject to available funding, and nothing in this agreement shall bind the State to expenditures in excess of funds appropriated and allotted for the purposes outlined in this agreement.

The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Cooperator

toward fulfillment of this Contract.

The Cooperator warrants its compliance with Federal Immigration Laws.

Type 1 Engines		VEHICLE MAKE	VEHICLE MODEL	Gal/GPM/CAFS	RATES	MIN STFNG	License Plate
VEHICLE	YEAR						
3320D05	2003	E-ONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-811DF
3320D10	1989	EONE	HUSH	500/1500/yes	\$106/hour, \$19/CAFS/hour	4	LG-05E8
3320D11	1989	EONE	HUSH	500/1500/yes	\$106/hour, \$19/CAFS/hour	4	LG-05E6
3320D12	1989	EONE	HUSH	500/1500/yes	\$106/hour, \$19/CAFS/hour	4	LG-05E5
3320D13	1994	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-105AS
3320D14	1994	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-104AS
3320D15	1994	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-103AS
3320D16	1995	INTERNATIONAL	1652S	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-305BD
3320D17	1995	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-510BD
3320D18	1995	E-ONE	HUSH C900	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-532BD
3320D19	1995	E-ONE	Hush	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-343BE
3320D20	1995	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-533BD
3320D22	1997	EONE	H160	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-116BL
3320D23	2003	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-155DY
3320D24	2003	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-154DY
3320D25	2003	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-602DY
3320D26	2003	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-164DY
3320D28	2005	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-144EX
3320D29	2005	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-879ES
3320D31	2009	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-626FV
3320D32	2009	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-655FV
Type 6 Engine							
VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	Gal/GPM/CAFS	RATES	MIN STFNG	License Plate
3320C21	2008	FORD	F550 4X4	300/125/yes	\$76/hour, \$11/CAFS/hour	3	G-623FG
Sedans							
VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	UNIT ID	RATE/MILEAGE	MIN STFNG	License Plate
3320A03	2005	CHEVROLET	IMPALA	EM151	\$40/day \$.40/mile	1	G-866EG
3320A15	2006	FORD	TAURUS		\$40/day \$.40/mile	1	G-605DY
3320A151	2006	CHEVROLET	IMPALA	C157	\$40/day \$.40/mile	1	G-514EN
3320A16	2005	FORD	TAURUS	AS151	\$40/day \$.40/mile	1	G-614DY
3320A21	2006	FORD	TAURUS	FP151	\$40/day \$.40/mile	1	G-310EM
3320A22	2006	FORD	TAURUS	FP153	\$40/day \$.40/mile	1	G-309EM
3320A23	2006	FORD	TAURUS	FP152	\$40/day \$.40/mile	1	G-308EM
3320A26	2006	FORD	TAURUS	CR1511	\$40/day \$.40/mile	1	G-094EY
3320A28	2008	CHEVROLET	IMPALA	C154	\$40/day \$.40/mile	1	G-700FG
3320A29	2008	CHEVROLET	IMPALA	C153	\$40/day \$.40/mile	1	G-057FM

3320A30	2008	CHEVROLET	IMPALA		C152	\$40/day \$.40/mile	1	G-062FM
3320A31	2008	CHEVROLET	IMPALA		CR1510	\$40/day \$.40/mile	1	G-056FM
Pickup 4X2 1/2 Ton								
3320B02	2005	CHEVROLET	1500		FP154	\$42/day \$.42/mile	1	G-858EG
3320B03	2006	CHEVROLET	1500		FP156	\$42/day \$.42/mile	1	G-725EH
3320B04	2006	FORD	F150 EXT CAB		SU156	\$42/day \$.42/mile	1	G-748EP
3320B15	2008	FORD	F150		TA154	\$42/day \$.42/mile	1	G-027FA
3320B16	2008	FORD	F150 EXT CAB		FP155	\$42/day \$.42/mile	1	G-663FG
3320B17	2010	FORD	F150 EXT CAB			\$42/day \$.42/mile	1	G-639FV
3320B18	2010	FORD	F150 EXT CAB			\$42/day \$.42/mile	1	G-678FV
Pickup 4X2 3/4 Ton								
3320B11	2008	FORD	F250		SO151	\$57/day \$.57/mile	1	G-515EZ
3320B12	2008	FORD	F250		TA152	\$57/day \$.57/mile	1	G-517EZ
3320B13	2008	FORD	F250		SU154	\$57/day \$.57/mile	1	G-009FA
3340B02	2003	FORD	F250		F1151	\$57/day \$.57/mile	1	G-734DL
3340B03	2003	FORD	F250		F1152	\$57/day \$.57/mile	1	211-RPS
3320C01	2002	FORD	F250		WDC	\$57/day \$.57/mile	1	G-844DE
3320C28	2008	FORD	F250 CREW CAB			\$57/day \$.57/mile	1	G-289FS
3320C31	2010	FORD	F250 CREW CAB			\$57/day \$.57/mile	1	G-676FV
3340C01	2002	GMC	2500		F1153	\$57/day \$.57/mile	1	G-714DL
3340C02	2006	CHEVROLET	2500HD		FP157	\$57/day \$.57/mile	1	G-526EC
3320C28	2009	FORD	F250 CREW CAB		SO	\$57/day \$.57/mile	1	G-289FS
Pickup 4X2 1 Ton & 4X4 3/4 Ton								
3320C04	1999	GMC	3500			\$65/day \$.65/mile	1	G-157DY
3320C05	2000	GMC	G30			\$65/day \$.65/mile	1	G-158DY
3320C07	2005	FORD	E350 CUTAWAY		SU154	\$65/day \$.65/mile	1	G-867EG
3320C11	1996	CHEVROLET	C3100			\$65/day \$.65/mile	1	G-929BF
3320C15	2000	GMC	G3500			\$65/day \$.65/mile	1	G-611DY
3320C16	2005	FORD	F350			\$65/day \$.65/mile	1	G-662DY
3320C18	2005	FORD	F450			\$65/day \$.65/mile	1	G-868EG
3320C20	2008	FORD	F350			\$65/day \$.65/mile	1	G-544EZ
3320C25	2008	FORD	F350		SE152	\$65/day \$.65/mile	1	G-695FG
3320C27	2008	FORD	F350		SU155	\$65/day \$.65/mile	1	G-066FM
3320C30	2010	FORD	F350			\$65/day \$.65/mile	1	G-667FV
Pickup 4X4 1 Ton								
3320C17	2005	FORD	F350		BC152	\$74/day \$.74/mile	1	G-700DY
3320C19	2006	FORD	F350			\$74/day \$.74/mile	1	G-735EH
3320C24	2008	FORD	F350 4X4			\$74/day \$.74/mile	1	G-690FG



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

04/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Elizabeth R. Finn, Presiding City Judge

SUBJECT: **AWARD OF PROPOSAL 12-22 FOR COURT-ORDERED
SCREENING AND TREATMENT SERVICES**

Purpose

This is a request for City Council to award RFP 12-22 and authorize the City Manager to enter into a two-year contract for court-ordered screening and treatment services with Community Support Services, Inc.

Background

Court-ordered screening and treatment services include domestic violence offender screening and treatment programs, anger management programs, alcohol abuse and substance abuse programs.

Four offers were received in response to RFP 12-22. An evaluation committee comprised of staff from Glendale City Court and a nonprofit community service provider reviewed the offers. Specific evaluation factors considered in the review included capabilities of firm and staff, prior experience, proposal questionnaire responses, class and assessment schedules, fees, references, and non-English speaking services. Community Support Services, Inc. was the highest scoring offer. The initial term of the contract is for two years and contains an option that will permit the City Manager, at his discretion, to extend the contract for an additional three years, in one-year increments.

Previous Council/Staff Actions

In April 2007, City Council awarded RFP 07-01, Court-Ordered Screening and Treatment Services, to Justice Services Holdings, LLC.

Budget Impacts & Costs

No budgeted funds are involved, because violators are responsible for direct payment of services to the agency.

Recommendation

Award RFP 12-22 and authorize the City Manager to enter into a two-year contract for court-ordered screening and treatment services with Community Support Services, Inc., and to renew the contract, at his discretion, for an additional three years, in one-year increments.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 04/24/2012
TO: Ed Beasley, City Manager
FROM: Elizabeth R. Finn, Presiding City Judge
SUBJECT: AWARD OF PROPOSAL 12-22 FOR COURT-ORDERED
SCREENING AND TREATMENT SERVICES

1. Vendor Tabulation Sheet
2. Professional Services Agreement

EVALUATOR'S INDIVIDUAL SCORES

RFP 12-22

Court-Ordered Treatment and Screening Services

	MAXIMUM POINTS	Community Support Services	Sage Counseling	CHC Correction Healthcare	Potterhouse Substance Abuse Center
Capabilities of the Firm and Staff	250				
Evaluator A		218	240	242	197
Evaluator B		240	225	190	200
Evaluator C		240	205	190	130
Evaluator D		225	225	200	150
CONSENSUS SCORE		230.75	223.75	205.5	169.25
Prior Experience	200				
Evaluator A		180	190	195	140
Evaluator B		184	187	180	180
Evaluator C		190	175	190	100
Evaluator D		150	180	200	125
CONSENSUS SCORE		176	183	191.25	136.25
Proposal Questionnaire	200				
Evaluator A		158	176	178	135
Evaluator B		185	185	160	185
Evaluator C		190	160	170	125
Evaluator D		180	190	175	100
CONSENSUS SCORE		178.25	177.75	170.75	136.25
Class/Assessment Schedules	100				
Evaluator A		90	95	90	70
Evaluator B		92	95	85	82
Evaluator C		100	75	75	80
Evaluator D		80	80	80	50
CONSENSUS SCORE		90.5	86.25	82.5	70.5
Non-English Speaking Services	100				
Evaluator A		70	90	90	70
Evaluator B		90	85	92	90
Evaluator C		100	100	70	100
Evaluator D		90	100	100	50
CONSENSUS SCORE		87.5	93.75	88	77.5
Fees	100				
Evaluator A		85	80	90	60
Evaluator B		95	85	90	80
Evaluator C		85	25	85	65
Evaluator D		100	60	75	60
CONSENSUS SCORE		91.25	62.5	85	66.25
References	50				
Evaluator A		43	40	47	20
Evaluator B		45	46	45	25
Evaluator C		40	40	40	20
Evaluator D		40	43	43	25
CONSENSUS SCORE		42	42.25	43.75	22.5
TOTAL SCORES	1000	896	869	867	679

**PROFESSIONAL SERVICES AGREEMENT
(Not Construction Related)**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Community Support Services, Inc., an Arizona corporation, authorized to do business in the State of Arizona, ("Consultant") as of the _____ day of _____, 20____ ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

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

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.

- (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.
 - (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.
- d. Subcontractors. Consultant shall not engage any subcontractor for the work or services to be performed under this Agreement.

2. **Schedule; Initial Term; Renewal.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 **Standard.** Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 **Licensing.** Consultant warrants that:

- a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

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

3.4 **Coordination; Interaction.**

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors is specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.
 - a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.
 - b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
 - c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
 - d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.
- 4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

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

5.2 Payment.

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

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

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

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

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

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

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than

the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.

- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.**

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

- a. Consultant and Subconsultants. Consultant, and each Subconsultant performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Consultant's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Consultant must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate limit.
 - (2) Subconsultants must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Professional Liability. Consultant must maintain a professional errors and omissions liability policy providing a minimum limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
- d. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Consultant covering owned, non-owned and hired automobiles.
- e. Workers' Compensation and Employer's Liability. Consultant must also maintain a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- f. Notice of Changes. Consultant's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Consultant's Policies;
 - (2) Reduction of the coverage limits of any of Consultant's Policies; and
 - (3) Any other material modification of Consultant's Policies related to this Agreement.
- g. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Consultant must deliver to City Representative certificates of insurance for each of Consultant's Policies, which will confirm the existence or issuance of Consultant's Policies in

accordance with the provisions of this section, and copies of the endorsements of Consultant's Policies in accordance with the provisions of this section.

- (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Consultant's Policies, or to examine Consultant's Policies, or to inform Consultant or Subconsultant, in the event that any coverage does not comply with the requirements of this section.
 - (3) Consultant's failure to secure and maintain Consultant's Policies and to assure Consultant's Policies as required will constitute a material default under the Agreement.
- h. Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Consultant's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- i. Policies. Except with respect to workers' compensation and professional liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Subconsultants.

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

8.3 Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

- 9.1 Consultant, and on behalf of any Subconsultant, warrants to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or employee who performs work under this Agreement to ensure that the Consultant, Subconsultant, or any employee, is compliant with the warranty under this section.
- 9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Prohibitions. Consultant certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

11. Notices.

- 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

- (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
- (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

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

Arlette Itami, President/CEO
 Community Support Services, Inc.
 10645 North Tatum Boulevard, Ste. 200-184
 Phoenix, Arizona 85028

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

City of Glendale
 c/o Jacque Behrens
 Materials Manager
 5850 West Glendale Avenue, Ste. 317
 Glendale, Arizona 85301

With required copy to:

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

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

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

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

13. **Entire Agreement; Survival; Counterparts; Signatures.**

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

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

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

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. **Term.** The term of this Agreement commences upon the effective date and continues for an initial two-year initial period. The City may, at its sole option and with the approval of the City's Purchasing/Materials Manager, renew this Agreement for three additional one-year terms, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. There are no automatic renewals of this Agreement.

15. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By:
Its:

ATTEST:

Pam Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Craig Tindall, City Attorney

Community Support Services, Inc.,
an Arizona corporation

By: Arlette Itami
Its: President/CEO

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

Project Description

The Contractor will provide adult court-ordered screening/assessment; outpatient treatment programs for adjudicated defendants; and follow-up tracking of defendants' compliance/non-compliance for recommended programs.

At a minimum, the Contractor will provide a domestic violence offender screening/assessment and outpatient treatment program, an anger management program, and a substance abuse program.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

Scope of Work

By providing intake screening and assessment services, CSS will determine within seven business days the appropriate level and intensity of treatment intervention for each defendant referred by the Court. By providing the necessary subsequent treatment services, CSS will utilize licensed, trained clinicians to conduct treatment classes and monitor each defendant's progress and compliance to court-ordered treatment conditions. CSS will provide treatment services on at least two weeknights, and at least once on weekends.

CSS staff will be required to attend all Glendale City Court Treatment Court staffing sessions and court calendars. The Treatment Court Program is a specialized problem-solving court providing active and ongoing judicial monitoring and intervention for defendants required to complete domestic violence counseling as a term of their court sentence. CSS will also be required to attend all DUI status review calendars. These calendars are specialized hearings to provide active and ongoing judicial monitoring and intervention for defendants required to complete DUI education or treatment as a term of their sentence. CSS will provide the Court with accurate and timely written treatment progress reports on all clients one week prior to the defendant's Treatment Court or DUI Status Review Hearing.

The detailed scope of the work expected by the City is more fully set forth in RFP 12-22 and the CCS Response to RFP 12-22.

EXHIBIT C
Professional Services Agreement

SCHEDULE

Services shall be delivered in a professional and timely manner in accordance with RFP 12-22.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The Contractor will be compensated from the fees generated by adjudicated participants referred to CCS by court order. The City will not expend any general funds monies for this Contractor.

NOT-TO-EXCEED AMOUNT

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

DETAILED PROJECT COMPENSATION

The detailed compensation is attached to this Exhibit and is NOT SUBJECT TO DISCLOSURE in the event the City receives a public records request.

SECTION 1
MANDATORY SUBMITTAL REQUIREMENTS

City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

SOLICITATION NO. RFP 12-22
Court-Ordered Treatment and Screening Services

1.9.8 Fees: All payment obligations will be accomplished among the contractor and participant. The contractor shall be responsible for collecting payment from program participants and/or any third party(ies). Include the fee schedule, any and all fees that may be possible, including sliding scale for indigent defendants. Contractor shall provide screening/treatment services to defendants at reasonable cost, using a sliding scale, based on a defendant's ability to pay.

Community Support Services, Inc. understands that this is a defendant pay program and that CSS will not receive actual funds for screening/assessment or treatment provided for the referred clients from the City of Glendale. CSS understands that the City of Glendale will only be providing client referrals.

Community Support Services, Inc. provides each client current financial status for discussion during staffing. The financial status will include the following:

Payment since last court status hearing
Current Balance

The information available includes payments made the day prior to staffing by the client to CSS.

Community Support Services, Inc. will charge counseling fees at the rate of \$40 for the screening/assessment and \$10 per treatment hour. In addition, the following is a sliding fee scale:

<u>SLIDING FEE SCALE</u>		
Size of Family Unit	Income Level	Fee Scale
1 - 2	\$8,590 to \$11,610	½ Payment
3 - 4	\$11,611 to \$14,510	½ Payment
5 - 6	\$14,511 to \$17,650	½ Payment
7 - 8	\$17,651 to \$20, 670	½ Payment
1 - 8	0 to \$8,589	¼ Payment

Clients are expected to pay for services rendered unless their family income can be substantiated to fall within the 2010 Health and Human Services Guidelines. Under these circumstances, the above referenced sliding fee scale would apply. Of course, specific circumstances will be considered and negotiated payment plans will be arranged.

**SECTION I
MANDATORY SUBMITTAL REQUIREMENTS**

City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

**SOLICITATION NO. RFP 12-22
Court-Ordered Treatment and Screening Services**

Community Support Services, Inc. does recognize that there are clients who will not have the financial means to pay for treatment; therefore the policy regarding payment is as follows:

Community Support Services, Inc. will NOT charge clients for missed counseling sessions, unless the City of Glendale requires this as a condition of the acceptance of the contract. CSS believes that attendance issues should they arise be addressed in a manner that is not financially punitive.

Community Support Services, Inc. will NOT discharge a client because of inability to pay.

Community Support Services, Inc. will NOT deny services to any client because they are unable to pay counseling fees.

Community Support Services, Inc., works with all clients in establishing a payment plan that is client-drive, (the client makes a written realistic plan that they can achieve by making consistent payments). Integrity payments – payments of a modest amount demonstrates the clients commitment to treatment.

Community Support Services, Inc., database has an entry for every payment made by the client and is available to provide clients his/her balance.

It is the policy of **Community Support Services, Inc.**, to immediately notify the authorized City of Glendale staff of all AMA incidents.

SECTION 1
MANDATORY SUBMITTAL REQUIREMENTS

City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

SOLICITATION NO. RFP 12-22
Court-Ordered Treatment and Screening Services

1.9.9 Screening and assessment process: Vendors submitting screening/assessment proposals shall describe the process for selecting treatment agencies and referring a defendant to receive treatment and/or education programs. Provide the criteria for screening a defendant telephonically or electronically, if applicable.

Community Support Services, Inc. is a strong proponent of collaboration and not competition. When a client presents with needs that are not within the scope of practice, location or another agency has a specialty in providing the client with services it is the policy of CSS to refer the client to the appropriate agency.

It is the client who selects the agency of choice and not **Community Support Services, Inc.** There are many reasons that a client may choose to select an alternate treatment agency; closer to work or home, hours of operation etc. It is vital that **Community Support Services, Inc.** does not influence a client on which agency to select. The client must feel empowered in their treatment decisions.

Community Support Services, Inc. utilizes the provider list furnished by OBHL for all licensed agencies. CSS has been providing services in the Metropolitan Phoenix Area for nearly 8 years and has had the opportunity to work with several of those licensed agencies.

In addition, **Community Support Services, Inc.**, is a co-founding member as well as **SAGE Counseling, Inc.** and staff members of the **Maricopa County Adult Probation Department** in forming **Collaboration in Recovery Services** – an organization comprised of licensed OBHL Treatment agencies as well as individuals who work with government entities that are committed to ensuring that clients needs are meet before ego and profit.

There are occasions when it is not feasible for a client to meet in person in the agency. When this occurs **Community Support Services, Inc.** will forward via email or secured fax a copy of the screening packet to be completed by the client. Once the client completes and returns the screening packet, CSS will conduct the screening via Skype or via the telephone. There are no additional charges associated with this service.

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

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

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

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

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

4. **Exceptions.**

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

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

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



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

04/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Michelle Woytenko, Public Works Deputy Director

SUBJECT: **CONSTRUCTION AGREEMENT FOR PAVEMENT MAINTENANCE**

Purpose

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 \$2,000,000 for the repair and surface treatment of city-maintained roadways.

Background

The City of Glendale has just over 102 miles of arterial roadways and 615 miles of collector and residential roadways. In October 2011, staff provided Council with a pavement management report recommending surface treatments on various city residential roadways.

Glendale intends to repair and apply surface treatments to various roadways by utilizing a cooperative purchase clause in the City of Scottsdale solicitation for bids, Street Repairs IFB # 12PB018. The Scottsdale bid resulted in the award of bid to Southwest Slurry Seal, Inc. for street repairs, and was determined to be the most cost effective for the treatments needed. The surface treatments would be applied to the 18 neighborhoods identified in the October 2011 Glendale pavement management report, which are located across the city, and represent over 22 miles of roadways to be rehabilitated. A similar number of neighborhoods and miles are anticipated to be completed in FY 2012-13.

The project includes a communication plan that would notify residents of the impending road work to be completed in their area; the only anticipated impact to the neighborhoods will be minor traffic restrictions.

Previous Council/Staff Actions

On June 14, 2011, Council adopted the FY 2011-12 final budget authorizing the appropriation of \$2,000,000 for pavement management.

Community Benefit

Well maintained infrastructure is an important element of strong neighborhoods, and is critical for the attraction of quality economic development. This program will provide the community with reconditioned roadways that will avoid more costly road reconstruction.

Budget Impacts & Costs

Funds are available in the FY 2011-12 capital improvement plan. There are no operating costs associated with this project once it is complete.

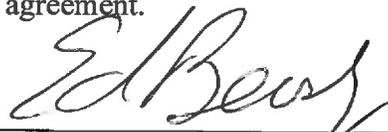
Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		\$2,000,000

Account Name, Fund, Account and Line Item Number:

Pavement Management, Account No. 2210-65089-550800, \$2,000,000

Recommendation

Authorize the City Manager to enter into a construction agreement with Southwest Slurry Seal, Inc. in an amount not to exceed \$2,000,000 for the repair and surface treatment of city maintained roadways; and further authorizing the City Manager, at his discretion, to extend the term in accordance with the provisions of the construction agreement.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 04/24/2012

TO: Ed Beasley, City Manager

FROM: Michelle Woytenko, Deputy Field Operations Director

SUBJECT: CONSTRUCTION AGREEMENT FOR PAVEMENT MAINTENANCE

1. Construction Agreement
2. Map (Slurry Projects)

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into this ____ day of _____, 2012, and is effective between the City of Glendale, an Arizona municipal corporation ("City"), and Southwest Slurry Seal, Inc., an Arizona Corporation authorized to do business in the State of Arizona ("Contractor").

RECITALS

- A. City intends to undertake a project for the benefit of the public, with public funds, that is more fully set forth in **Exhibit A** attached ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Project.

1.1 Scope. Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.

1.2 Project Team.

- a. Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.
- b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
- c. Sub-contractors.
 - (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
 - (2) Contractor will remain fully responsible for Sub-contractor's services.
 - (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
 - (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule; Initial Term; Renewal. The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner as set forth in Exhibit A. This Agreement will expire on July 1, 2013, unless otherwise renewed in writing at the City's discretion. At the City's sole discretion, City and

Contractor may agree to extend or renew this Agreement for four (4) additional one (1) year terms upon the written concurrence of the City's Purchasing/Materials Control Manager.

3. Contractor's Work.

- 3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services and materials for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
- 3.2 Licensing. Contractor warrants that:
- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
 - b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approval or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.
- 3.3 Compliance. Services and materials will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, or other standards and criteria designated by City.
- 3.4 Coordination; Interaction.
- a. If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
 - b. Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
 - c. If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.
- 3.5 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.
- 3.6 Warranties. At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment.
- 3.7. Bonds. Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$2,000,000, as specifically detailed in **Exhibit B** ("Compensation").

- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.
- a. Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. Billings and Payment.

5.1 Applications.

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

5.2 Payment.

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

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.
- c. Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- d. City will temporarily withhold Compensation amounts as required by A.R.S. § 34-221(C).

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

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

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

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

7. **Insurance.**

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

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.
- f. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- g. Certificates of Insurance.

- (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.
- h. Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- i. Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

7.2 Sub-contractors.

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

7.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense," collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor)

and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. **Immigration Law Compliance.**

- 8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.
- 8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

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

10. **Foreign Prohibitions.** Contractor certifies under A.R.S. §§ 35-391 *et seq.*, and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

11. **Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

12. **Notices.**

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

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

12.2 **Representatives.**

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

Southwest Slurry Seal, Inc.
Attn: Richard Francis
22855 North 21st Avenue
Phoenix, AZ 85027

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

City of Glendale
Attn: Jerry Carlson, Street Superintendent
6210 West Myrtle Avenue
Glendale, Arizona 85301

With required copies to:

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

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

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

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

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

14. **Entire Agreement; Survival; Counterparts; Signatures.**

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

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

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

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Dispute Resolution. Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

Exhibit C Dispute Resolution

(The remainder of this page left blank intentionally. Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Ed Beasley
Its: City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Southwest Slurry Seal, Inc.,
an Arizona corporation



By: Richard Francis
Its: President

WOMEN-OWNED/MINORITY BUSINESS [] YES [x] NO

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

[See attached]

PROJECT DESCRIPTION

Upon the request of the City, the Contractor will perform surface repair or reconstructive treatment on certain designated segments of City's streets, alleys, and parking lot within the corporate boundaries of the City. The Contractor will provide the cost and estimated completion date to the City before commencing any work under this Agreement. The types of the repair or treatment works to be performed on the streets, alleys, and parking lot are further described in Exhibit B of this Agreement.

**EXHIBIT B
CONSTRUCTION AGREEMENT**

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Contractor will promptly invoice the City after completing a designated repair or reconstruction activity. The payment to the Contractor is due 14 days after the City is in receipt of the invoice.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$2,000,000.

DETAILED PROJECT COMPENSATION

See next page

SURFACE TREATMENT: MAJORS		
DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
CQSH Emulsion	tons	\$220.00
PMCQSH Emulsion	tons	\$274.00
Type II Aggregate (including mineral filler)	tons	\$125.00
Type II line obliteration (under 5000 LF)	LF	\$0.90
Type II line obliteration (over 5000 LF)	LF	\$0.75
ADDITIONAL OPTIONS		
Microsurfacing Type II	SY	\$1.83
Microsurfacing Type III	SY	\$2.24
Reflective Pavement Marker Removal	HR	\$40.00
Reclimate Asphalt Rejuvenator (or approved equal)	SY	\$1.29
Crack Seal Treatment		
Under 2000 SY	SY	\$1.10
Over 2000 SY	SY	\$0.55
Pavement Removal and Replacement		
Up to 5" asphalt concrete depth	SY	\$85.00
Each additional asphalt concrete inch	SY	\$10.00
Pavement Markings		
Place temporary adhesive markers	EA	\$1.50
4" white paint Stripe	LF	\$0.57
4" yellow paint Stripe	LF	\$0.57
Place symbols	EA	\$125.00
Record and layout street markings (based on project centerline length)		
Less than 0.5 mile	MILE	\$1750.00
0.5 to 1.0 mile	MILE	\$1630.00
Over 1.0 mile	MILE	\$1630.00
Symbols	EA	\$250.00
Multiplier for all unit prices to be applied for scheduled night work. <u>20%</u>		

SURFACE TREATMENT: LOCALS

DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
CQSH Emulsion	tons	\$128.00
PMCQSH Emulsion	tons	\$194.00
Type II Aggregate (including mineral filler)	tons	\$125.00
Type II line obliteration (under 5000 LF)	LF	\$0.76
Type II line obliteration (over 5000 LF)	LF	\$0.60
Type II Slurry Seal complete: Alleys	SY	\$1.44
ADDITIONAL OPTIONS		
Reflective Pavement Marker Removal	HR	\$40.00
Reclimate Asphalt Rejuvenator (or approved equal)	SY	\$1.27
Crack Seal Treatment		
Under 2000 SY	SY	\$0.99
Over 2000 SY	SY	\$0.48
Pavement Removal and Replacement		
Up to 5" asphalt concrete depth	SY	\$63.00
Each additional asphalt concrete inch	SY	\$10.00
Pavement Markings		
Place temporary adhesive markers	EA	\$1.50
4" white paint Stripe	LF	\$0.57
4" yellow paint Stripe	LF	\$0.57
Place symbols	EA	\$125.00
Record and layout street markings (based on project centerline length)		
Less than 0.5 mile	MILE	\$1600.00
0.5 to 1.0 mile	MILE	\$1500.00
Over 1.0 mile	MILE	\$1500.00
Symbols	EA	\$125.00
Multiplier for all unit prices to be applied for scheduled night work. 20%		

**EXHIBIT C
CONSTRUCTION AGREEMENT**

DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently

alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

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

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

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

4. **Exceptions.**

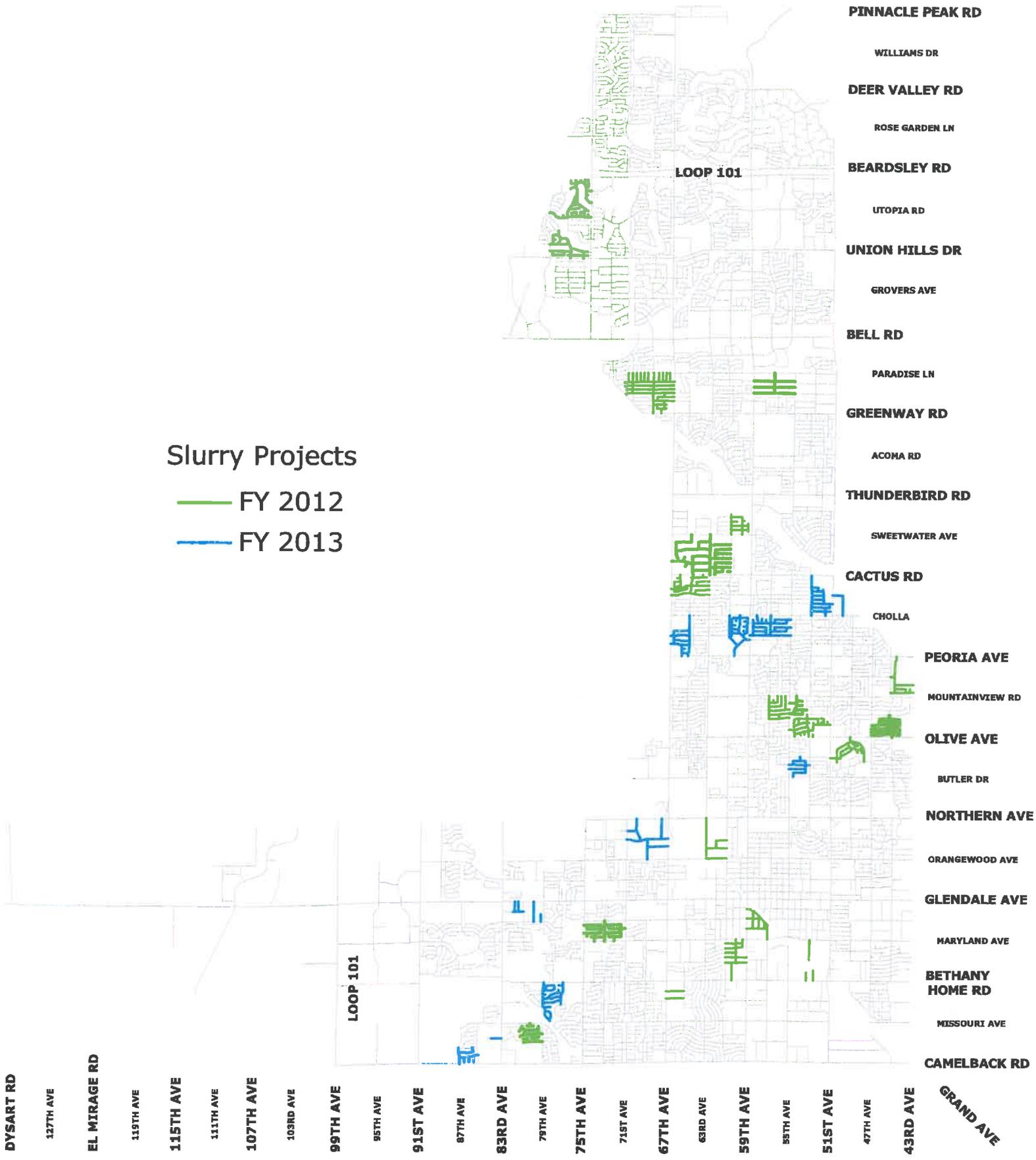
4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Contractor.

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

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

Slurry Projects

- FY 2012
- FY 2013



RESOLUTION NO. 4563 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING SUBMISSION OF THE FISCAL YEAR 2012-13 ANNUAL ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND ACCEPTING (1) A COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$2,083,478; (2) A HOME INVESTMENT PARTNERSHIPS PROGRAM ALLOCATION IN THE AMOUNT OF \$486,556; AND (3) EMERGENCY SOLUTIONS GRANTS PROGRAM FUNDING IN THE AMOUNT OF \$174,160.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE AS FOLLOWS:

SECTION 1. That the City's Annual Action Plan for FY 2012-13 is hereby approved. The Annual Action Plan is on file in the office of the City Clerk and copies are available for review/inspection at the following locations:

Community Revitalization
Glendale Municipal Office Complex
5850 West Glendale Avenue, #107
Glendale, Arizona

Community Housing Administration Office
6842 North 61st Avenue, Glendale, Arizona

Foothills Branch Library
19055 North 57th Avenue, Glendale, Arizona

Glendale Main Library
5959 West Brown Street, Glendale, Arizona

Velma Teague Branch Library
Murphy Park – Downtown Glendale
7010 North 58th Avenue, Glendale, Arizona

SECTION 2. That the City Manager is hereby authorized and directed to submit the City's Annual Action Plan to the U.S. Department of Housing and Urban Development and execute any and all necessary documents on behalf of the City of Glendale.

SECTION 3. That the City Council of the City of Glendale hereby accepts the following: (1) Community Development Block Grant entitlement from the U.S. Department of Housing and Urban Development for FY 2012-13 in the amount of \$2,083,478; (2) the HOME Investment Partnerships Program allocation from the Maricopa HOME Consortium for FY 2012-13 in the

amount of \$486,556; and (3) the Emergency Solutions Grants Program funding provided by the U.S. Department of Housing and Urban Development for FY 2012-13 in the amount of \$174,160.

SECTION 4. That the City Manager or his designee is hereby authorized and directed to execute all agreements and documents effectuating the allocation approved for the following entities by Council as long as the action is consistent with the approved Annual Action Plan.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2012.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

g_cdbg.doc



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

04/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Jim Colson, Deputy City Manager

SUBJECT: **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM RECOMMENDATIONS AND ANNUAL ACTION PLAN (RESOLUTION) (PUBLIC HEARING REQUIRED)**

Purpose

This is a request for City Council to conduct a public hearing and adopt a resolution authorizing submission of the FY 2012-13 Community Development Block Grant (CDBG) recommendations and Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD).

Background

Since 1977, Glendale has received approximately \$68 million in CDBG and other federal funds to assist thousands of Glendale homeowners and individuals with services that provide housing and improve their living conditions.

The Annual Action Plan is the yearly implementation document that outlines all proposed funding for CDBG, Home Investment Partnerships (HOME), and Emergency Solutions Grants (ESG) funds. This document is required in order to receive funding under these federal programs, and must be approved by Council and submitted to HUD no later than May 15, 2012.

The adoption of the FY 2012-13 CDBG recommendations and Annual Action Plan required an extensive public review process conducted by the Community Development Advisory Committee (CDAC). This public process resulted in the review of 39 applications, which included formal agency presentations. As a result, the CDAC is recommending \$2,083,478 in CDBG grants, \$486,556 in HOME grants, and \$174,160 in ESG grants. These grants will be used to directly benefit Glendale residents.

Previous Council/Staff Actions

The Council previously reviewed and approved the process by which the CDAC determines the

city's community needs and prioritizes its recommendations, through the adoption of Glendale's Five-Year Consolidated Plan for Fiscal Years 2010 through 2014 on April 27, 2010.

Community Benefit

These funds have provided assistance to Glendale residents with public service programs such as homeless prevention, domestic violence assistance, and services for seniors, youth, and the disabled. These funds have assisted with many physical improvement projects and continue to provide funding for a variety of projects that help revitalize the downtown infrastructure and remove blighted, underperforming structures.

Public Input

The FY 2012-13 funding recommendations were developed after an extensive public process that included a public notice on August 24, 2011, inviting applicants to the September 14, 2011 orientation session. Thirty-nine applications for funding were forwarded to CDAC for applicant presentations on January 4, 11, and 18, 2012. Each of these hearings allowed for public comment, however, no comments were submitted. The CDAC conducted a hearing on March 15, 2012 to vote on the ESG recommendations and allow for additional public input and comment, of which none was received.

Budget Impacts & Costs

The CDBG, HOME, and ESG programs are federally funded. The HOME program requires a 25% match from non-federal funds for in-house projects such as replacement housing. An annual match allocation of \$25,000 is provided through the Community Revitalization operating budget towards the 25% match requirement for HOME projects administered by the city. Outside non-profit agencies who are awarded HOME funds are required to provide their own source of match to meet the 25% requirement.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X			X		\$2,769,194

Account Name, Fund, Account and Line Item Number:

Community Development Block Grant, Account No. 1320-31001-518200, \$2,083,478
 Home Investment Partnerships Program, Account No. 1300-30001-518200, \$486,556
 Emergency Solutions Grants Program, Account No. 1830-31900-518200, \$174,160
 Community Revitalization Program, Account No. 1000-15010-518200, \$25,000

Recommendation

Conduct a public hearing, waive reading beyond the title, and adopt a resolution authorizing the submission of the FY 2012-13 Community Development Block Grant recommendations and Annual Action Plan to the U.S. Department of Housing and Urban Development.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 04/24/2012

TO: Ed Beasley, City Manager

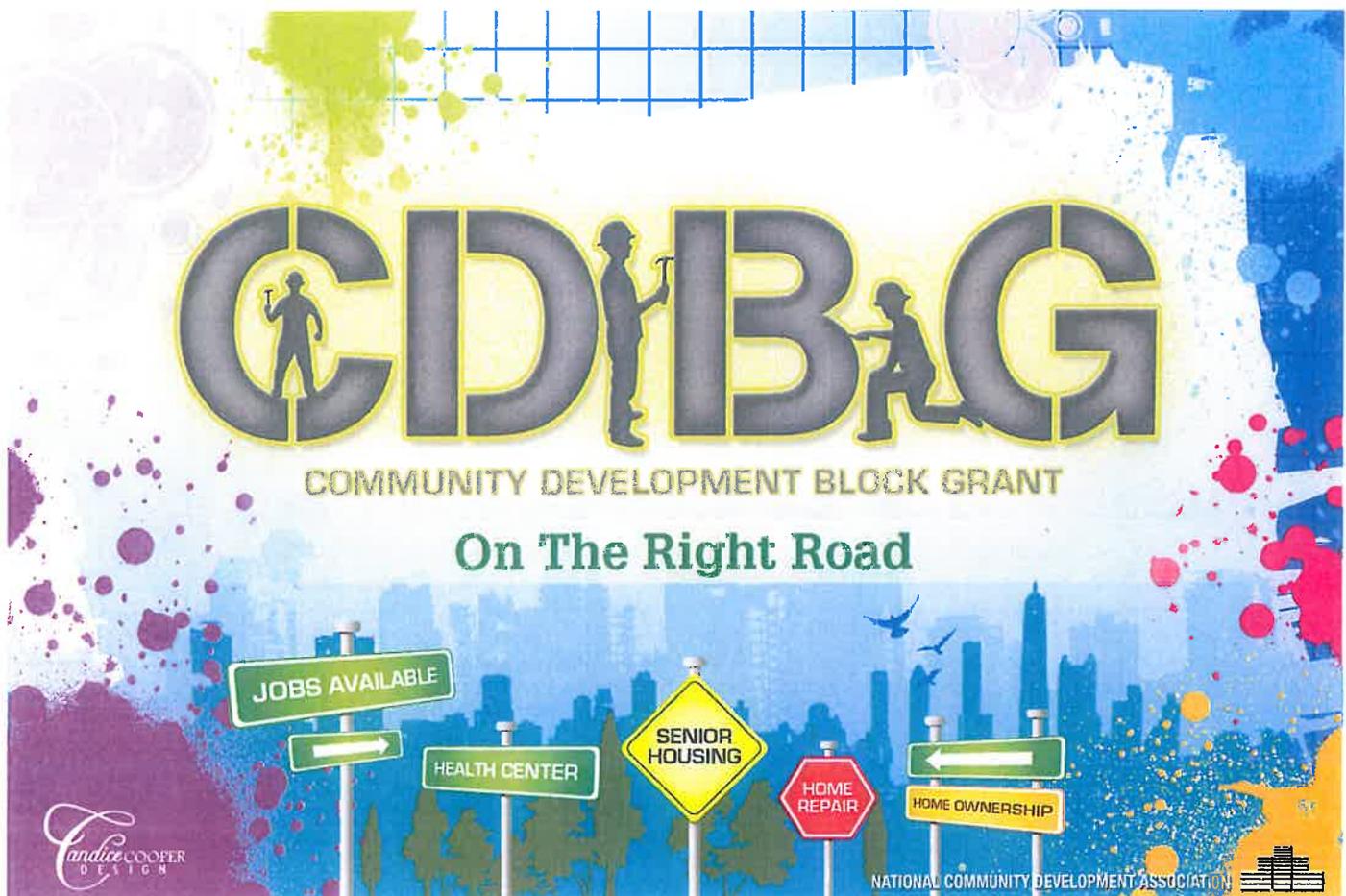
FROM: Jim Colson, Deputy City Manager

SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
RECOMMENDATIONS AND ANNUAL ACTION PLAN
(RESOLUTION) (PUBLIC HEARING REQUIRED)

1. Resolution
2. FY 2012-13 Annual Action Plan Executive Summary
3. Five-Year Funding History of Non-Profit Agencies



City of Glendale
Executive Summary
Annual Action Plan
Program Year 3
FY 2012-2013





CITY OF GLENDALE

PROGRAM YEAR 3

ANNUAL ACTION PLAN

FY 2012-2013

Executive Summary

Prepared by:
City of Glendale, Arizona
Community Revitalization Division
Sine Building Municipal Offices
5850 West Glendale Avenue, Suite 107
Glendale, Arizona 85301

Phone (623) 930-3670
FAX (623) 435-8594
TDD (623) 930-2197
AZ Relay Service Number 711

Submitted to:
U.S. Department of Housing and Urban Development
May 2012

**PROGRAM YEAR 3
ACTION PLAN**

NARRATIVE RESPONSES



Third Program Year Action Plan

The CPMP Third Annual Action Plan includes the [SF 424](#) and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

Narrative Responses

GENERAL

Executive Summary

The Executive Summary is required. Include the objectives and outcomes identified in the plan and an evaluation of past performance.

Program Year 3 Action Plan Executive Summary:

This Year Action Plan Implements the third year of activities that will address goals established by The City of Glendale 2010-2014 Consolidated Plan.

The City of Glendale (COG) receives Community Development Block Grant (CDBG) and Emergency Solutions Grants (ESG) program funds as a direct entitlement from the U.S. Department of Housing and Urban Development (HUD). In addition, Glendale receives HOME Investment Partnerships (HOME) funds distributed through the Maricopa County HOME Consortium (Consortium).

CDBG and HOME programs are primarily designed to assist low- and moderate-income individuals by providing affordable housing, revitalizing neighborhoods, and creating employment opportunities through economic development. The ESG program is designed to assist with the prevention of homelessness and assist homeless individuals and families to move toward self-reliance.

As an entitlement city, Glendale will receive its CDBG and ESG funding directly from HUD. The CDBG entitlement for fiscal year (FY) 2012-13 is \$2,083,478 with an additional \$140,000 in reprogrammed funds.

On December 5, 2011 the interim regulation for the Emergency Solutions Grants (ESG) program was published. On January 4, 2012, it went into effect, for further guidance refer to Exhibit VIII, Glendale's Substantial Amendment to the FY 2011 Annual Action Plan. The ESG entitlement for FY 2012-13 is \$174,160.

Members of the Maricopa HOME Consortium include Avondale, Chandler, Glendale, Maricopa County, Peoria, Surprise, Scottsdale, Tempe, and the Town of Gilbert. Glendale's FY 2012-13 HOME allocation through the Consortium is \$486,556.

In order for local jurisdictions to qualify for CDBG, ESG, and HOME funding, compliance with an array of statutory and regulatory requirements must be met.

One such requirement involves the development of a Five-Year Consolidated Plan (Con-Plan) that identifies both, housing and community development needs, priorities, goals, and strategies. The Con-Plan must also stipulate how funding will be allocated to address the stated housing and community development needs.

Five Year Consolidated Plan Summary

Glendale's Five-Year Con-Plan for fiscal years 2010 through 2014 identifies city-specific housing and community development needs. The tables provided on pages 3-5 in this executive summary, contain an outline of Glendale's Five-Year Strategic Housing and Community Development Plan goals and objectives.

Glendale's Con-Plan was prepared in accordance with Sections 91.100 through 91.230 of HUD's Consolidated Plan regulations; and it was designed to complement the city's General Plan, the City Center Master Plan, and the Maricopa HOME Consortium's Consolidated Plan. Further, Glendale's Con-Plan was developed with an extensive consultation process that involved stakeholders, such as, Glendale residents, city and community leaders, housing and service providers, and city departments.

In addition to the Consolidated Plan, HUD requires that cities and states receiving CDBG funding take actions to affirmatively further fair housing choices. Cities and states report on such activities by completing an Analysis of Impediments to Fair Housing Choice (AI) every three to five years. In general, the AI is a review of impediments to fair housing choice in the public and private sector. The City of Glendale completed an AI in 2010.

Purpose of the Program Year 3 Annual Action Plan

The purpose of the Program Year 3 Annual Action Plan (AAP) is to review and update those assessments presented in Glendale's Five-Year Con-Plan; to list the resources that will be available in the coming fiscal year; and to identify specific actions that will be taken to meet the identified housing and community development needs. The individual activity summaries located in Exhibit VI, Consolidated Plan Listing of Projects, Table 3c, Activities 1-34, illustrate the specific housing and community development goals and objectives to be addressed by each proposed activity to be funded with CDBG and ESG. In addition, a complete summary of this information is available on the tables located in Exhibit V, Fiscal Year 2012-13 Annual Action Plan Summary, and OBJECTIVES AND OUTCOMES.

The term of this Action Annual Plan is from July 1, 2012 through June 30, 2013.

An integral part of the development of the Five-Year Con-Plan and the AAP is public citizen participation. This public participation planning process provides citizens with numerous opportunities to participate throughout various phases of the development of these two planning documents. Public hearings and public meetings were conducted before the Community Development Advisory Committee (CDAC), to gather input from citizens, community agencies, and from city departments. The CDAC, a citizen committee appointed by the Mayor and City Council to oversee the annual grant application process, provides valuable citizen participation in the CDBG, ESG and HOME funding process. The CDAC conducts public hearings and meetings, reviews funding requests, and makes recommendations to the Council on resource

allocation. The dedicated efforts of the CDAC ensure that community needs are identified, carefully considered, and are properly addressed.

Evaluation of Past Performance

Programs are considered and approved based on extensive public participation, input from Glendale’s non-profit partners, council goals, and supporting data that identifies urgent community needs. Glendale has transitioned to the outcome-based federal model, which HUD is currently implementing. In the past, Glendale evaluated performance of federally funded projects on an output-based system. The city of Glendale also has its own internal strategic objectives that are outcome-based, and are used extensively throughout the organization. These are tied into Community Partnerships’ specific department goals and objectives. Community Revitalization is a division of the Community Partnerships Department. In the city’s Annual Community Assessment, HUD acknowledged Glendale’s performance as it related to the Consolidated Plan, the Annual Action Plan and other related information. Glendale has also met all of its statutory requirements such as the 1.5 expenditure ratio and the commitment dates as set by the HOME Investment Partnerships Program. The city is committed to monitoring outcomes compared to intended objectives, and evaluating their effectiveness in addressing community needs and reprogramming funding, if needed.

The following tables illustrate the Five-Year Consolidated Plan outlining the Strategic Housing, Community Development Plan, Goals and Objectives.

**FIVE-YEAR CONSOLIDATED PLAN
STRATEGIC HOUSING PLAN
GOALS AND OBJECTIVES
FISCAL YEARS 2010/11 - 2014/15**

FIVE-YEAR HOUSING PLAN GOALS AND OBJECTIVES

STRATEGY 1: PROVIDE HOMELESS SUPPORT SERVICES ACROSS THE ENTIRE SPECTRUM OF NEED, FROM HOMELESSNESS TO SELF-SUFFICIENCY, WITH THE CONTINUED EMPHASIS ON HOMELESS PREVENTION

- Goal 1:** Continue to support existing emergency shelters that meet established performance measures.
- Goal 2:** Continue to provide shelter and supportive services to persons who are homeless, including victims of domestic violence.
- Goal 3:** Assist persons who are homeless in the transition to permanent housing.
- Goal 4:** Provide emergency assistance and counseling to households at-risk of homelessness.
- Goal 5:** Support the Maricopa Continuum of Care and countywide non-profits that provide services to persons who are homeless, including chronically homeless.

STRATEGY 2: INCREASE THE VARIETY AND AMOUNT OF HOUSING STOCK THAT ACCOMMODATES SENIORS AND PERSONS WITH DISABILITIES

- Goal 1:** Provide accessibility improvements to allow seniors and persons with disabilities to live independently in their own homes.
- Goal 2:** Continue efforts to develop diverse housing products for seniors and persons with disabilities.
- Goal 3:** Encourage the increased use of universal design and visibility standards in new

construction.

STRATEGY 3: INCREASE THE AVAILABILITY OF AFFORDABLE, QUALITY HOUSING STOCK

- Goal 1:** Continue to utilize private and non-profit partners to provide financial services that leverage federal resources (i.e., a revolving loan fund program).
- Goal 2:** Improve and preserve existing housing stock through rehabilitation and emergency repairs and home improvement programs.
- Goal 3:** Support the public housing authority's capital improvement needs, resident initiatives and supportive services.
- Goal 4:** Continue strong code enforcement and monitoring of substandard, multifamily properties.
- Goal 5:** Reduce the number of single-family homes with lead-based paint risk through the City's housing rehabilitation program.
- Goal 6:** Facilitate the demolition and/or clearance of substandard structures that will allow for future development benefiting low- to moderate-income households and to assist in the removal of slum and blight.
- Goal 7:** Consider funding applications for aging multifamily properties in need of rehabilitation. The properties assisted would be required to enact and maintain a crime-free, drug-free policy or similar program.

STRATEGY 4: INCREASE HOMEOWNERSHIP

- Goal 1:** Support the City's public housing efforts to move participants into homeownership.
- Goal 2:** Provide or identify sources for down payment assistance and related costs to qualified first-time homebuyers, to increase homeownership.
- Goal 3:** Support land acquisition, infrastructure development, property acquisition, and rehabilitation programs related to development of affordable single-family housing.

FIVE-YEAR COMMUNITY DEVELOPMENT PLAN GOALS AND OBJECTIVES

STRATEGY 1: IMPROVE AND MAINTAIN THE CITY'S NEIGHBORHOODS

- Goal 1:** Rehabilitate single-family properties owned by special needs and low- and moderate-income households.
- Goal 2:** Improve qualifying neighborhoods through infrastructure improvements such as streetscaping, traffic calming, streetlights, and landscaping and similar activities.
- Goal 3:** Facilitate the development of infill housing and encourage mixed-income opportunities.
- Goal 4:** Facilitate the demolition and/or clearance of substandard structures will allow for future development benefiting low- to moderate-income households.
- Goal 5:** Facilitate commercial revitalization an adaptive reuse of commercial properties, with a potential for a mixed-income housing component.

STRATEGY 2: PROVIDE HOUSING ASSISTANCE AND SUPPORTIVE SERVICES TO THE CITY'S SPECIAL NEEDS POPULATIONS

- Goal 1:** Provide supportive services to at-risk youth and youth who have been abused and neglected, as well as health care and juvenile offender programs.
- Goal 2:** Provide home and community based services to seniors and persons with disabilities (i.e., respite programs for caregivers, food assistance, and accessibility programs).
- Goal 3:** Assist with operational and capital expenses of non-profit organizations serving persons with special needs.
- Goal 4:** Support referral and informational services that provide information to persons with special needs and low- to moderate-income households.

STRATEGY 3: INCREASE EMPLOYMENT OPPORTUNITIES / BUSINESS DEVELOPMENT FOR THE CITY'S ELIGIBLE RESIDENTS

Goal 1: Partner with existing non-profits for capacity building, technical assistance (i.e., public-non-profit partnership models) and assisting with facility planning.

Goal 2: Support workforce development by partnering with non-profit providers of affordable, quality childcare/adult day care.

Goal 3: Partner with economic development non-profits to promote job skills development training for unemployed and underemployed qualifying resident; and explore micro enterprise assistance.

Goal 4: Partner with existing agencies to create employment opportunities for low- and moderate-income individuals by facilitating commercial revitalization and adaptive reuse of commercial properties.

The following Charts illustrate the Community Planning and Development Outcomes Performance Measurement for the activities funded with CDBG, ESG, HOME and General funds.

CDBG FY 2012-13 FUNDING ALLOCATIONS FOR PUBLIC SERVICE ACTIVITIES					
					\$312,522
AGENCY / ACTIVITY NAME	OBJECTIVES AND OUTCOMES		ANNUAL ACTION PLAN GOALS		CDBG FUNDING
Homeless					\$81,501
Central Arizona Shelter Services (CASS) - Men's Outreach Shelter	Suitable Living Environment	Availability-Accessibility	570	Individuals	20,719
Society of St. Vincent de Paul, OLPH - Keeping Families Together Program	Suitable Living Environment	Availability-Accessibility	75	Households	50,422
Circle of the City - Respite Care Center	Suitable Living Environment	Availability-Accessibility	150	Individuals	10,360
Domestic Violence					\$41,444
A New Leaf - Faith House Emergency Shelter	Suitable Living Environment	Availability-Accessibility	10	Individuals	20,719
Chrysalis - Victim Services	Suitable Living Environment	Availability-Accessibility	50	Individuals	10,360
Community Information and Referral - CONTACTS	Suitable Living Environment	Availability-Accessibility	2,806	Individuals	10,365
Seniors					\$91,165
Duet, Partners in Aging - Independence to Seniors	Suitable Living Environment	Availability-Accessibility	102	Individuals	13,468
St. Mary's Food Bank Alliance - Home Food Delivery	Suitable Living Environment	Availability-Accessibility	325	Individuals	31,079
YWCA of Maricopa County - Congregate Meals	Suitable Living Environment	Availability-Accessibility	630	Individuals	46,618

Youth					\$31,075
Back to School Clothing Drive – New Clothes, New Beginnings Annual Distribution	Suitable Living Environment	Availability-Accessibility	260	Individuals	10,356
Boys & Girls Clubs of Metropolitan Phoenix – Swift After-School Program	Suitable Living Environment	Availability-Accessibility	375	Individuals	20,719
General Assistance					\$57,337
Community Information and Referral – 211 Arizona Social Services Information Line	Suitable Living Environment	Availability-Accessibility	20,412	Individuals	15,539
Community Legal Services – Removing Barriers to Access Justice	Suitable Living Environment	Availability-Accessibility	512	Individuals	15,539
St. Mary’s Food Bank Alliance – Emergency Food Program	Suitable Living Environment	Availability-Accessibility	30,000	Individuals	36,259

**CDBG FY 2012-13 FUNDING ALLOCATIONS FOR
REHABILITATION-RELATED ACTIVITIES**

					\$908,044
AGENCY / ACTIVITY NAME	OBJECTIVE AND OUTCOMES		ANNUAL ACTION PLAN GOALS		CDBG FUNDING
COG – Community Revitalization Division (Residential Rehabilitation Program and delivery cost, Roof, Repair/Replacement Program, Exterior Rehabilitation Program, Lead-Based Paint Hazard Program, Temporary Relocation Program)	Decent Housing	Availability-Accessibility / Sustainability	55	Housing Units	500,003
COG – Glendale’s Emergency Home Repair Program	Decent Housing	Availability-Accessibility	113	Housing Units	140,000
Arizona Bridge to Independent Living (ABIL)	Decent Housing	Availability-Accessibility	10	Housing Units	44,340
COG-Community Housing Division – Roof Replacement for Three Rental Communities	Decent Housing	Availability-Accessibility	155	Housing Units	182,000
Voluntary Demolition Low/Mod Slum/Blight, Voluntary Spot Slum/Blight	Creating Economic Opportunity	Sustainability	6	Units	41,701

**Includes 140,000 of Reprogrammed Funds*

CDBG FY 2012-13 FUNDING ALLOCATIONS FOR PUBLIC FACILITY AND INFRASTRUCTURE IMPROVEMENT ACTIVITIES					
					\$586,216
AGENCY / ACTIVITY NAME	OBJECTIVES AND OUTCOMES		ANNUAL ACTION PLAN GOALS		CDBG FUNDING
Central Arizona Shelter Services- Emergency Shelter Improvements	Decent Housing	Availability-Accessibility	1	Public Facility	24,874
COG-Code Compliance Department – Elimination of Code Violations	Suitable Living Environment	Availability-Accessibility	2750	Housing Units	75,000
COG-Econ. Development Department - VIP	Suitable Living Environment	Sustainability	5	Business Owners	150,000
COG- Field Operations- Street Reconstructing Paving	Suitable Living Environment	Sustainability	LMI Area		200,000
COG- Neighborhood Partnerships- Historic East Catlin Court Improvement	Suitable Living Environment	Sustainability	LMI Area		136,342
CDBG FY 2012-13 FUNDING ALLOCATIONS FOR ADMINISTRATION ACTIVITIES					
COG –Community Revitalization Division		Grant Administration			401,696
COG –Community Revitalization Division		Fair Housing Counseling			15,000
TOTAL CDBG Administration Activities					\$416,696
GRAND TOTAL FOR ALL CDBG–FUNDED ACTIVITIES					\$2,223,478
<i>*Includes 140,000 of Reprogrammed Funds</i>					

ESG FY 2012-13 FUNDING ALLOCATIONS FOR HOMELESS ASSISTANCE ACTIVITIES					
Homeless Activities					\$104,496
AGENCY / ACTIVITY NAME	OBJECTIVES AND OUTCOMES		ANNUAL ACTION PLAN GOALS		ESG FUNDING
A New Leaf- Faith House Emergency Shelter Operations	Suitable Living Environment	Availability-Accessibility	22	Individuals	32,642
Central Arizona Shelter Services (CASS)- Adults Emergency Shelter Services	Suitable Living Environment	Availability-Accessibility	730	Individuals	32,642
Homeward Bound- T-Bird Family Shelter Operations	Suitable Living Environment	Availability-Accessibility	32	Individuals	20,316
UMOM New Day Centers, Inc.- Emergency Shelter for Families	Suitable Living Environment	Availability-Accessibility	80	Individuals	18,896

Homeless Prevention Activities						\$56,602
COG CAP – Homeless Prevention	Decent Housing	Affordability-Sustainability	23	Individuals	26,178	
COG CAP – Rapid Re-Housing	Decent Housing	Affordability-Sustainability	11	Individuals	26,178	
COG –HMIS	HMIS Fees				4,246	
CDBG FY 2012-13 FUNDING ALLOCATIONS FOR ADMINISTRATION ACTIVITIES						
COG –Community Revitalization Division		Grant Administration			13,062	
TOTAL ESG Administration Activities					\$13,062	
GRAND TOTAL FOR ALL ESG-FUNDED ACTIVITIES						\$174,160

HOME FY 2012-13 FUNDING ALLOCATIONS FOR HOUSING RELATED ACTIVITIES						\$456,146
AGENCY / ACTIVITY NAME	OBJECTIVES AND OUTCOMES		ANNUAL ACTION PLAN GOALS		HOME FUNDING	
Habitat for Humanity – Infill Acquisition & Renovation	Decent Housing	Availability-Accessibility	3	Housing Units	229,390	
Newtown Community Development Corporation – Affordable Housing	Decent Housing	Availability-Accessibility	5	Households	101,756	
COG – Community Revitalization – Residential Rehab Activities & Replacement Housing Programs	Decent Housing	Availability-Accessibility	10	Households	125,000	
CDBG FY 2012-13 FUNDING ALLOCATIONS FOR ADMINISTRATION ACTIVITIES						
COG –Community Revitalization Division		Grant Administration			30,410	
TOTAL HOME Administration Activities					\$30,410	
GRAND TOTAL FOR ALL HOME-FUNDED ACTIVITIES						\$486,556

GENERAL FUND FY 2012-13 FUNDING ALLOCATIONS FOR HOUSING & PUBLIC SERVICE RELATED ACTIVITIES						\$100,138
AGENCY / ACTIVITY NAME	OBJECTIVES AND OUTCOMES		ANNUAL ACTION PLAN GOALS		GF FUNDING	
Central Arizona Shelter Services, Inc. (CASS) / Single Adult Emergency Shelter Operations	Suitable Living Environment	Availability / Accessibility	575	Individuals	51,638	
YWCA – Meal On Wheels Program	Suitable Living Environment	Availability / Accessibility	168	Individuals	48,500	

EXHIBIT I

SF 424



SF 424

The SF 424 is part of the CPMP Annual Action Plan. SF 424 form fields are included in this document. Grantee information is linked from the 1CPMP.xls document of the CPMP tool.

SF 424

Complete the fillable fields (blue cells) in the table below. The other items are pre-filled with values from the Grantee Information Worksheet.

5/08/2012	B-12-MC-040506	Type of Submission	
<i>Date Received by state</i>	<i>State Identifier</i>	Application	Pre-application
<i>Date Received by HUD</i>	<i>Federal Identifier</i>	<input type="checkbox"/> Construction	<input type="checkbox"/> Construction
		<input checked="" type="checkbox"/> Non Construction	<input type="checkbox"/> Non Construction
Applicant Information			
City of Glendale		AZ40186 GLENDALE	
6829 North 58th Drive		DUNS: 077-52-3579	
Suite 104		Organizational Unit	
Glendale	Arizona	Department: Community Partnerships	
85301	Country U.S.A.	Division: Community Revitalization	
Employer Identification Number (EIN):		Maricopa County	
86-6000247		Program Year Start Date (07/01/2012)	
Applicant Type:		Specify Other Type if necessary:	
Local Government: City		Specify Other Type	
Program Funding		U.S. Department of Housing and Urban Development	
Catalogue of Federal Domestic Assistance Numbers; Descriptive Title of Applicant Project(s); Areas Affected by Project(s) (cities, Counties, localities etc.); Estimated Funding			
Community Development Block Grant		14.218 Entitlement Grant	
Community Development Block Grant		City of Glendale Redevelopment Areas and low/moderate-income areas and households	
\$2,083,478 CDBG Grant Amount	\$0 - Additional HUD Grant(s) Leveraged	Describe	
\$0 - Additional Federal Funds Leveraged		\$0 - Additional State Funds Leveraged	
\$ 11,168,505	- Locally Leveraged Funds	\$ - Grantee Funds Leveraged	
\$ 45,000	- Anticipated Program Income	\$ 140,000 - (Reprogrammed funds)	
\$ 11,213,505		- Total Funds Leveraged for CDBG-based Project(s)	
Home Investment Partnerships Program		14.239 HOME	
HOME Project Titles		Description of Areas Affected by HOME Project(s)	
\$486,556 HOME Grant Amount	\$Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$592,750 Locally Leveraged Funds		\$Grantee Funds Leveraged	

\$Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for HOME-based Project(s) 592,750			
Housing Opportunities for People with AIDS		14,241 HOPWA	
HOPWA Project Titles		Description of Areas Affected by HOPWA Project(s)	
\$HOPWA Grant Amount	\$Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$Locally Leveraged Funds		\$Grantee Funds Leveraged	
\$Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for HOPWA-based Project(s)			
Emergency Shelter Grants Program		14,231 ESG	
Emergency Shelter Grants		Persons who are homeless and at risk of homelessness	
\$174,160 ESG Grant Amount	\$Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$6,656,597 - Locally Leveraged Funds		\$ - Grantee Funds Leveraged	
\$Anticipated Program Income		Other (Describe)	
\$ 6,656,597 - Total Funds Leveraged for ESG-based Project(s)			
Congressional Districts of:		Is application subject to review by state Executive Order 12372 Process?	
Applicant Districts Nos. 2 & 4	Project Districts Nos. 2 & 4		
Is the applicant delinquent on any federal debt? If "Yes" please include an additional document explaining the situation.		<input type="checkbox"/> Yes	This application was made available to the state EO 12372 process for review on DATE
		<input checked="" type="checkbox"/> No	Program is not covered by EO 12372
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> N/A	Program has not been selected by the state for review

Person to be contacted regarding this application		
Gilbert		Lopez
Revitalization Administrator	Phone: 623-930-3670	Fax: 623-435-8594
email: Glopez@glendaleaz.com	Website: www.glendaleaz.com	Other Contact: Mona Francis-Spellman
Signature of Authorized Representative		Date Signed
Ed Beasley, City Manager		

EXHIBIT II

Summary of Resources

SUMMARY OF RESOURCES FOR FY 2012-2013

FUNDING SOURCE	AMOUNT	SUB TOTALS
A. FEDERAL FUNDS		\$11,508,694
1. CDBG	\$2,083,478	
2. HOME Program	486,556	
3. ESG	174,160	
4. HUD Low Rent Public Housing	437,803	
5. HUD Section 8 Vouchers & Certificates	8,135,925	
6. HUD Capital Fund Program	190,672	
B. STATE FUNDS		\$944,397
1. LIHEAP & Other Emergency Programs (CAP)	\$944,397	
C. LOCAL GENERAL FUNDS (City of Glendale)		\$2,589,763
1. Community Action Program (CAP) (COG)	\$129,280	
2. Community Housing Services (COG)	307,000	
3. Code Compliance (COG)	1,289,315	
4. Community Revitalization (COG)	356,308	
5. Neighborhood Partnership Office Neighborhood Services (COG)	362,722	
6. Central Arizona Shelter Services, Inc. (CASS)	51,638	
7. Maricopa County HOME Consortium Match	25,000	
8. YWCA of Maricopa County	48,500	
D. PRIVATE FUNDS		\$545,960
1. Community Revitalization Program Income (COG)	45,000	
2. Operating Receipts from Community Housing Rents	300,000	
3. Arizona Community Action Association	200,960	
E. PROJECTED LEVERAGED FUNDS - NON PROFITS		\$18,417,852
1. CDBG - Public Services	\$10,847,947	
2. CDBG - Physical Improvements	320,558	
3. HOME	592,750	
4. Emergency Shelter Grants (ESG)	6,656,597	
TOTAL		\$33,986,566

RESOURCES FOR FY 2012-2013

- A. FEDERAL FUNDS
- B. STATE FUNDS
- C. LOCAL GENERAL FUNDS
- D. PRIVATE FUNDS
- E. PROJECTED LEVERAGED FUNDS - NON-PROFITS

A. FEDERAL FUNDS **\$11,504,847**

The City of Glendale expects to receive federal funding from the U. S. Department of Housing and Urban Development (HUD) in FY 2012-2013 to fund the programs listed below. The following is a brief summary of the various programs and the amounts of proposed funding:

1. Community Development Block Grant (CDBG) **\$2,083,478**

CDBG funds may be used to fund housing and community development projects that serve low- to moderate-income persons, eliminate slum or blighted conditions, or address an urgent need. Glendale's annual CDBG entitlement for FY 2012-2013 will be \$2,083,478. An additional amount of \$140,000 of program income and unspent funds from previous entitlement years is available, which will provide a total of \$2,223,478 to fund eligible CDBG activities.

2. HOME Investment Partnerships (HOME) Program **\$486,556**

HOME eligible activities include moderate rehabilitation of substandard housing, new construction, substantial rehabilitation, and acquisition. Glendale expects to receive a pro rata allocation of \$482,809 in HOME funds from the Maricopa HOME Consortium. Maricopa County serves as the lead agency for the Consortium, and is responsible for overseeing the administration of the HOME funds. The Consortium is comprised of all entitlement jurisdictions located within Maricopa County with the exception of Phoenix.

HOME Matching Funds

HOME funds require match equal to 25% of the grant award. Match funds for this program must be derived from non-federal resources and restrictions do vary depending on the source of funds. Habitat for Humanity will meet its match requirement with the use of donated or voluntary labor and/or professional services as establish by HUD. The Community Revitalization Division will meet this requirement with either City General Funds or with donated eligible match credits from other sources.

3. Emergency Solution Grants (ESG) Program **\$174,160**

The city will receive \$174,160 of ESG Program funding from HUD to assist with the prevention of homelessness and to assist homeless individuals and families to move toward independent living.

ESG Matching Funds

ESG funds require a match of 100% of the grant award (dollar-for-dollar match).

A. FEDERAL FUNDS (continued)

Glendale General Funds, and in certain cases other federal funds, as allowed by program regulations.

4. HUD Low Rent Public Housing Program \$437,803

The City's Community Housing Services Division administers this program, which provides 155 public housing units to Glendale residents at three different communities. Community Housing Services expects to receive \$437,803 from HUD to fund this program.

5. HUD Section 8 Vouchers and Certificates \$8,135,925

This program provides individuals earning below 50% of median income with rental payment assistance. The city's Community Housing Services Division, which administers this program, expects to receive \$8,135,925 in vouchers and certificates to provide 1546 Section 8 housing units.

6. HUD CAPITAL FUND PROGRAM \$190,672

This program provides funding for the modernization and rehabilitation of public housing units. The city's Community Housing Services Division expects to receive \$190,672 in FY 2012-2013 to fund this program.

B. STATE FUNDS \$944,397

The following is a brief summary of state-funded programs and the proposed FY 2012-2013 funding:

1. Low-Income Home Energy Assistance Program (LIHEAP) and other State Emergency Assistance Programs \$944,397

The LIHEAP provides assistance with water bills, deposits, and replacement of evaporative coolers (swamp). The Glendale Community Action Program (CAP) expects to receive \$526,040 from the state of Arizona for the LIHEAP and other emergency assistance programs. This sum includes utility bill subsidies from Arizona Public Service.

C. LOCAL GENERAL FUNDS \$2,569,763

Estimated budgets for City departments and private agencies to be funded with the FY 2012-2013 city general funds are listed below:

<u>Agency</u>	<u>Program</u>	<u>Amount</u>
CITY DEPARTMENTS:		
1. Community Action Program	Self-Sufficiency	\$129,280
2. Community Housing Services	Public Housing	\$307,000
3. Code Compliance	Code Compliance	\$1,289,315
4. Community Revitalization	Housing Revitalization	\$356,308
5. Neighborhood Partnership Office	Neighborhood Services	\$362,722
PRIVATE AGENCIES:		
	Emergency Homeless	

6. Central Arizona Shelter Services, Inc.	Shelter	\$51,638
7. Maricopa County HOME Consortium	HOME Match	\$25,000
8. YWCA of Maricopa County	Home Delivered Meals	\$48,500
		\$2,569,763

D. PRIVATE FUNDS

The following is a brief summary of programs that will generate private funding in FY 2012-2013:

1. Program Income - Community Revitalization \$45,000

Funds generated from an activity assisted with CDBG or HOME funds are considered program income. The Community Revitalization Division will receive \$45,000 in program income through loan repayments from the Residential Rehabilitation Loan Repayment Program. These funds will be reinvested in future rehabilitation projects.

2. Operating Receipts - Community Housing Rental Units \$300,000

The city's Community Housing Services Division operates three low-income Public Housing communities. The rental amount charged for each unit is based upon individual family income and family size. The proposed amount of operating receipts (rental revenue) from the 155 public rental-housing units is \$300,000.

F. PROJECTED LEVERAGED FUNDS - NON-PROFITS \$18,417,852

1. CDBG Funded Public Service Activities \$10,847,947

Glendale is proposing to support (21) public service providers with \$312,522 of FY 2012-2013 CDBG funds. This CDBG investment will leverage approximately \$10,847,947.

2. CDBG Funded Physical Improvement Activities \$320,558

Glendale is proposing to support six (8) physical improvement activities with \$812,556 of FY 2012-2013 CDBG funds. This CDBG investment will leverage approximately \$320,558.

3. HOME Funded Activities \$592,750

Glendale is proposing to support two (2) outside agencies with \$327,633 of FY 2012-2013 HOME funds that will leverage approximately \$592,750.

***4. ESG Funded Activities \$6,656,597**

Glendale is proposing to support * four (4) * outside agencies with \$174,160 of FY 2012-2013 ESG funds that will leverage approximately \$6,656,597.

EXHIBIT III

FY 2012-2013 Annual Action Plan Summary

July 1, 2012 – June 30, 2013

OBJECTIVES AND OUTCOMES

**CITY OF GLENDALE FISCAL YEAR 2012-2013
SUMMARY OF OBJECTIVES AND OUTCOMES**

CDBG FY 2012-13 FUNDING ALLOCATIONS FOR PUBLIC SERVICES ACTIVITIES					
					\$312,522
AGENCY / ACTIVITY NAME	OBJECTIVES AND OUTCOMES		ANNUAL ACTION PLAN GOALS		CDBG FUNDING
Homeless					\$81,501
Central Arizona Shelter Services (CASS) – Men's Outreach Shelter	Suitable Living Environment	Availability-Accessibility	570	Individuals	20,719
Society of St. Vincent de Paul, OLPH – Keeping Families Together Program	Suitable Living Environment	Availability-Accessibility	75	Households	50,422
Circle of the City – Respite Care Center	Suitable Living Environment	Availability-Accessibility	150	Individuals	10,360
Domestic Violence					\$41,444
A New Leaf – Faith House Emergency Shelter	Suitable Living Environment	Availability-Accessibility	10	Individuals	20,719
Chrysalis – Victim Services	Suitable Living Environment	Availability-Accessibility	50	Individuals	10,360
Community Information and Referral – CONTACTS	Suitable Living Environment	Availability-Accessibility	2,806	Individuals	10,365
Seniors					\$91,165
Duet, Partners in Aging – Independence to Seniors	Suitable Living Environment	Availability-Accessibility	102	Individuals	13,468
St. Mary's Food Bank Alliance – Home Food Delivery	Suitable Living Environment	Availability-Accessibility	325	Individuals	31,079
YWCA of Maricopa County – Congregate Meals	Suitable Living Environment	Availability-Accessibility	630	Individuals	46,618
Youth					\$31,075
Back to School Clothing Drive – New Clothes, New Beginnings Annual Distribution	Suitable Living Environment	Availability-Accessibility	260	Individuals	10,356
Boys & Girls Clubs of Metropolitan Phoenix – Swift After-School Program	Suitable Living Environment	Availability-Accessibility	375	Individuals	20,719
General Assistance					\$67,337
Community Information and Referral – 211 Arizona Social Services Information Line	Suitable Living Environment	Availability-Accessibility	20,412	Individuals	15,539
Community Legal Services – Removing Barriers to Access Justice	Suitable Living Environment	Availability-Accessibility	512	Individuals	15,539
St. Mary's Food Bank Alliance – Emergency Food Program	Suitable Living Environment	Availability-Accessibility	30,000	Individuals	36,259

**CITY OF GLENDALE FISCAL YEAR 2012-2013
SUMMARY OF OBJECTIVES AND OUTCOMES**

CDBG FY 2012-13 FUNDING ALLOCATIONS FOR REHABILITATION-RELATED ACTIVITIES					
					\$908,044
AGENCY / ACTIVITY NAME	OBJECTIVE AND OUTCOMES		ANNUAL ACTION PLAN GOALS		CDBG FUNDING
COG - Community Revitalization Division (Residential Rehabilitation Program and delivery cost, Roof, Repair/Replacement Program, Exterior Rehabilitation Program, Lead-Based Paint Hazard Program, Temporary Relocation Program)	Decent Housing	Availability-Accessibility / Sustainability	55	Housing Units	500,003
COG - Glendale's Emergency Home Repair Program	Decent Housing	Availability-Accessibility	113	Housing Units	140,000
Arizona Bridge to Independent Living (ABIL)	Decent Housing	Availability-Accessibility	10	Housing Units	44,340
COG-Community Housing Division - Roof Replacement for Three Rental Communities	Decent Housing	Availability-Accessibility	155	Housing Units	182,000
Voluntary Demolition Low/Mod Slum/Blight, Voluntary Spot Slum/Blight	Creating Economic Opportunity	Sustainability	6	Units	41,701

*Includes 140,000 of Reprogrammed Funds

CDBG FY 2012-13 FUNDING ALLOCATIONS FOR PUBLIC FACILITY AND INFRASTRUCTURE IMPROVEMENT ACTIVITIES					
					\$586,216
AGENCY / ACTIVITY NAME	OBJECTIVES AND OUTCOMES		ANNUAL ACTION PLAN GOALS		CDBG FUNDING
Central Arizona Shelter Services- Emergency Shelter Improvements	Decent Housing	Availability-Accessibility	1	Public Facility	24,874
COG-Code Compliance Department - Elimination of Code Violations	Suitable Living Environment	Availability-Accessibility	2750	Housing Units	75,000
COG-Econ. Development Department - VIP	Suitable Living Environment	Sustainability	5	Business Owners	150,000
COG- Field Operations-Street Reconstructing Paving	Suitable Living Environment	Sustainability	LMI Area		200,000

**CITY OF GLENDALE FISCAL YEAR 2012-2013
SUMMARY OF OBJECTIVES AND OUTCOMES**

COG- Neighborhood Partnerships- Historic East Catlin Court Improvement	Suitable Living Environment	Sustainability	LMI Area	136,342
CDBG FY 2012-13 FUNDING ALLOCATIONS FOR ADMINISTRATION ACTIVITIES				
COG -Community Revitalization Division	Grant Administration			401,696
COG -Community Revitalization Division	Fair Housing Counseling			15,000
TOTAL CDBG Administration Activities				\$416,696
GRAND TOTAL FOR ALL CDBG-FUNDED ACTIVITIES				\$2,223,478
<i>*Includes 140,000 of Reprogrammed Funds</i>				

ESG FY 2012-13 FUNDING ALLOCATIONS FOR HOMELESS ASSISTANCE ACTIVITIES					
Homeless Activities					\$104,496
AGENCY / ACTIVITY NAME	OBJECTIVES AND OUTCOMES		ANNUAL ACTION PLAN GOALS		ESG FUNDING
A New Leaf- Faith House Emergency Shelter Operations	Suitable Living Environment	Availability-Accessibility	22	Individuals	32,642
Central Arizona Shelter Services (CASS)- Adults Emergency Shelter Services	Suitable Living Environment	Availability-Accessibility	730	Individuals	32,642
Homeward Bound- T-Bird Family Shelter Operations	Suitable Living Environment	Availability-Accessibility	32	Individuals	20,316
UMOM New Day Centers, Inc.- Emergency Shelter for Families	Suitable Living Environment	Availability-Accessibility	80	Individuals	18,896
Homeless Prevention Activities					\$56,602
COG CAP - Homeless Prevention	Decent Housing	Affordability-Sustainability	23	Individuals	26,178
COG CAP - Rapid Re-Housing	Decent Housing	Affordability-Sustainability	11	Individuals	26,178
COG -HMIS	HMIS Fees				4,246
CDBG FY 2012-13 FUNDING ALLOCATIONS FOR ADMINISTRATION ACTIVITIES					
COG -Community Revitalization Division	Grant Administration				13,062
TOTAL ESG Administration Activities				\$13,062	
GRAND TOTAL FOR ALL ESG-FUNDED ACTIVITIES				\$174,160	

**CITY OF GLENDALE FISCAL YEAR 2012-2013
SUMMARY OF OBJECTIVES AND OUTCOMES**

HOME FY 2012-13 FUNDING ALLOCATIONS FOR HOUSING RELATED ACTIVITIES					
					\$456,146
AGENCY / ACTIVITY NAME	OBJECTIVES AND OUTCOMES		ANNUAL ACTION PLAN GOALS		HOME FUNDING
Habitat for Humanity – Infill Acquisition & Renovation	Decent Housing	Availability- Accessibility	3	Housing Units	229,390
Newtown Community Development Corporation – Affordable Housing	Decent Housing	Availability- Accessibility	5	Households	101,756
COG – Community Revitalization – Residential Rehab Activities & Replacement Housing Programs	Decent Housing	Availability- Accessibility	10	Households	125,000
CDBG FY 2012-13 FUNDING ALLOCATIONS FOR ADMINISTRATION ACTIVITIES					
COG –Community Revitalization Division		Grant Administration			30,410
TOTAL HOME Administration Activities					\$30,410
GRAND TOTAL FOR ALL HOME-FUNDED ACTIVITIES					\$486,556

GENERAL FUND FY 2012-13 FUNDING ALLOCATIONS FOR HOUSING & PUBLIC SERVICE RELATED ACTIVITIES					
					\$100,138
AGENCY / ACTIVITY NAME	OBJECTIVES AND OUTCOMES		ANNUAL ACTION PLAN GOALS		GF FUNDING
Central Arizona Shelter Services, Inc. (CASS) / Single Adult Emergency Shelter Operations	Suitable Living Environment	Availability / Accessibility	575	Individuals	51,638
YWCA - Meal On Wheels Program	Suitable Living Environment	Availability / Accessibility	168	Individuals	48,500

EXHIBIT IV

Geographic Area Map



City of Glendale
Community Revitalization Division
5850 W. Glendale Avenue, Suite 107
Glendale, AZ 85301

www.glendaleaz.com/communitypartnerships/communityrevitalization.cfm.



Phone (623) 930-3670
Fax (623) 435-8594
TDD (623) 930-2197
AZ Relay Service Number 711



GLENDALE NON-PROFIT PARTNERS 5-YEAR FUNDING AND RECOMMENDATIONS

A	B	C	D	E	F	G	H	I	J	K	
	AGENCY	ACTIVITY NAME	AWARDED FY2007-2008	AWARDED FY2008-2009	AWARDED FY2009-2010	AWARDED FY2010-2011	AWARDED FY2011-2012	REQUESTED FY2012-2013	CDAC Recommendations FY2012-2013	Prior Years Funded	
1											
3		Community Development Block Grant (CDBG)									
		Public Service Activities									
5											
6	HOMELESS										
7	C.A.S.S.	Men's Outreach Shelter	9,993	9,692		15,000	16,680	20,000	20,719	6	
8	City of Glendale (CAP)	Community Assistance Program			37,114					1	
9	Community Bridges	Substance Use Disorder Treatment								0	
10	Homeward Bound	Utilities & Maintenance Assistance	9,993	11,630				10,000		4	
11	Interfaith Cooperative Ministries	Food & Basic Provisions					7,089			2	
12	Quality of Life Community Services	Homeless Prevention Program	9,993							11	
13	St. Vincent de Paul, OLPH	Keeping Families United	29,979	24,230	15,247	45,000	46,913	59,750	50,422	6	
14	Circle of City	Respite Care Center						22,850	10,360	1	
15	DOMESTIC VIOLENCE										
16	A New Leaf-Faith House Emergency Sh	Domestic Violence Shelter	9,993	14,538	20,329	20,800	16,680	31,500	20,719	17	
17	Chrysalis (DV Shelter)	Victim Services	9,993			10,250	12,510	15,000	10,360	18	
18	Community Information & Referral	CONTACTS 24-Hour Shelter Referral	9,993	9,692	10,164	10,000	8,340	10,000	10,365	10	
19	West Valley Child Crisis Center	Foster/Adoption Program	19,986	19,384	20,329					7	
20	SENIORS										
21	Duet - Partners in Aging (formerly Beattitudes Center DOAR)	Elderly Assistance (In-home Services & Transportation)	9,993	9,692	10,164	12,000	10,942	13,000	13,468	15	
22	Jewish Family & Children's Service (JFS)	Older Adult Services/In-Home Older & Adult Services								1	
23	Friendship Foundation, Inc.	Fin. Assistance for Low Inc Seniors								3	
24	Marcopa Co Human Svcs Department	Special Transportation Services	30,978	29,075	30,493					13	
25	St. Mary's/Westside Food Bank Alliance	Home Food Delivery	24,983	24,230	25,411	29,959	25,021	30,000	31,079	7	
26	YWCA of Maricopa County	Congregate Meals	49,984	40,463	42,436	45,000	45,747	70,000	46,618	13	
27	YOUTH										
28	A New Leaf-Juvenile Alternatives in Glendale	JAG-Juvenile Diversion Program	9,993	9,692	10,164	10,000	16,680	25,000		8	
29	Back to School Clothing Drive	Clothing For Children				10,000	8,940	18,200	10,356	3	
30	Banner Health Foundation	School-Based Health Clinics								10	
31	Big Brothers Big Sisters of Central AZ	Mentoring Prog (Community/School-Bas	14,990	11,533	12,086			12,700		13	
32	Boys & Girls Clubs of Metropolitan Phx	Swift Kids Branch	14,990	9,692	10,164	15,000	16,680	20,000	20,719	16	
33	Central Arizona Shelter Services (CASS)	Child Care Facility		9,692						1	
34	City of Glendale Parks & Recreation	G.R.A.S.P. Fitness: Get a Grip								1	
35	Florence Crittenton Services of AZ	Transitional/Independent Living Program					20,851	20,000		2	
36	Glendale Family Development Center	Childcare		9,692						4	
37	Glendale Union High School District	Glendale High School Health Care Clinic	9,993	9,692	10,164	12,675				6	
38	Valley of the Sun YMCA	Seniors & 2nd Graders						20,000		13	
39	DISABLED										
40	Advocates for the Disabled	Assistance to Disabled									
41	Catholic Community Services dba Valle	Services for the Deaf Blind	9,993	9,692	15,633	10,000				10	
42	Foundation for Blind Children	Infant Program - Parent Education		9,692		10,000				2	
43	Foundation for Senior Living	Restorative Therapy Program (Disabled Adults & Seniors)	9,993	14,538	10,164					10	
44	Civitan Foundation, Inc	Food Distribution & Health Education/Spread the Health		9,692				10,000		2	
45	GENERAL ASSISTANCE										
46	St. Mary's Food Bank Alliance	Emergency Food Box Program	24,983	24,229	30,493	30,000	29,191	35,000	36,259	8	
47	Community Information & Referral	2-1-1 Arizona	9,993	9,692		22,000	20,102	24,102	15,539	10	
48	Community Legal Services	Removing Barriers to Access to Justice for Low-Income Residents	9,993	9,692	15,247	22,470		30,000	15,539	18	
49	Maricopa County Community College	Micro Enterprise Small Business									
50	Neighborhood Housing Services of Phoenix	Housing Counseling						27,339			
51	TOTALS		\$ 340,762	\$ 339,846	\$ 335,581	\$ 330,154	\$ 301,666	\$ 524,241	\$ 312,522		

GLENDALE NON-PROFIT PARTNERS 5-YEAR FUNDING AND RECOMMENDATIONS

B	C	D	E	F	G	H	I	J	K
Community Development Block Grant (CDBG)									
Physical Improvement Activities									
AGENCY	ACTIVITY NAME	AWARDED FY2007-2008	AWARDED FY2008-2009	AWARDED FY2009-2010	AWARDED FY2010-2011	AWARDED FY2011-2012	REQUESTED FY2012-2013	CDAC Recommendations FY2012-2013	Prior Years Funded
57	HOUSING RELATED PHYSICAL IMPROVEMENT ACTIVITIES								
58	A New Leaf, Inc.					83,402			2
	Faith House Shelter Exterior/Interior Painting								
59	Arizona Bridge to Independent Living	69,957	82,274	90,846	90,521	50,000	44,340	44,340	16
	Glendale Home Accessibility Program (Home Modifications - Disabled)								
60	City of Glendale Community Housing Division	159,902	169,619	204,409	200,000	200,000	182,000	182,000	6
	Repairs for the Three (3) public Housing Units								
61	Community Services of Arizona- Application Withdrawn-CDAC recommended to COG (RFP) see COG Revitalization Division								
62	Emergency Home Repairs	369,773	387,700	498,872	400,000	291,907			16
63	City of Glendale Revitalization Division- Awarded to Habitat					627,575			1
64	Valley of the Sun School & Habilitation		125,518	40,882	90,000				5
65	PUBLIC FACILITY OR PUBLIC INFRASTRUCTURE IMPROVEMENTS								
66	A New Leaf				200,000				1
67	Boys & Girls Clubs of Metropolitan Phoenix	299,816	141,595						6
68	Central Arizona Shelter Services	9,994	9,693	10,220		14,000	24,874	24,874	8
69	Valley Life						189,000		1
70	City of Glendale Code And Compliance								
71	City of Glendale Economic Development			76,663	75,000	90,000	75,000	75,000	4
72	City of Glendale Field Operations					70,263	250,000	150,000	
73	City of Glendale Field Operations				314,272		490,000	200,000	2
74	City of Glendale Field Operations								1
75	City of Glendale Field Operations								
76	City of Glendale Field Operations								
77	City of Glendale Field Operations								
78	City of Glendale Field Operations								
79	City of Glendale Field Operations								
80	City of Glendale Field Operations								
81	City of Glendale Field Operations								
82	City of Glendale Field Operations								
83	City of Glendale Field Operations								
84	City of Glendale Field Operations								
85	Partnerships	150,000	99,832	153,306			200,000	136,342	8
	Physical Improvements/East Catlin Court								
	Oneil Park Restoration								
86	CANCELLED								
87	Glendale Family Development					56,500	200,000		1
88	St. Mary's Food Bank Alliance			14,835					8
89	TOTALS	\$ 909,442	\$ 916,399	\$ 1,090,023	\$ 1,422,293	\$ 1,485,647	\$ 1,655,214	\$ 812,566	

GLENDALE NON-PROFIT PARTNERS 5-YEAR FUNDING AND RECOMMENDATIONS

	B	C	D	E	F	G	H	I	J	K
	AGENCY	ACTIVITY NAME	AWARDED FY2007-2008	AWARDED FY2008-2009	AWARDED FY2009-2010	AWARDED FY2010-2011	AWARDED FY2011-2012	REQUESTED FY2012-2013	CDAC Recommendations FY2012-2013	Prior Years Funded
80										
91										
93		Emergency Solutions Grants Program (HESG)								
		Funded Activities								
95		HOMELESS PREVENTION, RAPID RE-HOUSING AND HMIS ACTIVITIES (Limited to 60% of Total ESG Funding)								
96	City of Glendale	CAP	20,215	28,000					56,602	5
98	Quality of Life Community Services	Homeless Prevention (withdrawn)								
99	SHELTER OPERATIONAL & OUTREACH COSTS FOR HOMELESS SERVICE ACTIVITIES									
100	A New Leaf-Faith House Emergency Shelter	Domestic Violence Shelter	18,346	25,000	25,031	48,101	33,166	55,000	32,642	7
101	Central AZ Shelter Services	Single Adult Emergency Shelter (Person Victim Services)	12,129	10,000	20,025	25,000	51,638	40,000	32,642	7
102	Chrysalis	Victim Services		8,113						0
103	Homeward Bound	Utilities Assistance for the Thunderbirds	17,183	15,000	10,012	20,000	19,881	26,316	20,316	7
104	UMOM New Day Centers, Inc.	Emergency Shelter for Families - Glendale					9,941	18,896	18,896	5
105	West Valley Child Crisis Center	Shelter Operations for Emergency Shelter	25,269	15,101	30,036					
106	YWCA	Meal on Wheels Program					48,500			
107	TOTALS		\$ 93,142	\$ 93,101	\$ 93,217	\$ 93,101	\$ 163,126	\$ 140,212	\$ 161,098	
108										
109										
111		HOME Investment Partnerships Program (HOME)								
113										
114		HOME FUNDED AFFORDABLE HOUSING ACTIVITIES								
116	Community Services of Arizona	Acquisitions and Rehabilitations Program		197,294	103,314					7
117	Habitat for Humanity of Central AZ	Land Acquisition/Site Improvements	-	349,376	269,334	129,072	255,000	425,000	229,390	7
118	Newtown CDC Homeownership	Affordable Housing			177,761	129,071		250,000	101,756	1
	Arizona Bridge to Independent Living (ABIL) / Gorman Group-CANCELLED	Nonwood Village/Acquisition & Rehab of 115 units of Multi-Family Housing in the Centerline Area					41,701	608,378		
118										
120	TOTALS		\$ -	\$ 546,670	\$ 550,409	\$ 568,143	\$ 255,000	\$ 1,283,378	\$ 331,146	

RESOLUTION NO. 4564 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OF AN EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM AMENDMENT TO THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2011-12 TO REALLOCATE \$54,953 FOR HOMELESS PREVENTION AND RAPID RE-HOUSING ASSISTANCE TO GLENDALE RESIDENTS.

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 Emergency Solutions Grants (ESG) Program Amendment to the Annual Action Plan for Fiscal Year 2011-12 be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or his designee is hereby authorized and directed to submit said Amendment to the U.S. Department of Housing and Urban Development (HUD), and execute any and all necessary documents on behalf of the City of Glendale.

SECTION 3. That the City Manager or his designee is hereby authorized and directed to execute all agreements and documents effectuating the reallocation of \$54,953 for homeless prevention and the rapid re-housing assistance to Glendale residents. These funds will assist the City of Glendale in homeless prevention, and is hereby approved by Council as long as the action is consistent with the approved Amendment to the Annual Action Plan for Fiscal Year 2011-12.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2012.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

04/24/2012

TO: Honorable Mayor and City Council
FROM: Ed Beasley, City Manager
PRESENTED BY: Jim Colson, Deputy City Manager

**SUBJECT: EMERGENCY SOLUTIONS GRANTS PROGRAM
SUBSTANTIAL AMENDMENT TO THE FY 2011-12
ANNUAL ACTION PLAN (RESOLUTION) (PUBLIC
HEARING REQUIRED)**

Purpose

This is a request for City Council to conduct a public hearing and adopt a resolution authorizing submission of an Emergency Solutions Grants (ESG) Substantial Amendment of the FY 2011-12 Community Development Block Grant (CDBG) Annual Action Plan, to the U.S. Department of Housing and Urban Development (HUD).

Background

In January 2012, HUD replaced the Emergency *Shelter* Grants program with the Emergency *Solutions* Grants program. The focus of the new ESG program has shifted from an emphasis on homeless shelter operations to rapid re-housing of recently homeless individuals and families. This change is based on the success of the American Recovery and Reinvestment Act funded Homelessness Prevention and Rapid Re-Housing Program (HPRP). The new rules became effective January 4, 2012.

HUD has made an additional \$54,953 in ESG funds available to the city. In order to access the funds, we are required to amend our existing FY 2011-12 CDBG Annual Action Plan. This process will provide the public the opportunity to comment on the proposed use of the additional ESG funds.

Previously, the Community Action Program (CAP) office provided case management and housing assistance to over 413 Glendale citizens under HPRP. Based on their success, the Community Development Advisory Committee (CDAC) is recommending that we again partner with the CAP office to provide comprehensive homeless prevention and rapid re-housing assistance to Glendale citizens under the ESG program.

Previous Council/Staff Actions

The Council reviewed and approved the process by which the CDAC determines the city's community needs and prioritizes its recommendations, through the adoption of Glendale's Five-Year Consolidated Plan for Fiscal Years 2010 through 2014 at the Council meeting on April 27, 2010.

Community Benefit

These funds target homelessness by providing prevention and rapid re-housing of Glendale citizens. In the current economic environment, these services are greatly needed.

Public Input

CDAC discussed the ESG program at their January 19, 2012 funding recommendation public meeting. A formal public hearing was held during their March 15, 2012 meeting. No public comments were received, and after the hearing, CDAC voted to recommend that the Community Revitalization Division partner with the CAP office to provide ESG services.

Budget Impacts & Costs

The ESG program is federally funded and requires a 100% match of direct delivery program funds. The match requirement will be met through the use of Arizona Department of Economic Security salary funds used by CAP to manage the program.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X					\$54,953

Account Name, Fund, Account and Line Item Number:

Emergency Solutions Grants Program, Account No. 1830-31900-518200, \$54,953

Recommendation

Conduct a public hearing, waive reading beyond the title, and adopt a resolution authorizing submission of an Emergency Solutions Grants Substantial Amendment of the FY 2011-12 Community Development Block Grant Annual Action Plan, to the U.S. Department of Housing and Urban Development.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 04/24/2012

TO: Ed Beasley, City Manager

FROM: Jim Colson, Deputy City Manager

SUBJECT: EMERGENCY SOLUTIONS GRANTS PROGRAM SUBSTANTIAL
AMENDMENT TO THE FY 2011-12 ANNUAL ACTION PLAN
(RESOLUTION) (PUBLIC HEARING REQUIRED)

1. Resolution
2. Emergency Solutions Grants Substantial Amendment to the FY 2011-12 Annual Action Plan



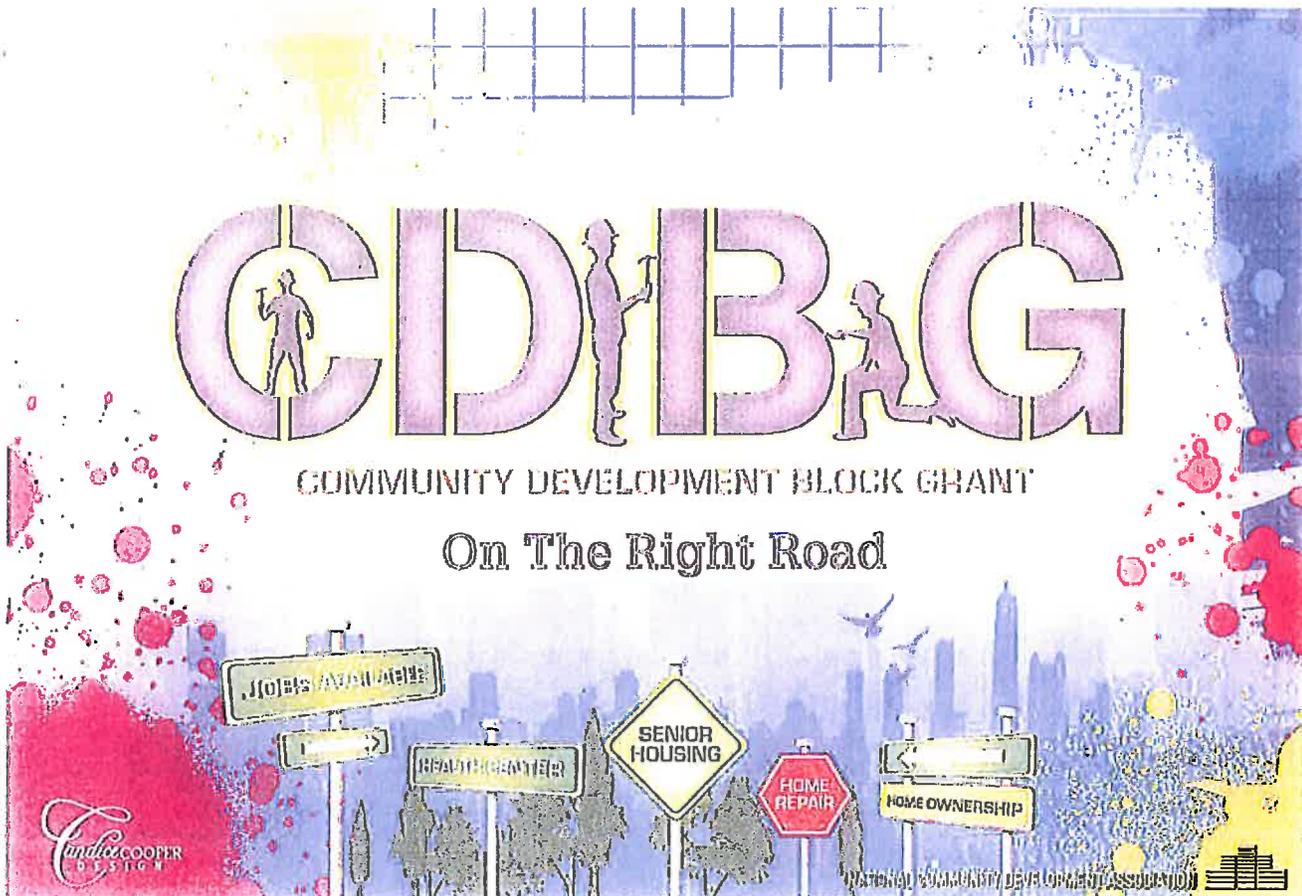
D-R-A-F-T

City of Glendale, Arizona
Emergency Solutions Grants
Substantial Amendment to
FY 2011-2012 Annual Action Plan



COMMUNITY DEVELOPMENT BLOCK GRANT

On The Right Road



Cynthia COOPER
DESIGN

NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION



D - R - A - F - T

CITY OF GLENDALE

EMERGENCY SOLUTIONS GRANTS

SUBSTANTIAL AMENDMENT TO

FY 2011-2012 ANNUAL ACTION PLAN

PROGRAM YEAR 2

Prepared by:
City of Glendale, Arizona
Community Revitalization Division
City Hall
5850 West Glendale Avenue, Suite 107
Glendale, Arizona 85301

Phone (623) 930-3670
FAX (623) 435-9594
TDD (623) 930-2197
AZ Relay Service Number 711

Submitted to:
U.S. Department of Housing and Urban Development

**City of Glendale Community Revitalization Division
Substantial Amendment to the FY 2011 Annual Action Plan for
Emergency Solutions Grant Funds**

This substantial amendment is prepared and submitted in accordance with the city of Glendale's citizen participation plan and the requirements of 24 CFR Part 91, as amended by the Interim Rule.

Grantee Name	City of Glendale
Name of Entity or Department Administering Funds	Community Revitalization Division
Contact Person	Mr. Gilbert Lopez
Title	Administrator
Address Line 1	5850 W. Glendale Ave.
Address Line 2	Suite 107
City, State, Zip Code	Glendale, AZ 85301
Telephone	(623) 930-3170
Fax	(623) 435-8594
Email Address	GLopez@Glendaleaz.com
Authorized Official (if different from Contact Person)	Horatio Skeete
Title	Assistant City Manager
Address Line 1	5850 W. Glendale Ave.
Address Line 2	Suite 401
City, State, Zip code	Glendale, AZ 85301
Telephone	(623) 930-2870
Fax	(623) 847-1399
Email Address	HSkeete@Glendaleaz.com

B. Required Contents of Substantial Amendments FY 2011

1. Standard Form 424 (SF-424)

Refer to Appendix A

2. Summary of Consultation Process

The city of Glendale consulted with the Continuum of Care (CoC) to discuss the best method to allocate funding to non-profit agencies. Since the city of Glendale has met the 60% threshold for emergency shelter activities and street outreach, the City will only focus on homelessness prevention and rapid re-housing activities. Based upon their capacity and prior experience with Homeless Prevention and Rapid Re-housing Program (HPRP), the City and CoC agreed that the City of Glendale's Community Action Program (CAP) Office would provide the required experience and expertise to expedite initial program set-up and should receive the additional ESG funding.

3. Summary of Citizen Participation Process

The city of Glendale has taken several steps to ensure citizen participation has occurred. The information and public comments received will be reflected in this substantial amendment and the FY2012 Action Plan for 2012 ESG funds. Comments and information is collected from the meetings held monthly that is comprised of homeless/transitionally housed/ at risk of homelessness persons that have concerns with homeless programs and services. From this group, we are able to better identify their needs to assist them out of homelessness or prevent homelessness. The city of Glendale has published a public notice in the Glendale Star on March 1 & 8, 2012 to open a 30 day public comment period. Additionally, copies of this proposed substantial amendment to the 2011 Consolidated Plan and a request for public comment were posted on the city of Glendale website on March 24, 2012.

The following schedule is the Public Process Timeline and outlines the meeting and dates that provide the public the opportunity to view and comment on our commitment to address these critical issues related to the Emergency Solutions Grant – Substantial Amendment to the FY11-12 Action Plan.

4. Match Requirements

100% match will be made through use of State Department of Economic Security (DES) funds to manage the program.

Activity	Amount	Match Source
ESG Administration	\$4,121	N/A
HMIS	\$4,121	N/A
Rapid Re-housing	\$23,355	DES Staff salaries
Prevention	\$23,356	DES Staff salaries
TOTAL	\$54,953	

5. Proposed Activities and Overall Budget

a. Proposed Activities

Priorities for special needs populations and the homeless priorities were established through the Continuum of Care process and in collaboration with the city of Glendale. All priorities are reviewed and discussed at city workshops, public forums, and public hearings held throughout the year.

Priority Needs for Homelessness

- Maintenance of existing services for the homeless
- Homelessness prevention
- Transitional housing
- Supportive services
- Permanent supportive housing

- **Employment and transportation**

Please see "Table 3C" for a concise description of the activity, including the number and types of persons to be served, corresponding standard objective and outcome categories, start date and completion date, and ESG and other funding amounts. As funds for the second FY 2011 allocation are open to rapid re-housing and homelessness prevention only, rapid re-housing and homelessness prevention will be provided to fulfill the priority needs for homelessness. Allowable activities for each activity under financial assistance may include moving costs, rent application fees, security deposit, last month's rent, utility deposit and utility payments. Eligible services include housing search/placement, housing stability case management, mediation and legal services, budgeting and money management.

b. Discussion of Funding Priorities

The city of Glendale has chosen to fund HMIS, homelessness prevention, rapid re-housing and administration costs in the second allocation for FY 2011. This determination was based on the limited amount of funding available as well as the federal government strongly encouraging grantees to emphasize the rapid re-housing component to end chronic homelessness. HMIS improvements will need to be made and the cost to maintain HMIS reporting will be a necessary cost to the ESG program. Accurate HMIS data will enable us to gain a more informed understanding of the problems of homelessness in our communities and this data is essential to measuring components for successful outcomes.

The lack of jobs and job opportunity to maintain economic stability is especially difficult for those without a home or on the brink of losing their home. Obstacles within non-profit agency programs such as time availability of certain programs, limited funding as well as a need for greater collaboration with workforce agencies are prevalent in our community. The city of Glendale is working with the community, non-profit and governmental agencies to better consolidate services, improve programs and expand workforce opportunities.

c. Detailed Budget

Refer to Appendix B for the detailed budget.

6. Written Standards for Provision of ESG Assistance

a. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under ESG

Per 24 CFR 576.401, the city of Glendale's CAP Office must conduct an initial evaluation to determine the eligibility of each individual or family for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under §576.400(d) and the written standards established under §576.400(e).

Therefore, the city of Glendale CAP Office, will evaluate the program participant's eligibility and type of assistance during the intake application for households receiving Homeless Prevention and Rapid Re-housing assistance. When determining the annual income of an individual or family, the city of Glendale CAP Office will use the HUD standard for calculating annual income, not to exceed 30% of median family income for the area. Documentation will be maintained by the Glendale CAP Office to show the participant lacks sufficient resources and support networks to retain housing without ESG assistance.

Under Rapid Re-housing, any changes in program participant's income or household composition that affects the need for assistance the Glendale CAP Office will re-evaluate the participant's eligibility; amount and type of assistance according to the program participants needs.

Glendale CAP Office will assist each program participant, as needed, to obtain appropriate supportive services. These include assistance in obtaining permanent housing, medical and mental health treatment, counseling, and other services essential for achieving independent living, housing stability case management. Other Federal, State, local and private assistance available to assist the program participant in obtaining housing stability includes, but not limited to:

- o CAP-Low Income Home Energy Assistance Program (LIHEAP)
- o State Unemployment Insurance Program
- o Social Security Disability Insurance & Supplemental Security Income
- o Arizona Health Care Cost Containment System (AHCCCS)
- o Supplemental Nutrition Assistance Program (SNAP)
- o Women, Infants and Children Program (WIC)
- o Child and Adult Care Food Programs (Supplement USDA & Emergency Food)
- o Any other assistance available for which they may qualify

b. Policies and procedures for coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers

The Glendale CAP Office is a leading agency in facilitating and coordinating partnerships with agencies that serve low-income residents. Various area partnerships have been developed through our participation in the Agency Collaboration Group. Glendale CAP Office's partnership efforts have continuously assisted clients in need of social services. In addition, faith-based groups, such as the Salvation Army, St. Vincent De Paul, Vineyard Church and Community Church of Joy, are important partners with the Glendale CAP Office, as they also provide emergency assistance.

The Glendale CAP Office staff as well as some of the neighborhood members, mentioned above, actively participates in the Arizona Community Action Association (ACAA). Through this association, the Glendale CAP Office staff works closely with many other social service

agencies to collaborate on projects; share information and resources; and to develop strategies to address poverty issues.

The Glendale CAP Office will continue to maintain coordination efforts with other social service agencies such as Glendale Public Housing/Section 8; Maricopa County Housing; Central Arizona Shelter Services; Community Information and Referral (CONTACTS) for the homeless; Maricopa Association of Governments (MAG) Continuum of Care (CoC) network,

c. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance.

The city of Glendale understands that the key to the success of any program is a screening and assessment process, which thoroughly explores the families or individual's situation and pinpoints their unique housing and service needs. The Glendale CAP Office has provided various types of emergency assistance to qualified persons for the past 30 years, these services include:

- o Eviction Prevention Rent Assistance
- o First Month's Move-In Rent assistance
- o Move-In Rental Deposit Assistance
- o Utility Payment Assistance
- o Utility Deposit Assistance
- o Prevention of Mortgage Foreclosure
- o Homeless Prevention and Rapid Re-housing (2009 through 2011)

Glendale CAP Office case workers are responsible for screening and assessing the low-income housing and family needs. Based upon the assessment, families and individuals are referred to housing and services most appropriate to their situations. Under the Homeless Prevention Assistance and Rapid Re-housing, funds will be available to persons below 30% of Area Median Income (AMI), and are homeless or at risk of becoming homeless. These funds can be used to prevent an individual or family from becoming homeless and/or regain stability in current housing or other permanent housing. Rapid re-housing funding will be available to those who are literally homeless to ultimately move into permanent housing and achieve housing stability.

d. Standards for determining the share of rent and utilities costs that each program participant must pay, if any, while receiving homelessness prevention or rapid re-housing assistance.

Standards for both homelessness prevention and rapid re-housing for determining the share of rent and utilities costs that each program participant must pay, if any, will be based on the following:

- o Current Fair Market Rent (FMR) limits;
- o Rent reasonableness while taking into account the neighborhood; and
- o Minimum habitability standards.

No rental assistance will be made if a client is receiving rental assistance from another public source for the same time period. A current lease agreement between property manager/owner and tenant (program participant) that indicates term of lease; monthly rent; parties to lease; all residents listed on lease and signed by both parties will be required prior to receiving assistance. Payments for rental assistance will only be made to a property manager/owner with whom the program participant has entered into a rental agreement.

- e. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time.**

Subject to the general conditions under §576.103 and §576.104, a program participant may be provided with up to 24 months of rental assistance during any 3-year period.

The city of Glendale CAP Office has made the following determinations for rental assistance:

(1) Homeless Prevention Rental Assistance is immediate one-time rent assistance for families or individuals that do not exceed the 30% median income guidelines and who are experiencing a crisis. Based on program time-frames, high client demands and limited funding availability, the one-time assistance is enforced.

(2) Rapid Re-Housing Assistance is short-term, up to 2 months, rental assistance provided includes move-in month. This program is for families or individuals that do not exceed 30% median income guidelines and who are experiencing a crisis. Based on program time-frames, high client demands and limited funding availability, one-time assistance is enforced.

- f. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participants receives assistance; or the maximum number of times the program participants may receive assistance.**

Please refer to items (d) and (e) above.

7. Making Sub-awards

The City of Glendale will develop a Memorandum of Understanding (MOU) with the Glendale CAP Office to expend monies for the additional funding for the ESG.

8. Homeless Participation Requirement

The City of Glendale plans to utilize regional efforts in conjunction with the State of Arizona and the Maricopa Association of Governments (MAG) committee on homelessness, part of the Continuum of Care (CoC), to ensure homeless participation in our processes. This type of regional collaborative effort has proven successful as demonstrated by the Annual Homeless

Count. The purpose of this plan is to gather the most current and accurate information available in an effort to design and implement necessary housing and social service assistance to bring homeless persons back into our workforce, schools, faith-based institutions, and other community institutions as well as provide the means for them to become stable, productive contributors to our communities.

The City will also be participating with the MAG CoC committee on homelessness and the Glendale CAP Office in the development of a homeless survey to ensure homeless participation. The survey will be conducted on the streets and through our non-profits partners to help meet requirements for planning, developing strategies for specific needs of homeless families and individuals that will focus on:

- o Understanding the nature and extent of the current trends in homelessness in the City of Glendale;
- o Responding to the unmet needs and gaps in services for homeless individuals and families in the City of Glendale; and
- o Developing local community and countywide strategies to meet the goal of ending homelessness over the coming years

The City's challenge is to continue developing and implementing a well-coordinated, outcome driven social service system designed to directly meet the needs of our local homeless population.

9. Performance Standards

The city of Glendale has consulted and will continue to consult with CoC regarding the performance standards for activities funded under ESG to discuss the best method to capture data utilizing the Human Management Information System (HMIS).

Some general performance standards that will be used are: the unduplicated number of persons or household prevented from becoming homeless; the unduplicated number of persons or households assisted from emergency shelters into permanent housing; and the timely distribution of funds. As the program progresses additional performance standards will be developed based on the needs of the community and regulatory guidance.

The performance standards will be reported quarterly in electronic special needs assistance programs (e-snaps) reporting and the Consolidated Annual Evaluation Report (CAPER). All outcomes will be reviewed and measured for effectiveness.

These performance standards will be used to evaluate the effectiveness of the Glendale CAP Office use of ESG funds.

10. Certifications

Refer to Appendix B for signed certifications.

C. Written standards required for recipients who are eligible and decide to use part of the second allocation of FY 2011 funds for emergency shelter and street outreach activities.

Not Applicable. The city of Glendale, AZ will not be using any part of the second allocation of FY 2011 funds for emergency shelter and street outreach activities.

D. Requirements for recipients who plan to use the risk factor under paragraph (1)(iii)(G) of the "at risk of homelessness" definition.

The City of Glendale is open to serve persons "at risk of homelessness". Based on the risk factor "otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness" the specific characteristics associated with instability and increased risk of homelessness can be defined as, but not necessarily limited to the following:

1. Victim of domestic violence;
2. Diagnosed and undiagnosed physically and/or mentally challenged persons;
3. Individuals and/or families doubling up in housing;
4. Individuals and/or families relocating from one state to another state in search of employment with no guarantees of employment.

E. Requirements for Optional Changes to the FY 2011 Annual Action Plan

1. Centralized or Coordinated Assessment System

Human Management Information System (HMIS) collects information from initial client consultation to the completion of the process within the program. However at this time there is not a centralized or coordinated assessment system. The Maricopa CoC is currently working on developing a centralized assessment system.

2. Monitoring

The Single Audit Act Amendments of 1996, and Office of Management and Budget (OMB) Circular A-133 require pass-through agencies to monitor activities to ensure that federal monies are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts, or grant agreements; that proposed accomplishments are achieved; and that audit requirements are met.

The monitoring plan will include:

- o Assessing administrative controls during the grant process;
- o Review of federal requirements during the contract signing;
- o Technical assistance provided through telephone calls, office visits, and written correspondence; and
- o Formal monitoring visits and appropriate follow up visits.

The Community Revitalization Division will provide recommendations in order to rectify problem areas, to insure compliance, and to provide ease of clarification in future monitoring or auditing visits.

Appendix B - FY 2011 Detailed Budget Table

FY 2011 Detailed Budget Table					
First Allocation	\$97,694.00	FY 2011			
Second Allocation	\$54,953.00	Emergency Shelter Grants/Emergency Solutions Grant			
Grant Amount	\$152,647.00	Program Allocations			
Total Administration	\$9,006.00				
		First Allocation		Second Allocation	Total Fiscal Year 2011
	Eligible Activities	Activity Amount	Reprogrammed Amount	Activity Amount	Activity Amount
Emergency Shelter Grants Program	Homeless Assistance	\$92,809.00	\$0.00		\$92,809.00
	<i>Rehab/Conversion</i>				\$0.00
	<i>Operations</i>				\$0.00
	<i>Essential Services</i>				\$0.00
	Homelessness Prevention				\$0.00
	Administration	\$4,885.00			
	Emergency Shelter Grants Subtotal	\$97,694.00	\$0.00		\$97,694.00
Emergency Solutions Grants Program	Emergency Shelter**			\$0.00	\$0.00
	<i>Renovation**</i>			\$0.00	\$0.00
	<i>Operation**</i>			\$0.00	\$0.00
	<i>Essential Service**</i>			\$0.00	\$0.00
	<i>URA Assistance**</i>			\$0.00	\$0.00
	Street Outreach - Essential Services**			\$0.00	\$0.00
	HMIS			\$4,121.00	\$4,121.00
	Rapid Re-housing		\$0.00	\$23,355.00	\$23,355.00
	<i>Housing Relocation and Stabilization Services</i>				\$0.00
	<i>Tenant-Based Rental Assistance</i>				\$0.00
	<i>Project-Based Rental Assistance</i>				\$0.00
	Homelessness Prevention		\$0.00	\$23,356.00	\$23,356.00
	<i>Housing Relocation and Stabilization Services</i>				\$0.00
	<i>Tenant-Based Rental Assistance</i>				\$0.00
	<i>Project-Based Rental Assistance</i>				\$0.00
	Administration			\$4,121.00	\$4,121.00
Emergency Solutions Grants Subtotal			\$0.00	\$54,953.00	\$54,953.00
			Total Grant Amount:		\$152,647.00

**Allowable only if the amount obligated for homeless assistance activities using funds from the first allocation is less than the expenditure limit for emergency shelter and street outreach activities (see Section III.B. of this Notice).

Appendix C – Table 1C - Objectives and Outcomes

**Table 1C
2011-12 ESG
Summary of Specific Housing/Community Development Objectives**

Specific Outcomes and Objectives	Performance Indicators	Expected Number	Activity Description
DH-2 Affordability and Provide Decent Housing	Homelessness Prevention and Rapid Re-Housing	30	<ul style="list-style-type: none"> o Homeless Prevention-Rental assistance o Rapid Re-Housing Rental assistance and utility assistance

***Outcome/Objective Codes**

	<i>Availability/Accessibility</i>	<i>Affordability</i>	<i>Sustainability</i>
Decent Housing	DH-1	DH-2	DH-3
Sustainable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

Appendix D – Tables 3c

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Glendale

Priority Need
 Planning and Administration

Project Title
 ESG Administration

Description
 The will be utilized to cover expenditures relating to the planning and administration of the ESG program. This includes the preparation of the ESG amendment, AAP, CAPER, and general administrative staff costs to operate the program.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area
 Citywide

Street Address: Citywide
City, State, Zipcode:

Objective Number	Project ID	Funding Sources:	.....
HUD Matrix Code	CDBG Citation	CDBG	.....
21A General Program	570.206	ESG	4,121
Administration		HOME	.....
Type of Recipient	CDBG National Objective	HOPWA	.....
Start Date (mm/dd/yyyy)	Completion Date (mm/dd/yyyy)	Total Formula	.....
07/01/2012	06/30/2013	Prior Year Funds	.....
Performance Indicator	Annual Units	Assisted Housing	.....
Local ID	Units Upon Completion	PHA	.....
		Other Funding	.....
		Total	4,121

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name City of Glendale – Glendale Community Action Program (CAP)

Priority Need

Homeless

Project Title

Homeless Prevention – Rent and Utility Assistance

Description

The Homeless Prevention Program will provide rental, mortgage and utility assistance to eligible persons or families that are in danger of becoming homeless.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Citywide

Street Address: Citywide

City, State, Zipcode:

Objective Number	Project ID
HUD Matrix Code	CDBG Citation
Type of Recipient	CDBG National Objective
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 06/30/2013
Performance Indicator Households	Annual Units 20
Local ID	Units Upon Completion

Funding Sources:

CDBG	.....
ESG	23,356
HOME	.....
HOPWA	.....
Total Formula	.....
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding-Match	23,356
Total	46,712

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name City of Glendale – Glendale Community Action Program (CAP)

Priority Need
Homeless

Project Title
Rapid Re-Housing –Rental Assistance

Description
The Homeless Rapid Re-Housing Assistance will provide rental, rental deposits, and utility assistance to eligible persons or families that are homeless moving in to rapid re-housing.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area
Citywide

Street Address: Citywide
City, State, Zipcode:

Objective Number	Project ID
HUD Matrix Code	CDBG Citation
Type of Recipient	CDBG National Objective
Start Date (mm/dd/yyyy) 07/01/2012	Completion Date (mm/dd/yyyy) 06/30/2013
Performance Indicator Households	Annual Units 10
Local ID	Units Upon Completion

Funding Sources:

CDBG	.....
ESG	23,355
HOME	.....
HOPWA	.....
Total Formula	.....
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding-Match	23,355
Total	46,710

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name City of Glendale

Priority Need
Homeless

Project Title
HMIS

Description
The Homeless Management Information System (HMIS) will pay the costs for collecting and contributing data to the Maricopa Continuum of Care HMIS as required by HUD.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area
Citywide

Street Address: Citywide
City, State, Zipcode:

Objective Number	Project ID	Funding Sources: CDBG ESG 4,121 HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total 4,121
HUD Matrix Code	CDBG Citation	
31D Admin Project Sponsor		
Type of Recipient	CDBG National Objective	
Start Date (mm/dd/yyyy)	Completion Date (mm/dd/yyyy)	
07/01/2012	06/30/2013	
Performance Indicator	Annual Units	
	30	
Local ID	Units Upon Completion	

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Appendix E – Certifications

To be included in final Substantial Amendment



City of Glendale
Community Revitalization Division
5850 W. Glendale Avenue, Suite 107
Glendale, AZ 85301

www.glendaleaz.com/communitypartnerships/communityrevitalization.cfm.



Phone (623) 930-3670
Fax (623) 435-8594
TDD (623) 930-2197
AZ Relay Service Number 711



RESOLUTION NO. 4565 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF THE FIRST AMENDMENT TO OLIVE MARKETPLACE — 51ST AVENUE AND OLIVE SETTLEMENT AGREEMENT WITH OLIVE MARKETPLACE, LLC, AS THE ASSIGNEE OF HAYSCALE, L.L.C.; AND DIRECTING THAT THE DOCUMENT BE RECORDED.

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 First Amendment to Olive Marketplace — 51st Avenue and Olive Settlement Agreement be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager and the City Clerk are hereby authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

SECTION 3. That the City Clerk is hereby directed to forward the amendment for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2012.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

04/24/2012

TO: Honorable Mayor and City Council
FROM: Ed Beasley, City Manager
PRESENTED BY: Jon M. Froke, AICP, Planning Director

SUBJECT: **OLIVE MARKETPLACE SETTLEMENT AGREEMENT
FIRST AMENDMENT**

Purpose

This is a request for City Council to adopt a resolution authorizing and directing the City Manager to enter into the First Amendment to the Olive Marketplace Settlement Agreement with Olive Marketplace, L.L.C., as the assignee of Hayscale, L.L.C.

Background

Olive Marketplace is a commercial shopping center located at 5125 West Olive Avenue. Phase I development consisted of a Walmart Neighborhood Market and CVS Pharmacy.

Frontera Development, the master developer for Olive Marketplace, is in the early planning stages of Phase II. The proposed development for Phase II would include a new freestanding building with retail shops, and a Circle K convenience store and gas station on Olive Avenue.

In accordance with the Settlement Agreement, substantial off-site street improvements, utility undergrounding, perimeter landscaping, and the removal of non-conforming billboards have been completed in preparation of developing this site for commercial purposes.

A provision in the 2004 Settlement Agreement did not allow convenience store uses and gasoline sales. Frontera Development and the City of Glendale acknowledge that amendments to the Development Plan may be necessary from time to time to reflect changes in market conditions. All parties have agreed to enter into this amendment to allow the development of the property to include gasoline sales and convenience stores, subject to Design Review approval and Conditional Use Permit approval.

Previous Council/Staff Actions

On May 25, 2004, Council approved the Settlement Agreement with Hayscale, L.L.C.

Community Benefit

The approval of the First Amendment to the Olive Marketplace Settlement Agreement will allow the construction of future phases of development at Olive Marketplace, subject to Design Review approval and Conditional Use Permit approval.

Recommendation

Waive reading beyond the title and adopt a resolution authorizing and directing the City Manager to enter into the First Amendment to the Olive Marketplace Settlement Agreement with Olive Marketplace, L.L.C., as the assignee of Hayscale, L.L.C.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 04/24/2012

TO: Ed Beasley, City Manager

FROM: Jon M. Froke, AICP, Planning Director

SUBJECT: OLIVE MARKETPLACE SETTLEMENT AGREEMENT FIRST
AMENDMENT

1. Resolution
2. First Amendment

When Recorded, Return To:

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

C-_____

**FIRST AMENDMENT TO
OLIVE MARKETPLACE – 51ST AVENUE AND OLIVE SETTLEMENT AGREEMENT**

**Modifies Previously Recorded Document
Recording Date and Number: 06/03/2004; 20040629831**

This First Amendment to Olive Marketplace - 51st Avenue and Olive Settlement Agreement (“Amendment”) between the City of Glendale, an Arizona municipal corporation (“Glendale”) and Olive Marketplace, LLC, an Arizona limited liability company (“Olive”), as the assignee of Hayscale, L.L.C., an Arizona limited liability company (“Hayscale”) is entered and effective as of the ___ day of _____, 2012.

RECITALS

- A. Glendale and Hayscale entered into a Settlement Agreement under City of Glendale Contract No. C-5077 in June 2004 (“Settlement Agreement”), attached hereto as **Exhibit 1**, to settle a lawsuit related to approximately 34.17 acres of real property located at the southwest corner of 51st Avenue and Olive Avenue (“Property”); and
- B. The Settlement Agreement is effective for 10 years; and
- C. The Settlement Agreement was approved and recorded according to A.R.S. § 9-500.05 as a development agreement; and
- D. As part of the Settlement Agreement, Hayscale and its successors and assigns were authorized to implement the Development Plan for the Property, which was set forth in Exhibit B to the Settlement Agreement, subject to obtaining necessary permits and approvals; and
- E. Hayscale and Glendale further agreed that the development of the Property would not include an automobile service/gasoline station and that all drive-thru facilities would require Conditional Use Permit Approval pursuant to the Glendale Zoning Ordinance Community Shopping Center District regulations; and
- F. Effective January 29, 2010, Hayscale assigned to Olive and Olive acquired from Hayscale all of Hayscale’s right, title, and interest in the Settlement Agreement pursuant to an Assignment and Assumption of Permits and Contracts, attached hereto as **Exhibit 2**; and
- G. Glendale and Olive now desire to enter into this Amendment to the Settlement Agreement to allow gasoline sales and convenience store uses on the Property.

AGREEMENT

Now, therefore, it is agreed that the Settlement Agreement under Glendale Contract No. C-5077 is amended as follows:

1. **Affirmation.** All of the Settlement Agreement's terms, conditions, rights and obligations are hereby affirmed and remain unchanged, except as specifically stated in this Amendment.
2. **Amendment.** Section 3.1(ii) of the Settlement Agreement is amended as follows (**ADDITIONS INDICATED IN ALL CAPS; deletions indicated as strikethroughs**):

(ii) Development Rights. For the term of this Agreement, the Developer and its successors and assigns shall be authorized to implement the uses, densities and intensities set forth in the **REVISED** Development Plan (**REVISED** Exhibit "B", **ATTACHED HERETO AS EXHIBIT 3**), and will be accorded all approvals necessary to permit the Developer and its successors and assigns to implement the Development Plan, subject to the Developer obtaining all necessary approvals, proceeding through Glendale's Conditional Use Permit approval process for any single retailer in excess of 75,000 square feet gross floor area, and obtaining a Conditional Use Permit in accordance with Glendale Zoning Ordinance Section 3.900 et seq. In addition to the Glendale Zoning Ordinance Section 3.900 standards, review of the Conditional Use Permit may include operational and traffic issues, landscape design, building design/elevations, and related aesthetic standards. Glendale reserves the right to deny any single retailer in excess of 150,000 square feet gross floor area at its sole and absolute discretion at the time of submittal to the Planning Department or any time thereafter. The Developer and Glendale acknowledge that amendments to the Development Plan may be necessary from time to time to reflect changes in market conditions, development financing and/or to meet the new requirements of one or more of the potential users or builders of any part of the Property. The Developer or its successors and assigns and Glendale shall cooperate in good faith to agree upon, and use reasonable efforts to process, any amendments to the Development Plan. The Developer and Glendale acknowledge and agree that the development of the property ~~shall not~~ **MAY** include **CONVENIENCE USES AS DEFINED IN GLENDALE ZONING ORDINANCE § 2.300, INCLUDING GASOLINE SALES AND CONVENIENCE STORES, an** ~~an automobile service/gasoline station~~ and that all **GASOLINE SALES, CONVENIENCE STORES, AND** drive-thru facilities shall also require Conditional Use **PERMIT** Approval per the Glendale Zoning Ordinance ~~Community Shopping Center District~~ regulations.

IN WITNESS WHEREOF, the parties enter into this Amendment effective as of the date stated above.

CITY OF GLENDALE,
an Arizona municipal corporation

Ed Beasley, City Manager

Date

ATTEST:

Pam Hanna, City Clerk

APPROVED AS TO FORM:

Craig Tindall, City Attorney

**OLIVE MARKETPLACE, LLC,
an Arizona limited liability company**

By: FD Olive, LLC
Its: Manager

3/26/12
Date

By: [Signature]
Its: MANAGER

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this _____ day of _____, 2012 by Ed Beasley, City Manager of the CITY OF GLENDALE, an Arizona municipal corporation, on behalf of the municipal corporation.

Notary Public

My Commission Expires:

STATE OF Arizona)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 26th day of March, 2012 by Jay R. Schneider of FD Olive LLC, the Manager of Olive Marketplace, LLC, an Arizona limited liability company, on behalf of the company.

[Signature]
Notary Public

My Commission Expires:

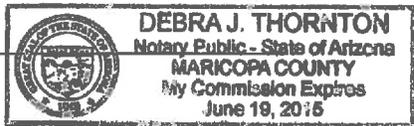


EXHIBIT 1

Olive Marketplace – 51st Avenue and Olive Settlement Agreement

**CITY CLERK
ORIGINAL**

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
ELECTRONIC RECORDING
20040629831,06/03/2004 15:37,
C5077-13-1-1-,N

When recorded, return to:
Jon M. Paladini
City Attorney
City of Glendale
5850 West Glendale Ave.
Glendale, Arizona 85301

C-5077
5125104

**OLIVE MARKETPLACE – 51st AVENUE AND OLIVE
SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (this “Agreement”) is entered into by and between Hayscale, L.L.C., an Arizona limited liability company (the “Developer”), and the City of Glendale, an Arizona municipal corporation (“Glendale”).

RECITALS

A. The Developer and Glendale desire that development on that certain real property located at the southwest corner of 51st Avenue and Olive Avenue in Glendale, consisting of approximately 34.17 acres, legally described in attached Exhibit “A” (the “Property”), be approved as a condition to the Developer’s dismissal with prejudice of its pending lawsuit regarding the Property.

B. The Developer owns the Property.

C. The Developer and Glendale desire that the Property be developed: (i) as an aesthetically pleasing, neighborhood-friendly shopping center with enhanced landscaping and building design/elevations; (ii) to bring economic development and sales tax generation to a now-vacant parcel; (iii) to meet the design criteria approval process for big box retail users for any single retailer in excess of 75,000 square feet gross floor area; and (iv) in general conformance to the site plan depicted in attached Exhibit “B” (the “Development Plan”).

D. The Developer and Glendale agree that as part of the initial construction of building improvements on the Property the Developer will install infrastructure improvements, as described in attached Exhibit “C” (the “Infrastructure Plan”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto state, confirm and agree as follows:

AGREEMENT

1. Dismissal of Lawsuit. Upon approval and execution of this Agreement pursuant to A.R.S. § 9-500.05 as a Development Agreement, the Developer agrees to dismiss with prejudice its pending lawsuit regarding the Property (*Hayscale et.al. v. City of Glendale et.al.* – Maricopa County Superior Court Case No. CV2000-021743).

2. Incorporation of Recitals and Exhibits.

The foregoing recitals and the following exhibits are herein incorporated into this Agreement as though fully restated.

3. Development of the Property.

3.1 Development Plan.

(i) Development Plan Approval. Concurrently with the approval and execution of this Agreement, and upon Glendale's review and consideration, Glendale hereby approves the Development Plan for the development of the Property and acknowledges that the Development Plan is in substantial conformance with the C-2/General Commercial zoning, and the site plan presented with the C-2/General Commercial zoning of the Property on September 14, 1999, and the site plan presented in the stipulation amendments for development of the Property on December 19, 2000. Thereafter, the development of the Property shall be in accordance with the Development Plan, as may be amended from time to time upon agreement of the Developer and Glendale.

(ii) Development Rights. For the term of this Agreement, the Developer and its successors and assigns shall be authorized to implement the uses, densities and intensities set forth in the Development Plan (**Exhibit "B"**), and will be accorded all approvals necessary to permit the Developer and its successors and assigns to implement the Development Plan, subject to the Developer obtaining all necessary approvals, proceeding through Glendale's Conditional Use Permit approval process for any single retailer in excess of 75,000 square feet gross floor area, and obtaining a Conditional Use Permit in accordance with Glendale Zoning Ordinance Section 3.900 et seq. In addition to the Glendale Zoning Ordinance Section 3.900 standards, review of the Conditional Use Permit may include operational and traffic issues, landscape design, building design/elevations, and related aesthetic standards. Glendale reserves the right to deny any single retailer in excess of 150,000 square feet gross floor area at its sole and absolute discretion. ~~The Developer and Glendale acknowledge that~~ amendments to the Development Plan may be necessary from time to time to reflect changes in market conditions, development financing and/or to meet the new requirements of one or more of the potential users or builders of any part of the Property. The Developer or its successors and assigns and Glendale shall cooperate in good faith to agree upon, and use reasonable efforts to process, any amendments to the Development Plan. The Developer and Glendale acknowledge and agree that the development of the property shall not include an automobile service/gasoline station and that all drive-thru facilities shall also require Conditional Use Approval per the Glendale Zoning Ordinance Community Shopping Center District regulations.



EM

at the time of submittal to the Planning Department or any time thereafter.

(iii) Development Plan Implementation. Glendale, having exercised its discretion in approving the Development Plan, agrees to approve or issue such permits, plans, specifications, and/or plats of or for the Property as may be requested by Owner or his successors and assigns in order to implement, and which are substantially consistent with, the Development Plan and the enhanced architecture shown on the Development Plan.

(iv) Phasing of On-Site Development. The Developer and Glendale agree that on-site development of the Property, in accordance with the Development Plan, may involve construction of different buildings on the Property at different times but that the development shall be considered a single phase for purposes of both the September 14, 1999 stipulations of approval for the C-2/General Commercial zoning of the Property and the December 19, 2000 stipulation amendments for development of the Property. Glendale shall issue certificates of occupancy to each building as its construction is completed provided that such construction is in conformance with Glendale's applicable development and building codes and shall not delay issuance of a certificate of occupancy for one building until completion of construction of any other building on the Property. Construction of any building improvements on the Property, such as construction of a building at the corner adjacent to the intersection of 51st Avenue and Olive Avenue, shall satisfy the zoning stipulation requirement that construction be commenced on the Property within two years of the zoning approval.

3.2 General Plan Conformance. The parties expressly acknowledge and agree that the development contemplated in the Development Plan is consistent with the portions of the Glendale General Plan applicable to the Property on the date hereof and that there are no features of the Development Plan, including, without limitation, the intensity of development and range of land uses proposed in the Development Plan, that cannot be accommodated within the scope of the General Plan.

3.3 Applicable Law. The ordinances, rules, definitions, regulations, permit requirements, development fees and official policies of Glendale applicable to and governing the development of the Property shall be those that are existing and in force for Glendale as of the date of the execution of this Agreement by all parties. Glendale shall not apply to the Property any legislative or administrative regulations adopted by Glendale or pursuant to an initiated measure after the date of this Agreement that would change, alter, impair, prevent, diminish, delay or otherwise impact the development or use of the Property, including any limitation on the conditioning, rate, timing, or sequencing of development of the Property whether affecting parcel or subdivision maps, building permits, occupancy permits or other entitlements to land use issued or granted by Glendale, as set forth in the Development Plan except as follows:

(i) Specifically agreed to in writing by the Developer or its successors and assigns;

(ii) Necessary to alleviate or otherwise contain a legitimate, bona fide harmful and noxious use of the Property, in which event any ordinance, rule, or regulation to be imposed in an effort to contain or alleviate such harmful and noxious use shall be the most minimal and the least intrusive alternative possible and may be imposed

only after public hearing and comment and shall not, in any event, be imposed arbitrarily;

- (iii) Required or mandated by state, federal or case law;
- (iv) Changes to the Glendale Building Code Ordinance and other similar construction and safety-related codes;
- (v) Adoption and enforcement of zoning ordinance provisions governing nonconforming property or uses.

Nothing shall be interpreted as relieving the Developer of any obligations that it may have with respect to laws and regulations enacted by the Federal government or the State of Arizona that apply to the Property. Nothing in this Agreement shall alter or diminish Glendale's authority to exercise its eminent domain powers.

4. Infrastructure Improvements. The Developer agrees to install as part of the initial construction of building improvements on the Property infrastructure improvements that are reasonably related to the burden on such infrastructure that development of the Property creates, as mutually agreed upon by the Developer and Glendale and described in the Infrastructure Plan.

5. Expedited Review. The Developer and Glendale agree that the Developer must be able to proceed rapidly with development of the Property. Accordingly, Glendale shall use reasonable efforts to conduct timely and good faith reviews, permitting, and inspection processes for the development.

6. Conflict of Interest. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511, but the parties hereto do not believe any such reasons for cancellation of this Agreement pursuant to said statute now exist.

7. Effective Date and Term. This Agreement shall be effective upon the occurrence of both of the following events: (i) execution by the parties hereto; and (ii) recordation in the Official Records of Maricopa County, Arizona. The Agreement shall terminate automatically after a period of ten (10) years from the effective date. However, if a building permit has been issued before the termination date, this Agreement and the right to develop under this Agreement remains valid until the building permit expires according to the standards in effect at the time of permit issuance.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

GLENDALE:

CITY OF GLENDALE, ARIZONA,
a municipal corporation

By: Ed Beasley
City Manager

Date: 5/27/04

Attest:

[Signature]
City Clerk

APPROVED AS TO FORM AND AUTHORITY

The foregoing Agreement has been reviewed by the undersigned attorney, who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the City of Glendale.

[Signature]
City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 27th day of May, 2004, before me, the undersigned officer, personally appeared Ed Beasley, the City Manager of the City of Glendale, an Arizona municipal corporation, and he, in such capacity, being authorized so to do, executed the forgoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lorrie A. Moreno
Notary Public

NOTARY SEAL:



DEVELOPER:

HAYSCALE, L.L.C., an Arizona limited liability company

By: Maian E. Hurley

Its: Administrative Member

Date: 4 May 2004

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 4th day of May, 2004, before me, the undersigned Maian E. Hurley personally appeared and executed the foregoing instrument for the purposes therein contained on behalf of Hayscale, L.L.C., an Arizona limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Angie S Bristol
Notary Public

NOTARY SEAL:



EXHIBIT A – LEGAL DESCRIPTION

EXHIBIT "A"

PARCEL NO. 1:

The Northeast quarter of the Northeast quarter of Section 32, Township 3 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that part of the Northeast quarter of the Northeast quarter of Section 32, Township 3 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a point 40 feet South and 33 feet West of the Northeast corner of the above described parcel;

THENCE West, parallel with and 40 feet South of the North line of said Northeast quarter of the Northeast quarter, a distance of 52 feet to a point;

THENCE Southeasterly to a point 85 feet South and 45 feet West of said Northeast corner of the Northeast quarter of the Northeast quarter;

THENCE South, parallel with and 45 feet West of the East line of said Northeast quarter of the Northeast quarter, to a point on the South line thereof;

THENCE East along said South line, a distance of 12 feet to a point 33 feet West of the Southeast corner of said Northeast quarter of the Northeast quarter;

THENCE North, parallel with and 33 feet West of said East line, to the point of beginning; and also

EXCEPT that portion conveyed to the City of Glendale by Deed recorded January 28, 2000 in Instrument No. 00-0067881.

PARCEL NO. 2:

Tract A, WILLOWBROOK, according to Book 190 of Maps, page 37, records of Maricopa County, Arizona;

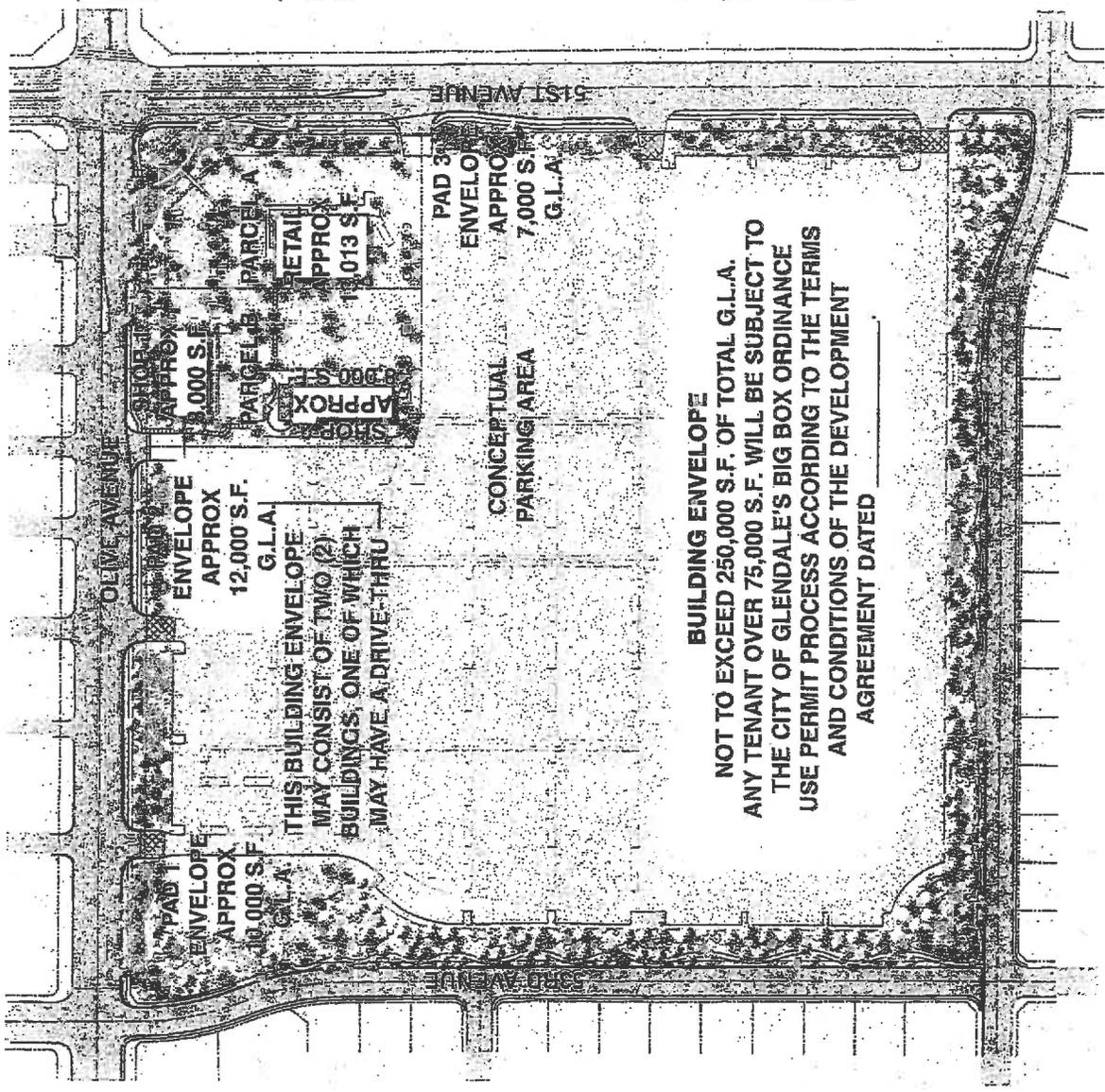
EXCEPT that portion conveyed to the City of Glendale by Deed recorded January 28, 2000 in Instrument No. 00-0067881.

PARCEL NO. 3:

Tract A, WINDSOR SQUARE ESTATES, according to Book 249 of Maps, page 14, records of Maricopa County, Arizona;

EXCEPT that portion conveyed to the City of Glendale by Deed recorded January 28, 2000 in Instrument No. 00-0067881.

EXHIBIT B – DEVELOPMENT PLAN



SITE DATA

NET SITE AREA 1,488,451 S.F. (34.17 Ac.)

BUILDING AREA

BUILDING ENVELOPE	APPROX 250,000 S.F.
SHOP 1	APPROX 8,000 S.F.
SHOP 2	APPROX 8,000 S.F.
RETAIL	APPROX 13,013 S.F.
PAD 1	APPROX 10,000 S.F.
PAD 2	APPROX 12,000 S.F.
PAD 3	APPROX 7,000 S.F.
TOTAL	APPROX 308,013 S.F.

LOT COVERAGE 20.69%

SITE PLAN

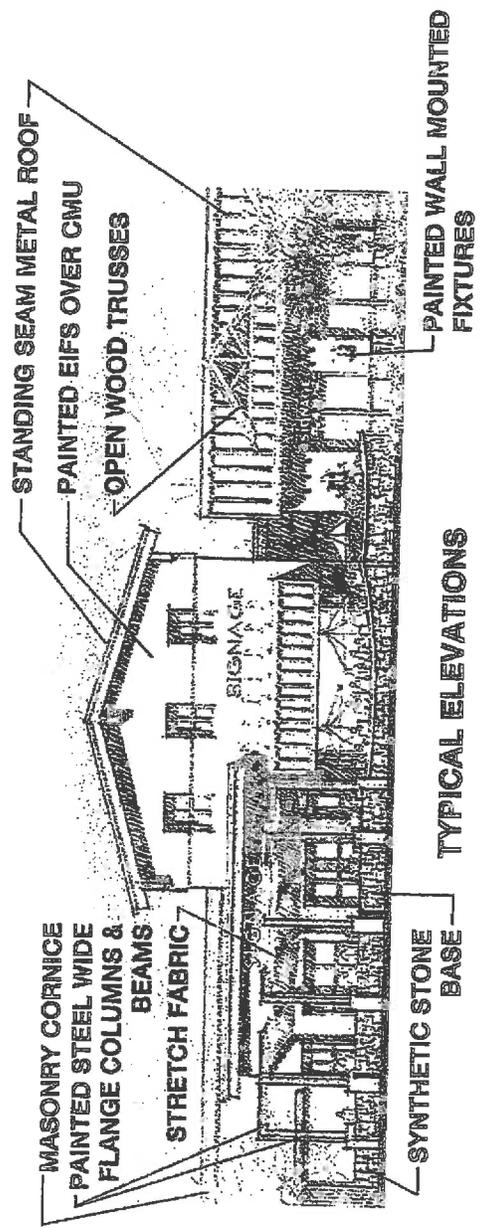
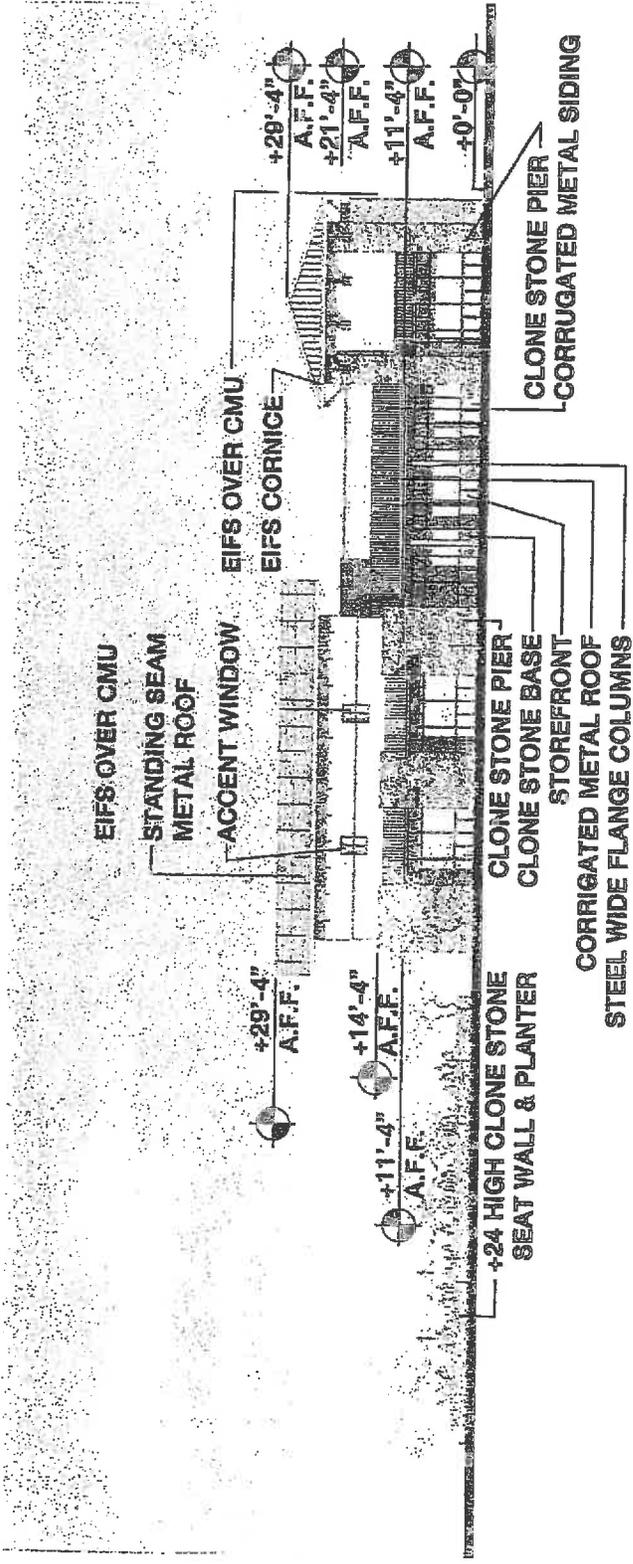


EXHIBIT C – INFRASTRUCTURE PLAN

EXHIBIT "C"

Infrastructure Plan for Perimeter of Olive Marketplace

Barbara Avenue & 53rd Avenue Improvements

half street improvements only – north side of Barbara Avenue and east side of 53rd Avenue

- Paving
- Concrete Curb and Gutter
- Sidewalk
- Accessible Ramps
- Street Lights
- Speed Humps
- Concrete Valley Gutter
- Landscaping Between Street Curb and Future Parking Lot
- Screen Wall
- Perimeter Detention Pond Grading and Landscaping (no drainage inlets or pipes)

51st Avenue and Olive Avenue Improvements

- Paving (Driveway Approaches and Deceleration Lanes only)
- Concrete Curb and Gutter
- Sidewalk
- Accessible Ramps
- Traffic Signal Pole Relocation / Adjustments
- Bus Stop
- Street Lights
- Speed Humps
- Convert Existing Drainage Inlet
- Landscaping Between Street Curb and Future Parking Lot
- Screen Wall
- Perimeter Detention Pond Grading and Landscaping (no drainage inlets or pipes)
- Replacement / Relocation of SRP Irrigation Pipe on Olive Avenue
- Replacement / Relocation of SRP Irrigation Structure at 51st & Olive
- Relocation of Metal Electric Transmission (69kV) Pole on Olive Avenue (as necessary)
- Relocation of Wooden Electric Transmission (69kV) Poles on Olive Avenue (as necessary)

EXHIBIT 2

Assignment and Assumption of Permits and Contracts

ASSIGNMENT AND ASSUMPTION OF PERMITS AND CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF PERMITS AND CONTRACTS (the "Assignment/Assumption") is made to be effective as of this 29th day of January, 2010 by and between HAYSCALE, L.L.C., an Arizona limited liability company ("Assignor") and OLIVE MARKETPLACE, LLC, an Arizona limited liability company ("Assignee"). Unless otherwise defined in this Assignment/Assumption, capitalized terms shall have the meanings given to them in the Operating Agreement of Olive Marketplace, LLC dated as of June 9, 2009, as amended (the "Operating Agreement") by and between FD Olive, LLC, an Arizona limited liability company, as the sole Manager and as a Member, and Assignor, as a Member (but not as a Manager).

RECITALS:

A. Assignor is presently the owner and holder of certain interests in and to warranties and guaranties, and licenses, certificates, permits and other approvals issued by any governmental or quasi-governmental authority relating or pertaining to Property (the "Permits"), as well as certain contractual or other intangible rights under agreements or covenants with respect to the development, improvement and operation of the Property, which may be assignable (the "Contracts"), as described on Exhibit "1" attached to and incorporated into this Assignment/Assumption (collectively, the "Permits and Contracts").

B. In connection with the Closing of the Phase I Construction Loan (the "Loan Closing") and the Transfer of the Property owned by Assignor to Assignee as a Capital Contribution, pursuant to Section 3.2.2.1 of the Operating Agreement, Assignor is assigning to Assignee and Assignee is acquiring from Assignor all of Assignor's interest in and to the Permits and Contracts.

For \$10.00 and other valuable consideration, the receipt and sufficiency of which are forever acknowledged, the parties agree as follows:

1. Representations and Warranties by Assignor. Assignor makes the following representations and warranties to Assignee:
 - a. The Permits and Contracts are binding and in full force and effect, subject only to the terms and conditions set forth therein;
 - b. Assignor has authority to make this assignment; and
 - c. The Permits and Contracts are not in default.
2. Assignment by Assignor. Assignor hereby assigns, conveys, transfers, and sets over unto Assignee of all Assignor's right, title and interest as lessor in and to the Permits and Contracts (including any amendments and side agreements with respect thereto), together with the right to receive any payments thereunder.
3. Indemnifications by Assignor. Assignor hereby agrees:
 - a. To indemnify, pay, defend and hold Assignee harmless for, from and against any liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with the Permits and Contracts, based upon or arising out of any breach or alleged breach of the Permits and Contracts by Assignor occurring or alleged to have occurred prior to Loan

Closing or arising out of an obligation which was to have been performed prior to Loan Closing.

- b. To indemnify, pay, defend and hold Assignee harmless from any liabilities or expenses incurred by Assignee by reason of any prepayments or deposits collected by Assignor and not transferred to Assignee at Loan Closing.

4. Assumption and Indemnifications by Assignee. Assignee hereby agrees:

- a. To assume, perform, fulfill and comply with all covenants and obligations that are to be paid, performed and complied with pursuant to the Permits and Contracts on and after Loan Closing; and
- b. To indemnify, pay, defend and hold Assignor harmless for, from and against any liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with the Permits and Contracts, based upon or arising out of any breach or alleged breach of the Permits and Contracts by Assignee occurring or alleged to have occurred subsequent to Loan Closing, other than a breach or alleged breach arising out of an obligation which was to have been performed prior to Loan Closing.

5. Notice. Assignor shall promptly give notice of this Assignment/Assumption to the extent specifically required under the Permits and Contracts.

6. Binding Effect. This Assignment/Assumption shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment/Assumption as of the date set forth above.

ASSIGNOR:

HAYSCALE, L.L.C.,
an Arizona limited liability company

By Maria E. Hurley
Marian E. Hurley, Its Manager and Authorized Agent

ASSIGNEE:

OLIVE MARKETPLACE, LLC,
an Arizona limited liability company

By: FD Olive, LLC, an Arizona limited liability company

By Jay R. Schneider
Jay R. Schneider, Its Manager

Exhibit "1" to Assignment and Assumption of Permits and Contracts

List of Contracts:

Agreement for Architectural and Engineering Services dated October 15, 2008 with Butler Design Group, Inc. for Olive Marketplace, Shops 1 and 2 (Job #5011.901), as amended.

Agreement for Professional Engineering Services for Retail Development dated March 11, 2009 with Kimley-Horn and Associates, Inc. concerning Glendale (51st and Olive), as amended.

Professional Services Agreement dated March 21, 2007 with Stanley Consultants, Inc. for Improvements to Olive Marketplace, as amended.

Contract for Landscaping and Architectural Design Services dated June 7, 2007 with Laskin & Associates, Inc. for Olive Marketplace, as amended.

Development Agreement dated November 30, 2009 with Wal-Mart Stores, Inc. for Glendale (51st and Olive), as amended.

Easements with Covenants and Restrictions Affecting Land dated November 30, 2009 with Wal-Mart Stores, Inc. for Glendale (51st and Olive), as amended.

Exclusive Listing Agreement dated February 1, 2009 with Frontera Development, Inc.

Any other brokerage or property management agreements with Frontera Development, Inc. pertaining to the Property.

Any development or land use agreements with the City of Glendale, Arizona pertaining to the Property.

EXHIBIT 3

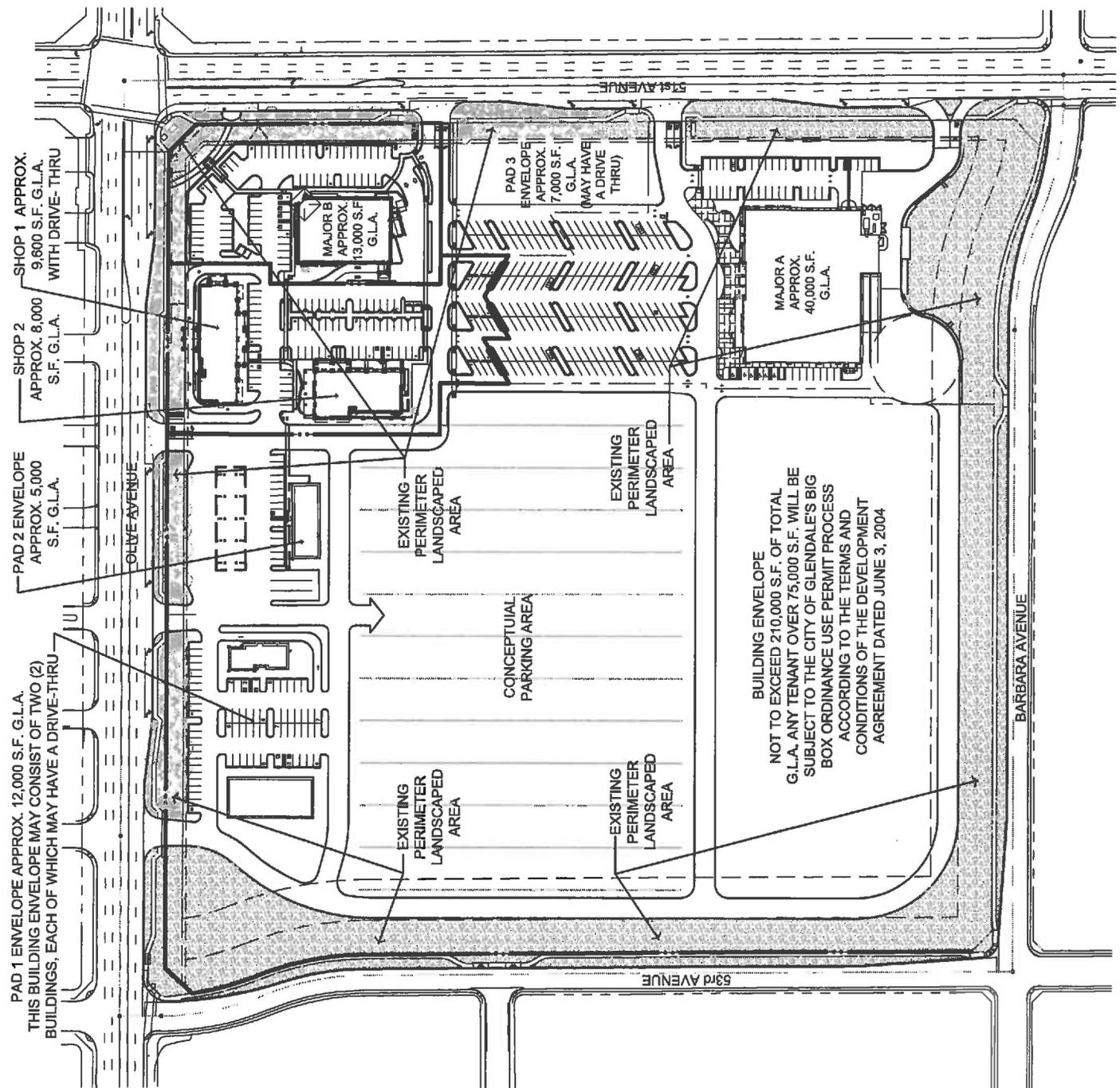
Revised Development Plan

SITE DATA	
NET SITE AREA	1,488,451 S.F. (34.17 AC)

BUILDING AREA

BUILDING ENVELOPE	APPROX. 210,000 S.F.
MAJOR A	APPROX. 40,000 S.F.
SHOP 1	APPROX. 9,600 S.F.
SHOP 2	APPROX. 8,000 S.F.
MAJOR B	APPROX. 13,000 S.F.
PAD 1	APPROX. 12,000 S.F.
PAD 2	APPROX. 5,000 S.F.
PAD 3	APPROX. 7,000 S.F.
TOTAL	APPROX. 304,600 S.F.

LOT COVERAGE 20.46 %



SITE PLAN

RESOLUTION NO. 4566 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT WITH TEXACO INC. CONCERNING THE PROPERTY BUILDING SETBACK AT 5039 WEST GLENDALE AVENUE; AND DIRECTING THAT THE DOCUMENT BE RECORDED.

WHEREAS, on February 9, 1971, Council adopted Resolution No. 1206, New Series, authorizing the entering into of an Agreement with Texaco Inc. to establish a 65-foot building setback from Glendale Avenue at the street address of 5039 West Glendale Avenue;

WHEREAS, at that time, the City required the setback to accommodate the erection of a Texaco sign and sufficient property for a future widening of Glendale Avenue;

WHEREAS, in the original Agreement dated February 18, 1971, the parties stipulated that the sign could be erected on the condition that upon the City's request (in the event of a street-widening project), the sign would be removed at Texaco's expense;

WHEREAS, in addition to the setback requirement, the City also demanded that Texaco indemnify the City and file a "Certificate of public liability insurance" of not less than \$300,000;

WHEREAS, on March 15, 2007, a previous owner of the Property, Continental Distributors, Inc., conveyed to the City property sufficient for the City's right-of-way needs;

WHEREAS, current City planning and zoning guidelines for areas near the location of the former Texaco property now require a 25-foot building setback; landowners in this part of the City are no longer required to indemnify the City or purchase liability insurance solely as a consequence of a building setback agreement with the City; and

WHEREAS, the sign structure was relocated outside of City right-of-way and the successor-in-interest, MAMOU LLC, now requests that the City amend the 1971 Agreement and release it from certain conditions contained in the 1971 Agreement to avoid any possible cloud on the title from the City.

NOW, THEREFORE, 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 Agreement with Texaco Inc. be amended, which Amendment No. 1 is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager and City Clerk are hereby authorized and directed to execute and deliver Amendment No. 1 to the Agreement with Texaco Inc. for a Property Building Setback and Release of Liability.

SECTION 3. That upon execution of the above-referenced document, the City Clerk is hereby directed to forward the same for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2012.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

04/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

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

SUBJECT: **AMENDMENT NO. 1 TO THE AGREEMENT WITH
TEXACO, INC.**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to execute Amendment No. 1 to the Agreement with Texaco, Inc. (Texaco) for a Property Building Setback and Release of Liability at 5039 West Glendale Avenue.

Background

When the City of Glendale entered into an agreement with Texaco in 1971, the city required a 65 foot building setback to accommodate the erection of a Texaco sign and sufficient property for a future widening of Glendale Avenue. Additionally, the city required Texaco to indemnify the city by filing a Certificate of Public Liability Insurance. It was stipulated that the sign could be erected on the condition that in the event of a street-widening project, the sign would be removed at Texaco's expense.

In 1988, this portion of Glendale Avenue was widened. In 2007, a previous owner of the property, conveyed to the city, property sufficient for the city's right-of-way needs to construct a bus bay.

Current city planning and zoning guidelines for areas near the location of the former Texaco gas station now require a 25 foot building setback. Landowners in this part of the city are no longer required to indemnify the city or purchase liability insurance solely as a consequence of a building setback agreement with the city. The Texaco sign structure was relocated outside the city right-of-way to accommodate the bus bay.

The current property owner, MAMOU, LLC, wishes to amend the 1971 agreement and release it from certain conditions to avoid any possible cloud on the title.

Previous Council/Staff Actions

On February 18, 1971, Council approved the original agreement with Texaco, Inc.

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the City Manager to execute Amendment No. 1 to the Agreement with Texaco Inc. for a Property Building Setback and Release of Liability at 5039 West Glendale Avenue.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 04/24/2012
TO: Ed Beasley, City Manager
FROM: Jon M. Froke, AICP, Planning Director
SUBJECT: AMENDMENT NO. 1 TO THE AGREEMENT WITH TEXACO, INC.

1. Resolution
2. Amendment No. 1
3. Aerial Photograph

WHEN RECORDED, RETURN TO:

City of Glendale
ATTN: City Clerk
5850 West Glendale Avenue
Glendale, Arizona 85301

C-_____

Amendment No. 1 to the
Agreement with Texaco Inc. for a Property Building Setback
and
Release of Liability

[5039 West Glendale Avenue]

This Amendment No. 1 to the Agreement with Texaco Inc. ("Texaco") for a Property Setback and the Release of Liability ("Amendment") are made this ___ day of _____, 2012, by and between the City of Glendale, an Arizona municipal corporation ("City") and MAMOU LLC, an Arizona limited liability company, and Successor-in-Interest to Texaco ("MAMOU").

RECITALS

- A. On February 18, 1971, the City entered into an Agreement with Texaco through its representative, A.G. Poe (Maricopa County Recorder No. 19710033982, Docket 8545, Book 618, to establish a 65-foot building setback from Glendale Avenue at the street address of 5039 West Glendale Avenue ("Property"; legal description provided in the original Agreement);
- B. At that time, the City required the setback to accommodate the erection of a Texaco sign and sufficient property for a future widening of Glendale Avenue;
- C. In the original Agreement, the parties stipulated that the sign could be erected on the condition that upon the City's request (in the event of a street-widening project), the sign would be removed at Texaco's expense;
- D. In addition to the setback requirement, the City also requested that Texaco indemnify the City and file a "Certificate of public liability insurance" of not less than \$300,000;
- E. On March 15, 2007, a previous owner of the Property, Continental Distributors, Inc., conveyed to the City (Recorder No. 20070308447) property sufficient for the City's right-of-way needs (Exhibit A, attached);

F. Current City planning and zoning guidelines for areas near the location of the former Texaco property now require a 25-foot building setback; landowners in this part of the City are no longer required to indemnify the City or purchase liability insurance solely as a consequence of a building setback agreement with the City;

G. The sign structure was relocated outside of City right-of-way and the successor-in-interest, MAMOU, now requests that the City amend the 1971 Agreement and release MAMOU from certain conditions contained in the 1971 Agreement to avoid any possible cloud on the title from the City; and

H. The City has agreed to the request and the parties desire to memorialize their agreement through this Amendment.

AMENDED AGREEMENT

The original Agreement between Texaco and MAMOU as successor-in-interest, and the City is amended as follows:

Section I. The original Section is deleted in its entirety and replaced with the following:

The building on the Property sits at least 25 feet from the curb and complies with the current City Zoning Code; the 1971 sign structure has not been moved from its original 1971 location on the Property and it now complies with the current City Zoning Code.

Section II. The original Section is deleted in its entirety and is no longer in force or of further effect. The City hereby releases MAMOU from any obligation to indemnify the City as a condition of granting the sign placement and the 65-foot building setback requirement.

Section III. The original Section is deleted in its entirety and is no longer in force or of further effect. The City hereby releases MAMOU from any obligation involving the purchase of a public liability insurance policy (and naming the City as an “additional insured” on that policy) as a condition of granting the sign placement and the 65-foot building setback requirement.

All other terms and conditions not amended by this writing remain unchanged and enforceable as found in the original Agreement currently on file in the Office of the City Clerk, City of Glendale, and recorded at the Maricopa County Recorder’s Office.

[Signatures to follow.]



5039 W. Glendale Avenue



Aerial Date: 2010

RESOLUTION NO. 4567 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING PAYMENT OF THE CASH DEPOSIT IN THE CONDEMNATION ACTION TO ACQUIRE 38.5 ACRES OF PROPERTY OWNED BY CONAIR CORPORATION FOR A RUNWAY PROTECTION ZONE AT THE GLENDALE MUNICIPAL AIRPORT; AND FURTHER AUTHORIZING THE TRANSFER OF BUDGET APPROPRIATION FOR THIS PURCHASE ALONG WITH THE ASSOCIATED LEGAL FEES AND COSTS.

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

SECTION 1. That Glendale City Council hereby authorizes payment of the cash deposit in the condemnation action to acquire 38.5 acres of property owned by Conair Corporation for a runway protection zone at the Glendale Municipal Airport.

SECTION 2. That the Glendale City Council further authorizes the transfer of budget appropriation for the purchase referenced in Section 1 above along with the legal fees and costs for the condemnation lawsuit.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2012.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

04/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT: **AUTHORIZATION TO PAY DEPOSIT IN THE
CONDEMNATION ACTION TO ACQUIRE REAL
PROPERTY FOR GLENDALE MUNICIPAL AIRPORT
RUNWAY PROTECTION ZONE**

Purpose

This is a request for City Council to adopt a resolution authorizing payment of the cash deposit in the condemnation action to acquire 38.5 acres of property owned by Conair Corporation for a runway protection zone (RPZ) at the Glendale Municipal Airport, and to authorize the transfer of budget appropriation for this purchase and legal fees and costs for the condemnation lawsuit.

Background

In 2001, the Federal Aviation Administration (FAA) and the City of Glendale approved the extension of Runway 19 at the Glendale Municipal Airport. This project extended the RPZ onto property owned by Conair Corporation, located directly north of the airport. The RPZ is a trapezoidal-shaped area defined by the FAA as a clear zone beyond the end of the runway that is designed to preclude obstructions.

In December 2011, Council authorized the acquisition of property owned by Conair Corporation by condemnation or otherwise. The city and Conair have attempted to negotiate a voluntary sale, but cannot agree on all terms of the sale. The parties have agreed that the city will file a condemnation lawsuit, that the date of valuation for the property will be 2001, and that the cash deposit in the amount of \$5,220,635 will enable the city to obtain immediate possession of the 38.5 acres of property. This amount reflects the city's initial appraisal amount, including interest and other damages Conair would likely recover.

While the parties agree on the above-mentioned terms, Conair does not agree with the city's valuation of the property, so that will be determined in the litigation. Depending on the amount ultimately recovered by Conair, the city may be required to pay additional amounts or may be reimbursed any overpayment.

This is a request to approve payment of \$5,220,635 to the Maricopa County Superior Court in order to obtain immediate possession of the 38.5 acres. Additionally, upon taking possession of

the property, the city will incur additional project costs, including expenses for court and legal fees and fencing to secure the property. These additional costs are estimated at \$738,060.

Previous Council/Staff Actions

On April 5, 2012, the Citizens' Transportation Oversight Commission recommended that the City Council authorize the City Manager to acquire 38.5 acres of property for an RPZ at the Glendale Municipal Airport, and authorize the transfer of budget appropriation for this purchase.

On December 20, 2011, Council authorized the acquisition of this property by condemnation or otherwise.

Budget Impacts & Costs

The city is seeking reimbursement through an FAA grant of up to 90% of the full market value of the property. However, such reimbursement will not be received this fiscal year. In order to acquire this property expeditiously, appropriation will be transferred from the Land Purchase Project within the Airport Grant Fund to the Airport RPZ Acquisition Project within the GO Transportation Construction Fund.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		\$5,958,695

Account Name, Fund, Account and Line Item Number:

Airport RPZ Acquisition, Account No. 2210-65091-550400, \$5,958,695

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the City Manager to execute all documents necessary to make the cash deposit of \$5,220,635 to obtain immediate possession of 38.5 acres of property for a runway protection zone at the Glendale Municipal Airport, and authorize the transfer of budget appropriation for this amount and \$738,060 for court and legal fees and related costs.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 04/24/2012

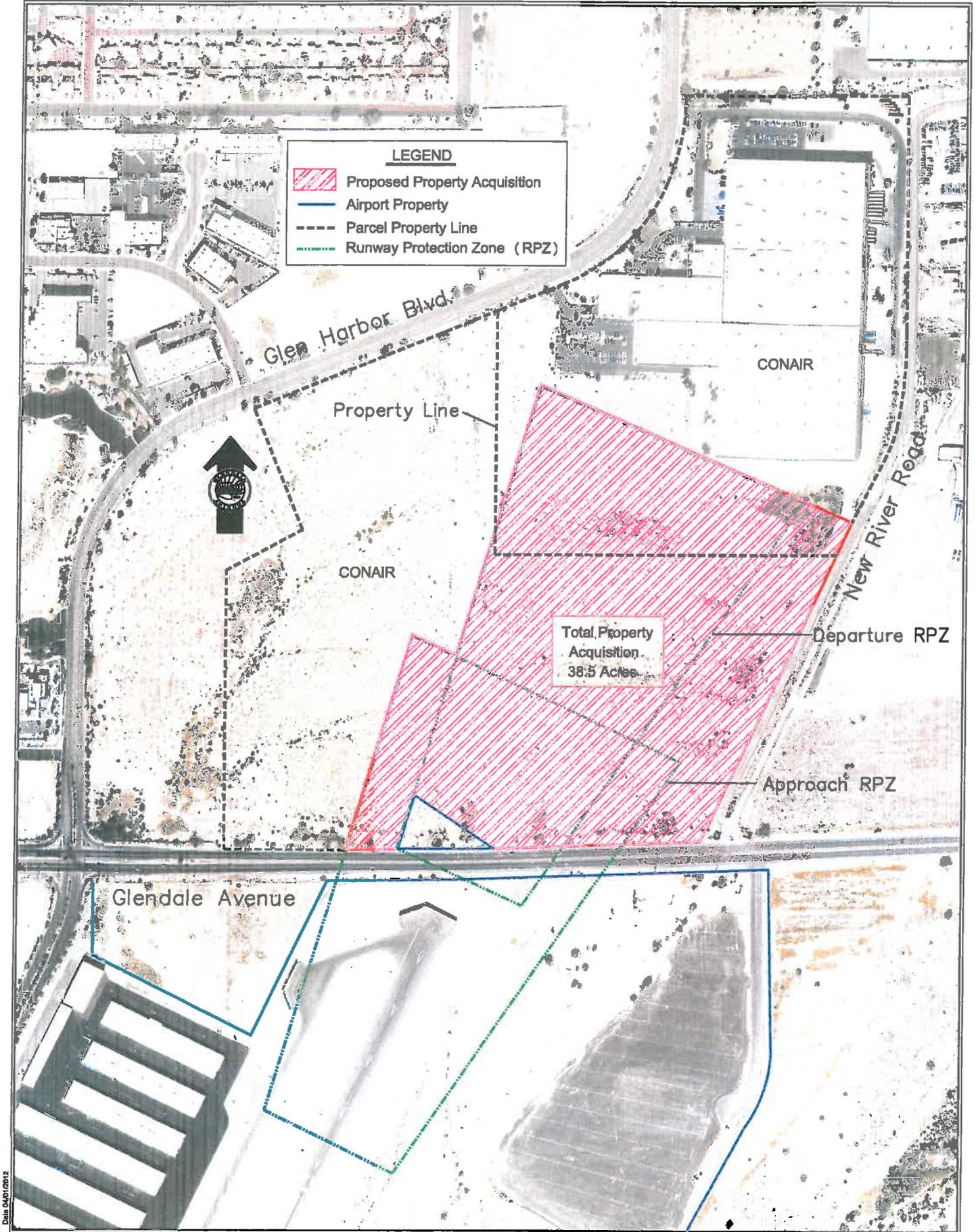
TO: Ed Beasley, City Manager

FROM: Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT: AUTHORIZATION TO PAY DEPOSIT IN THE CONDEMNATION
ACTION TO ACQUIRE REAL PROPERTY FOR GLENDALE
MUNICIPAL AIRPORT RUNWAY PROTECTION ZONE

1. Resolution
2. Exhibit A - Map

EXHIBIT A



RESOLUTION NO. 4568 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF INTERGOVERNMENTAL AGREEMENTS WITH THE CITY OF PHOENIX FOR SHARING OF TELECOMMUNICATIONS FACILITIES BY THE GLENDALE FIRE DEPARTMENT.

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 following intergovernmental agreements with the City of Phoenix for sharing of telecommunications facilities by the Glendale Fire Department be entered into, which documents are now on file in the office of the City Clerk of the City of Glendale:

1. Amendment No. 001 to Intergovernmental Agreement between the City of Phoenix and the City of Glendale for Sharing of Communications Facilities;
2. Supplemental Agreement No. 1 – Amendment 1 to Intergovernmental Agreement between the City of Phoenix for Sharing of Communications Facilities; and
3. Site Specific Supplement No. 002 to Intergovernmental Agreement between the City of Phoenix and the City of Glendale for Sharing of Communications Facilities.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreements 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 _____, 2012.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager
iga_fd_phx_telecomm.doc



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

04/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Mark Burdick, Fire Chief

SUBJECT: **AMENDMENTS TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE SHARING OF TELECOMMUNICATIONS FACILITIES**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into Amendment No. 001, Supplemental Agreement No. 1, and Site Specific Supplement No. 002 to an intergovernmental agreement (IGA) with the City of Phoenix (Phoenix) for the sharing of telecommunications facilities.

Background

In 2002, Glendale entered into an agreement with Phoenix to provide additional radio coverage to the Glendale Fire Department, Police Department, Public Works Department, and other West Valley agencies. This enhanced coverage has allowed Glendale to maintain compatible communications with other automatic aid cities.

Amendment No. 001 will extend the current contract an additional 10 years, with the effective dates of June 1, 2012 through June 1, 2022. Supplement Agreement No. 1 will add two VHF antennas to an existing Glendale monopole, at Phoenix's expense, to continue to enhance radio communication. The Site Specific Supplement No. 002 allows Phoenix to install a Phoenix Fire Department VHF receiver and a microwave shot to Phoenix's North Mountain backhaul site at the Pyramid Peak Water Treatment Plant. Phoenix will install one 19 inch equipment cabinet in the existing communications building and will utilize an existing 80 foot monopole to install a VHF antenna and a 4 foot microwave dish. This will provide enhanced radio coverage in an area of Phoenix and Glendale surrounding the water treatment plant. Phoenix will cover the cost for installation and maintenance. There will be no cost to Glendale.

Previous Council/Staff Actions

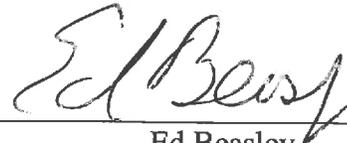
On July 2, 2002, Council approved an intergovernmental agreement between the City of Phoenix and City of Glendale for the sharing of telecommunications facilities.

Community Benefit

The agreement extension and additional equipment will continue to enhance Glendale's radio communications with other valley cities.

Recommendation

Waive reading beyond title and adopt a resolution authorizing the entering into Amendment No. 001, Supplemental Agreement No. 1, and Site Specific Supplement No. 002 to an intergovernmental agreement (IGA) with the City of Phoenix for the sharing of telecommunications facilities.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 4/24/2012

TO: Ed Beasley, City Manager

FROM: Mark Burdick, Fire Chief

SUBJECT: AMENDMENTS TO AN INTERGOVERNMENTAL AGREEMENT
WITH THE CITY OF PHOENIX FOR THE SHARING OF
TELECOMMUNICATIONS FACILITIES

1. Resolution
2. Amendment No. 001
3. Supplemental Agreement No. 1-Amendment 1
4. Site Specific Supplement No. 002

RECORDING REQUESTED BY
City of Phoenix, City Clerk
250 West Washington St, 15th Floor
Phoenix, AZ 85003

Space above this line for recorder's use only

**AMENDMENT NO. 001
TO INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PHOENIX No. 100501 -∞ |
AND
THE CITY OF GLENDALE C-4551
FOR SHARING OF COMMUNICATIONS FACILITIES**

This Amendment No. 001 ("AMENDMENT") is made and entered into by and between the City of Phoenix ("PHOENIX") and the City of Glendale ("GLENDALE"), when referenced together referred to as the "AGENCIES".

RECITALS

- A. PHOENIX and GLENDALE have the power to execute intergovernmental agreements pursuant to A.R.S. Section 11-952.
- B. PHOENIX has the power to execute intergovernmental agreements pursuant to Phoenix City Charter.
- C. GLENDALE has the power to executive intergovernmental agreements pursuant to Glendale City Charter
- D. On June 1, 2002, the AGENCIES entered into Intergovernmental Agreement No. 100501.

NOW THEREFORE, it is agreed by and between parties as follows:

AMENDMENT

1. In Section 7 of the Agreement, the Term is extended for an additional period of ten (10) years beginning June 1, 2012 and ending on June 1, 2022.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment 1 on the date last written below.

CITY OF PHOENIX, a municipal corporation,
David Cavazos, City Manager

CITY OF GLENDALE, a municipal corporation,

By: *David Felix*
David Felix
Assistant Chief Information Officer
RWC Executive Director

By: _____
Title: _____

Date: 03/20/2012

Date: _____

In accordance with A.R.S. Sec. 11-952 this Amendment has been reviewed by the undersigned attorney who has determined that this Amendment is in proper form and within the powers and authority granted to the City of Phoenix under the laws of the State of Arizona.

In accordance with A.R.S. Sec. 11-952 this Amendment has been reviewed by the undersigned attorney who has determined that this Amendment is in proper form and within the powers and authority granted to the City of Glendale under the laws of the State of Arizona.

[Signature]
Acting City Attorney

City Attorney

Date: 3/22/12

Date: _____

ATTEST:
[Signature]
City Clerk

ATTEST:

City Clerk



[Signature]
CITY CLERK DEPT.
2012 APR 22 PM 12:49

RECORDING REQUESTED BY
City of Phoenix, City Clerk
250 West Washington St, 15th Floor
Phoenix, AZ 85003

Space above this line for recorder's use only

**SUPPLEMENTAL AGREEMENT NO. 1 – Amendment 1
TO INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PHOENIX No. 100501 - 541-001
AND
THE CITY OF GLENDALE No. C-4551
FOR SHARING OF COMMUNICATIONS FACILITIES**

Pursuant to Intergovernmental Telecommunications Facilities Sharing Agreement No. 100501 ("Agreement") entered into as of the 1st day of June, 2002, (the "Effective Date"), the CITY OF PHOENIX and the CITY OF GLENDALE now desire to enter into this Amendment 1 to the site-specific agreement Supplement No. 1 ("Supplement") to the Sharing Agreement.

Section 2.3 Frequency Assignment has been deleted in its entirety and replaced with the following:

2.3 Frequency Assignment.

2.3.1 The Glendale PD site is an integral part of the Fire Automatic Aid Consortium, VHF radio system and the Regional Wireless Cooperative (RWC) trunked radio system which operate on the following frequencies:

VHF:

<u>Channel</u>	<u>Frequency</u>	<u>Channel</u>	<u>Frequency</u>	<u>Channel</u>	<u>Frequency</u>
A1	154.190	A2	154.250	A3	154.070
A9	155.670				

RWC:

<u>Channel</u>	<u>Frequency</u>	<u>Channel</u>	<u>Frequency</u>	<u>Channel</u>	<u>Frequency</u>
1	771.56875	2	771.61875	3	771.06875
4	771.86875	5	770.56875	6	772.11875
7	770.06875	8	772.36875	9	769.56875
10	772.61875	11	772.05625	12	772.86875
13	771.31875	14	770.81875	15	770.31875
16	769.81875	17	769.31875	18	772.30625

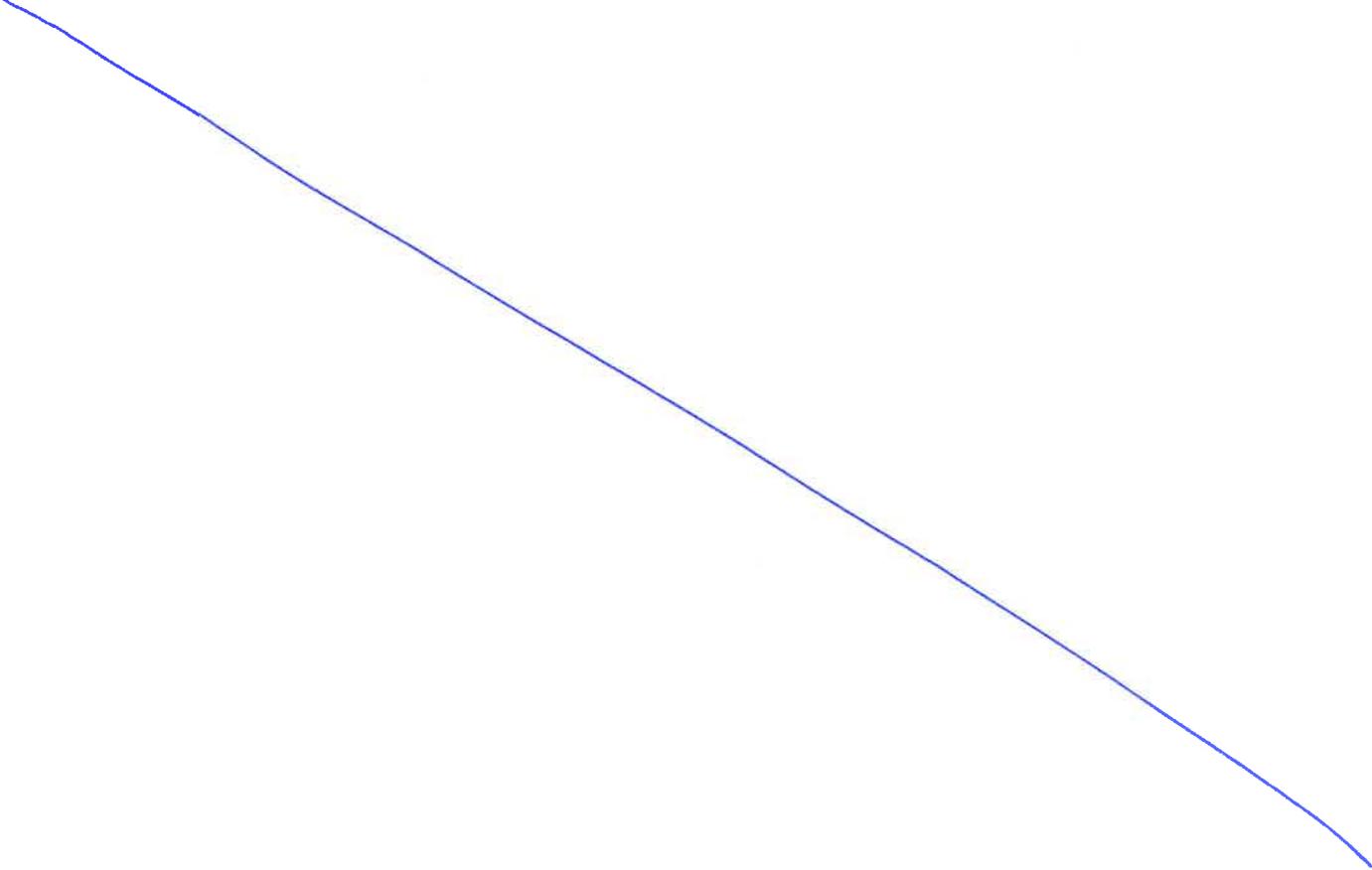
In Section 2.4 Tower, of Supplement No. 1 to Sharing Agreement No. 100501, the following Section 2.4.2 has been added:

2.4.2 The City of Glendale grants Phoenix permission to occupy space on the existing monopole tower for two VHF antennas, mounted at a mutually agreed upon location. All antenna and tower work will be performed by authorized Phoenix

contractors. All work performed in installing antennas shall comply with good engineering and installation practices and building codes.

In Section 6, Option to Extend, the parties agree to execute the extension option and the extension term shall be coterminous with the underlying AGREEMENT.

All other terms and conditions remain unchanged.



REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Amendment 1 on the date last written below.

CITY OF PHOENIX, a municipal corporation,
David Cavazos, City Manager

CITY OF GLENDALE, a municipal corporation,

By: *David Felix*
David Felix
Assistant Chief Information Officer
RWC Executive Director

By: _____
Title: _____

Date: 03/20/2012

Date: _____

In accordance with A.R.S. Sec. 11-952 this Amendment has been reviewed by the undersigned attorney who has determined that this Amendment is in proper form and within the powers and authority granted to the City of Phoenix under the laws of the State of Arizona.

In accordance with A.R.S. Sec. 11-952 this Amendment has been reviewed by the undersigned attorney who has determined that this Amendment is in proper form and within the powers and authority granted to the City of Glendale under the laws of the State of Arizona.

[Signature]
Acting City Attorney *RF*

City Attorney

Date: 3/22/12

Date: _____

ATTEST:

ATTEST:

City Clerk

Car Meyer
City Clerk



Space above this line for Recorder's use only

**SITE SPECIFIC SUPPLEMENT NO. 002
TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX No. 100501 - SUP - 002
AND
THE CITY OF GLENDALE No. C-4551
FOR SHARING OF COMMUNICATIONS FACILITIES**

Pursuant to Intergovernmental Telecommunications Facilities Sharing Agreement No. 100501 and C-4551, ("Sharing Agreement") entered into as of, August 25, 2003 the CITY OF PHOENIX (Phoenix) and the CITY OF GLENDALE (Glendale) enter into this site-specific agreement which shall be Supplement No.002 (Supplement) to the Sharing Agreement. The parties are sometimes referred to jointly herein as "AGENCIES" and individually as "AGENCY."

1. SITE:

- 1.1. Pyramid Peak Water Treatment Plant, 28101 North 63rd Ave, Glendale, Arizona 85310 (Lat.33°44'14.62"N), (Long. 112°11'33.90"W). The City of Glendale, the property owner, grants Phoenix permission to use the existing property for the installation of Phoenix Fire Department VHF Receiver equipment and a Microwave shot to Phoenix's North Mountain backhaul site, and associated equipment identified in this supplement.
- 1.2. City of Glendale grants the City of Phoenix permission to occupy floor space for one 19" equipment cabinet in the existing 12' x 15' communications equipment building per the attached drawings. The City of Glendale also grants the City of Phoenix to utilize the existing 80' monopole to install a VHF antenna array and a 4' microwave dish as depicted on the attached monopole drawing. Electro-mechanical and HVAC equipment installed to service this communications equipment building shall be maintained by the City of Glendale.

2. FACILITY OWNERSHIP: The City of Glendale owns and operates this communications facility. If this agreement is ever terminated, Phoenix shall be responsible to remove all its equipment and restore the property to its pre-existing condition as agreed upon by Glendale.

3. FREQUENCY USE:

3.1. Frequency Licensing: As stipulated in the Master Site Sharing Agreement each agency is responsible for the proper licensing of operating frequencies utilized at this site with the Federal Communications Commission (FCC).

3.2. Frequency Protection:

- 3.2.1. Phoenix shall be responsible for resolving interference problems generated by new Phoenix owned equipment which may affect existing frequencies employed by Glendale, and shall bear the cost of such resolution. Phoenix will not be responsible for interference to Glendale equipment from Phoenix equipment that exists at the time any new Glendale equipment is added. Phoenix also agrees to work with Glendale to resolve any potential interference problems between their respective systems.

- 3.2.2. Glendale shall be responsible for resolving interference problems generated by new Glendale owned equipment which may affect existing frequencies employed by Phoenix, and shall bear the cost of such resolution. Glendale will not be responsible for interference to Phoenix equipment from Glendale equipment that exists at the time any new Phoenix equipment is added.
- 3.2.3. Phoenix and Glendale shall ensure that they are operating telecommunications equipment at this site in compliance with current licenses issued by the Federal Communications Commission (FCC). In the event that interference issues arise with either parties equipment and it is determined that the interfering party is in compliance with their FCC license then both parties will cooperate and work together to equitably resolve the problem per established FCC guidelines.

3.3. Frequency Assignment:

- 3.3.1. The Glendale Pyramid WTP site will become an important part of the Phoenix Fire's VHF radio system. The site will contain of the following Receiver and Microwave equipment:

VOICE CHANNELS: *(No Transmitter equipment is being installed)*

Channel <u>Number</u>	Receiver <u>Frequency</u>
Fire A1	154.1900
Fire A2	154.2500
Fire A3	154.0700
Fire A6	154.3100
Fire A9	155.6700

MICROWAVE FREQUENCIES:

Glendale Pyramid WTP to Phoenix North Mountain – 11 GHz

4. EQUIPMENT INSTALLATION: *(Drawing Package attached)*

- 4.1. Phoenix will install the following equipment in the communications building, (reference attached drawing package):

- 5 Daniels VHF Receivers
- 1 Harris 8T TruePoint 11Ghz Microwave Radio
- TeNSr Channel Bank Equipment
- 1 VHF Receiver Antenna Array at 70'
- One 4' Microwave Dish at 65'
- Small 48VDC Battery Plant including charging and rectifier equipment
 - Estimated Power draw of the above equipment is: 2ea 15amp circuits
 - Estimated Thermal profile for the above equipment is: 11,870 Btu's

- 5. REMOVAL OF EQUIPMENT: Phoenix will remove all Phoenix owned equipment from Glendale property and return the property to its original condition upon termination of this agreement by either agency.
- 6. MAINTENANCE: Communications equipment installed at the site shall be maintained by the owner of such equipment. Glendale shall provide reasonable 24 hr/day access to the site by Phoenix personnel for preventive and corrective maintenance activities. Preventive and corrective maintenance performed by either agency that may affect the other agency's equipment or network systems shall be coordinated between the agencies prior to the start of such work. Because this equipment supports Public Safety Operations, network service interruptions shall be kept to an absolute minimum.
- 7. TERM: The term of this SUPPLEMENT shall be coterminous with the underlying AGREEMENT.
- 8. OPTION TO EXTEND: This Supplement will automatically renew upon the renewal of the underlying Agreement, unless terminated by either party per the terms of this supplement.

9. **TERMINATION:** Glendale, as the owner of the communications facility may terminate this Supplement or use of the facility at any time by giving no less than 365 days written notice to Phoenix. Phoenix not owning the property on which the City's communications facility is located, may terminate this Supplement at any time by giving no less than ninety (90) days written notice to Glendale. Unless sooner terminated, this Supplement and any extensions hereof shall automatically terminate upon termination of the Basic Sharing Agreement.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement on the dates indicated below.

CITY OF GLENDALE, a municipal corporation

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

In accordance with A.R.S. Sec, 11-952, this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City of Glendale under the laws of the State of Arizona.

City Attorney

ATTEST:

City Clerk

CITY OF PHOENIX, a municipal corporation
DAVID CAVAZOS, City Manager

By: _____

Rob Sweeney
Acting Chief Information Officer

Date: 3-19-12

APPROVED AS TO FORM:

In accordance with A.R.S. Sec, 11-952, this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City of Phoenix under the laws of the State of Arizona.

Acting City Attorney
RF

ATTEST:

City Clerk



ORDINANCE NO. 2801 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE, CHAPTER 26 (OFFENSES—MISCELLANEOUS), ARTICLE III (OFFENSES AGAINST PUBLIC SAFETY AND ORDER) BY ADDING A NEW DIVISION 5 ENTITLED “FIREWORKS” PROHIBITING THE USE OF FIREWORKS WITHIN THE CITY; PROVIDING FOR THE REPEAL OF CONFLICTING CODE PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PENALTIES.

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

SECTION 1. That Glendale City Code, Chapter 26 (Offenses—Miscellaneous), Article III (Offenses Against Public Safety and Order) is hereby amended by adding a new Division 5 entitled “Fireworks” to read as follows:

DIVISION 5. FIREWORKS

Sec. 26-70.1. Purpose.

The City Council hereby recognizes that the desert environment of Arizona has unique fire risks and adopts this division to enhance the public safety and welfare of its citizens and the community by prohibiting the use of fireworks within the city.

Sec. 26-70.2. Definitions.

The following words, terms and phrases, when used in this article, have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City Permit: A permit issued by the City Fire Chief or designee.

Display fireworks: Those fireworks defined by Arizona Revised Statutes § 36-1601.

Expenses of an emergency response: The reasonable costs directly incurred by public agencies including but not limited to the City Fire, Police and Public Works Departments or other first responders including but not limited to private ambulance companies that make an appropriate emergency response to an incident.

[Additions are indicated by underline; deletions by ~~strikeout~~.]

Fireworks: Display fireworks, consumer fireworks and permissible consumer fireworks as defined by Arizona Revised Statutes § 36-1601.

Novelty items: Federally deregulated novelty items that are known as snappers, snap caps, party poppers, glow worms, snakes, toy smoke devices and sparklers.

Permissible consumer fireworks: Those fireworks as defined by Arizona Revised Statutes § 36-1601 that may be sold within a municipality even where the use of those items has been prohibited.

Reasonable Costs: The costs of providing police, fire fighting, clean-up, rescue and emergency medical services at the scene of an incident and the salaries of the persons who respond to the incident.

Supervised show: A monitored performance of display fireworks open to the public authorized by city permit.

Sec. 26-70.3. Fireworks prohibited; exceptions.

(a) The use of fireworks of any kind within the city is prohibited.

(b) Nothing in this section or division shall be construed to prohibit the use of novelty items or the carrying out of a supervised show or possession of display fireworks authorized by city permit.

Sec. 26-70.4. Sale of Fireworks.

(a) No person shall sell or permit or authorize the sale of permissible consumer fireworks to a person who is under sixteen years of age.

(b) No person shall sell or permit or authorize the sale of permissible consumer fireworks in conflict with state law.

(c) No person shall sell, possess, authorize or manufacture consumer or display fireworks unless authorized by state law or city permit.

Sec. 26-70.5. Posting of signs by persons engaged in the selling of permissible consumer fireworks; civil penalty.

(a) Prior to the sale of permissible consumer fireworks, every person engaged in the selling of permissible fireworks shall prominently display signs indicating the following:

[Additions are indicated by underline; deletions by ~~strikeout~~.]

- (1) The use of all fireworks, including permissible consumer fireworks as defined under state law, within the City of Glendale, is prohibited except as authorized by Fire Department permit.
- (2) Consumer fireworks authorized for sale under state law may not be sold to persons under the age of 16.

(b) Signs required under this section shall be placed at each cash register and in each area where fireworks are displayed for sale.

(c) In accordance with state law, the City Fire Chief or designee shall develop regulations concerning the size and color of the required signs and develop a model sign. The required sign regulations and model sign shall be posted on the City's website and filed with the City Clerk's office.

(d) Failure to comply with subsections (a) or (b) above is a civil offense punishable by a minimum fine of \$250.00.

Sec. 26-70.6. Authority to enforce violations of this division; means of enforcement.

(a) The City Fire Chief or designee, a Glendale police officer or the City Attorney may issue civil complaints to enforce violations of this division designated as civil offenses.

(b) Any person authorized pursuant to this section to issue a civil complaint may also issue a notice of violation specifying actions to be taken and the time in which they are to be taken to avoid issuance of a civil or criminal complaint.

(c) A Glendale police officer or the City Attorney may issue criminal complaints to enforce this division.

Sec. 26-70.7. Penalties.

The penalty for violating any prohibition or requirement imposed by this division is a class one misdemeanor with a minimum fine of \$275.00 unless another penalty is specifically provided for.

Sec. 26-70.8. Liability for emergency responses related to use of fireworks.

(a) A person who uses, discharges or ignites fireworks is liable for the expenses of any emergency response that is required by such use, discharge or ignition. The fact that a person is convicted or found responsible for a violation(s) of this division is prima facie evidence of liability under this section.

[Additions are indicated by underline; deletions by ~~strikeout~~.]

(b) The expenses of an emergency response are a charge against the person liable for those expenses pursuant to subsection (a) of this section. The charge constitutes a debt of that person and may be collected proportionately by the public agencies or other first responders that incurred the expenses. The liability imposed under this section is in addition to and not in limitation of any other liability that may be imposed.

SECTION 2. That the following conflicting Glendale City Code provisions are hereby amended to ensure consistency with this Ordinance and compliance with Arizona state law regulating fireworks: Glendale City Code Secs. 21-44 and 21-173. The amendments shall read as follows:

Sec. 21-44. Prohibited sales.

No person who is required to obtain a special regulatory license shall at any time display, sell, trade or otherwise distribute any of the following items within the city:

...

(4) ~~Fireworks;~~

...

Sec. 21-173. Prohibited merchandise; all markets or operations.

It shall be unlawful for any person to sell, exchange, display, offer for sale or barter at any open-air market or park-and-swap operation any of the following items of personal property:

- (1) Any live animal;
- (2) Ammunition, blasting agents, liquid petroleum gases or other combustible gases, any type of display fireworks, explosives, acids, caustics, oxidizing agents or any flammable liquids, including but not limited to, gasoline, kerosene, acetone, thinners and solvents.
- (3) The sale of permissible consumer fireworks is allowed. Before engaging in the sale of permissible consumer fireworks, every person engaged in selling, or attempting to sell permissible consumer fireworks, shall:
 - a. Comply with the Glendale City Code, Chapter 21, Licenses, Taxation, and Miscellaneous Business Regulations;

[Additions are indicated by underline; deletions by ~~strikeout~~.]

- b. Obtain an inspection certificate from the Glendale Fire Department verifying compliance with all applicable state laws pertaining to the storage, transportation, and sale of permissible consumer fireworks; and
- c. Openly and conspicuously post color copies of inspection certificates at each cash register and in each area where fireworks are displayed for sale.

SECTION 3. That the terms and provisions of this Ordinance are severable and if any section, subsection, sentence, clause, phrase or portion of this Ordinance, or any part of the Glendale City Code adopted herein by reference, is for any reason held to be invalid, unenforceable or unconstitutional by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in effect.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2012.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

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[Additions are indicated by underline; deletions by ~~strikeout~~.]



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

04/24/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Mark Burdick, Fire Chief

SUBJECT: **FIREWORKS ORDINANCE**

Purpose

This is a request for City Council to adopt an ordinance prohibiting the use of consumer fireworks within the City of Glendale limits.

Background

The use of consumer fireworks within Glendale presents a risk of injury to persons and property. The City of Glendale currently does not have an ordinance relating to consumer fireworks usage within the City of Glendale limits. This request is to enact an ordinance prohibiting the use of consumer fireworks on public as well as private property. The full ban on consumer fireworks will allow the city to be consistent with most other valley cities. Other valley cities that currently ban consumer fireworks are: Avondale, Chandler, El Mirage, Goodyear, Peoria, Phoenix, Scottsdale, Surprise, and Tempe.

Previous Council/Staff Actions

On April 3, 2012, Council discussed the fireworks ordinance during a workshop meeting and provided guidance to staff to draft an ordinance banning the use of consumer fireworks.

At the January 17, 2012 workshop, staff provided information to Council regarding the laws on fireworks, a potential fireworks ordinance as other cities have done, as well as what opportunities there are for banning the use of fireworks in the city.

During the September 6, 2011 workshop, Council requested information regarding fireworks as a Council Item of Special Interest.

Community Benefit

Prohibiting the use of consumer fireworks within Glendale, specifically on private property, protects citizen's rights to privacy and safeguards residential neighborhoods from fire damage and unwanted noise.

Recommendation

Waive reading beyond title and adopt an ordinance prohibiting the use of consumer fireworks within the City of Glendale limits.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 04/24/2012
TO: Ed Beasley, City Manager
FROM: Mark Burdick, Fire Chief
SUBJECT: FIREWORKS ORDINANCE

1. Ordinance