

City of Glendale Council Meeting Agenda

November 13, 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 administador del ayuntamiento de Glendale, al (623) 930-2870 un día hábil antes de la fecha de la junta.**

Councilmembers

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



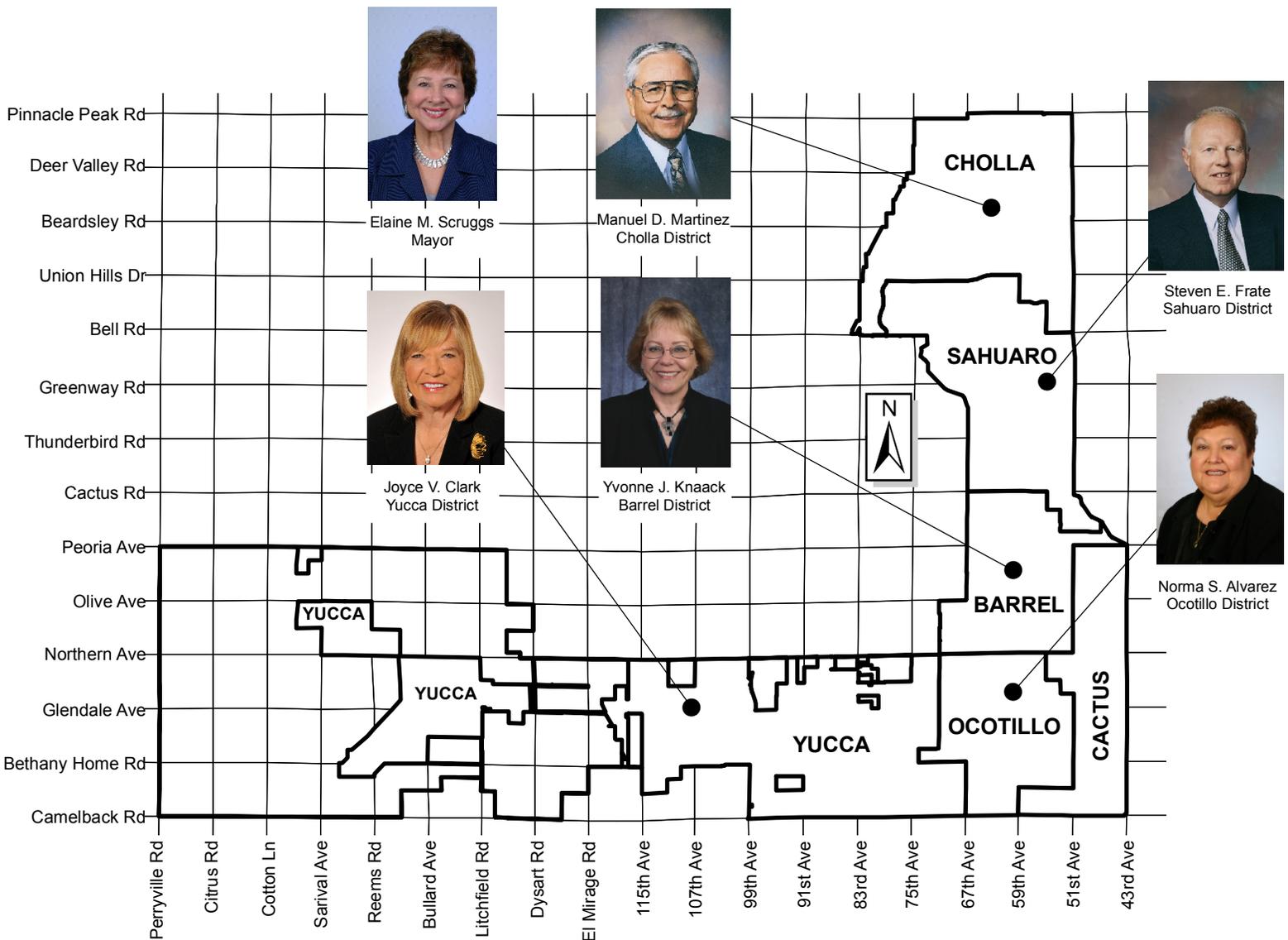
MAYOR ELAINE M. SCRUGGS
Vice Mayor Steven E. Frate - Sahuaro District

Appointed City Staff

Horatio Skeete – Acting 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
November 13, 2012
7:00 p.m.**

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

APPROVAL OF THE MINUTES OF October 23, 2012

BOARDS, COMMISSIONS AND OTHER BODIES

BOARDS, COMMISSIONS AND OTHER BODIES
PRESENTED BY: Councilmember Joyce Clark

PROCLAMATIONS AND AWARDS

RECOGNITION OF COMMUNITY SERVICE FOR ADONIS A. DENIZ, SR.
PRESENTED BY: Office of the Mayor

CONSENT AGENDA

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

1. SPECIAL EVENT LIQUOR LICENSE, AMERICAN LEGION LUKE-GREENWAY POST #1
PRESENTED BY: Susan Matousek, Revenue Administrator

2. SPECIAL EVENT LIQUOR LICENSE, GLENDALE CIVIC PRIDE AMBASSADORS FOUNDATION

PRESENTED BY: Susan Matousek, Revenue Administrator

3. SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS PADRE SERRA COUNCIL 7114

PRESENTED BY: Susan Matousek, Revenue Administrator

4. LIQUOR LICENSE NO. 5-7669, NATIVE NEW YORKER

PRESENTED BY: Susan Matousek, Revenue Administrator

5. LIQUOR LICENSE NO. 5-7712, JOE'S QUICK STOP

PRESENTED BY: Susan Matousek, Revenue Administrator

6. PURCHASE OF REFRIGERATED DRUG CABINETS

PRESENTED BY: Mark Burdick, Fire Chief

CONSENT RESOLUTIONS

7. 2012 BULLETPROOF VEST PARTNERSHIP GRANT

PRESENTED BY: Debora Black, Interim Police Chief

RESOLUTION: 4625

8. AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF ECONOMIC SECURITY

PRESENTED BY: Rebecca H. Daniel, Community Action Program Administrator

RESOLUTION: 4626

9. AMENDMENTS TO THE 2010 AND 2011 ARIZONA DEPARTMENT OF HOMELAND SECURITY SUB-GRANTEE AGREEMENTS

PRESENTED BY: Mark Burdick, Fire Chief

RESOLUTION: 4627

BIDS AND CONTRACTS

10. AGREEMENT WITH TARGET SOLUTIONS FOR ONLINE TRAINING PROGRAM

PRESENTED BY: Mark Burdick, Fire Chief

11. AWARD OF CONTRACT FOR CUSTODIAL SERVICES

PRESENTED BY: Michelle Woytenko, Deputy Public Works Director

12. REQUEST TO PURCHASE FRONTLOAD TRUCK FOR COMMERCIAL SANITATION COLLECTION

PRESENTED BY: Frank Lomeli, Deputy Public Works Director

13. REQUEST TO PURCHASE TRACTOR FOR BULK TRASH COLLECTION
PRESENTED BY: Frank Lomeli, Deputy Public Works Director

ORDINANCES

14. FISCAL YEAR 2011-12 FINAL BUDGET AMENDMENTS
PRESENTED BY: Sherry Schurhammer, Executive Director, Financial Services
ORDINANCE: 2822

15. MUNICIPAL PROPERTY CORPORATION DEBT REFINANCING
PRESENTED BY: Diane Goke, Chief Financial Officer
ORDINANCE: 2823

16. WESTERN LOOP 101 PUBLIC FACILITIES CORPORATION DEBT REFINANCING
PRESENTED BY: Diane Goke, Chief Financial Officer
ORDINANCE: 2824

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

CITIZEN COMMENTS

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

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

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

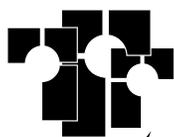
- (i) discussion or consideration of personnel matters (A.R.S. § 38-431.03(A)(1));**
- (ii) discussion or consideration of records exempt by law from public inspection (A.R.S. § 38-431.03(A)(2));**
- (iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. § 38-431.03(A)(3));**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

(vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. § 38-431.03(A)(7)).

Items Respectfully Submitted,



Horatio Skeete
Acting City Manager



GLENDALÉ

**MINUTES OF THE
GLENDALÉ CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
October 23, 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, H. Philip Lieberman and Manuel D. Martinez.

Also present were Horatio Skeete, Acting City Manager; Jamsheed Mehta, Interim 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 GLENDALÉ CHARTER

A statement was filed by the City Clerk that the 4 resolutions and 1 ordinance to be considered at the meeting were available for public examination and the title posted at City Hall more than 72 hours in advance of the meeting.

APPROVAL OF THE MINUTES OF THE OCTOBER 9, 2012 CITY COUNCIL MEETING

It was moved by Clark, and seconded by Frate, to dispense with the reading of the minutes of the October 9, 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.

BOARDS, COMMISSIONS AND OTHER BODIES

BOARDS, COMMISSIONS AND OTHER BODIES

PRESENTED BY: Councilmember Joyce Clark

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.

<u>Aviation Advisory Commission</u>			<u>Appoint</u>	<u>Expire</u>
Marc Terrill	Sahuaro	Appointment	10/23/2012	11/24/2014
<u>Board of Adjustment</u>				
Barbara Garland	Ocotillo	Appointment	10/23/2012	06/30/2014
William Toops	Barrel	Appointment	10/23/2012	06/30/2014
<u>Citizens Transportation Oversight Commission</u>				
Gerald Woodman	Yucca	Appointment	10/23/2012	07/25/2014
<u>Community Development Advisory Committee</u>				
Marcellous Sanders Jr.- Neighborhood Rep.	Ocotillo	Appointment	10/23/2012	07/10/2014
Richard Schwartz	Yucca	Reappointment	10/23/2012	07/01/2014
<u>Judicial Selection Advisory Board</u>				
Terrance Mead – Chair	Barrel	Appointment	11/29/2012	11/29/2013
Randall Warner – Vice Chair		Appointment	11/29/2012	11/29/2013
<u>Planning Commission</u>				
Paul Alexander	Yucca	Appointment	10/23/2012	03/25/2014

It was moved by Clark, and seconded by Frate, to appoint Marc Terrill to the Aviation Advisory Commission; Barbara Garland and William Toops to the Board of Adjustment; Gerald Woodman to the Citizens Transportation Oversight Commission; Marcellous Sanders Jr. as the Neighborhood Representative and Richard Schwartz to the Community Development Advisory Committee; Terrance Mead and Randall Warner to the Judicial Selection Advisory Board; and Paul Alexander to the Planning Commission, for the terms listed above. The motion carried unanimously.

Mayor Scruggs called those in attendance forward and issued the Oath of Office.

CONSENT AGENDA

Items on the consent agenda are intended to be acted upon in one motion.

Mr. Horatio Skeete, Acting City Manager, read agenda item numbers 1 through 8 and Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 9 and 10 by number and title.

1. SPECIAL EVENT LIQUOR LICENSE, OUR LADY OF PERPETUAL HELP

PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a special event liquor license for Our Lady of Perpetual Help. The event will be held at Our Lady of Perpetual Help located at 5614 West Orangewood Avenue on Friday, October 26, from 4 p.m. to 10 p.m. and Saturday and Sunday,

October 27 and 28, 2012, from 7 a.m. to 10 p.m. The purpose of this special event liquor license is for a fundraiser.

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

2. SPECIAL EVENT LIQUOR LICENSE, HORSES HELP FOUNDATION, INC.

PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a special event liquor license for the Horses Help Foundaion, Inc. The event will be held at University of Phoenix Stadium's Great Lawn located at 1 North Cardinals Drive on Saturday, October 27, 2012, from 9 a.m. to 5 p.m. The purpose of this special event liquor license is for a fundraiser.

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

3. SPECIAL EVENT LIQUOR LICENSE, ST. HELEN COUNCIL 11738 KNIGHTS OF COLUMBUS

PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a special event liquor license for St. Helen Council 11738 Knights of Columbus. The event will be held at St. Helen's Social Center located at 5510 West Cholla Street on Saturday, October 27, 2012, from 6 p.m. to 11 p.m. The purpose of this special event liquor license is for a fund raiser.

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

4. SPECIAL EVENT LIQUOR LICENSE, CITY OF GLENDALE SPECIAL EVENTS DIVISION

PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve four special event liquor licenses for the City of Glendale Special Events Division to produce Glendale's 2012-13 signature festival season. The following events will be held in downtown Glendale, located at 58th Avenue and Glenn Drive.

Glendale Glitters Spectacular Weekend:

Friday, November 23, 2012, from 5-10 p.m.

Saturday, November 24, 2012, from 5-10 p.m.

Glendale's Winter Wonderland:

Friday, December 7, 2012, from 6-10 p.m.

Saturday, December 8, 2012, from 6-10 p.m.

Glendale Glitter & Glow Block Party:

Saturday, January 12, 2013, from 4-10 p.m.

Glendale's Chocolate Affaire:

Friday, February 8, 2013, from 5-10 p.m.

Saturday, February 9, 2013, from 10 a.m.-10 p.m.

Sunday, February 10, 2013, from noon-5 p.m.

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

5. LIQUOR LICENSE NO. 1-43280, THE GLENDALE PUBLIC MARKET

PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a person-to-person, location-to-location transferable series 7 (Bar - Beer and Wine) license for The Glendale Public Market located at 5650 North 55th Avenue. The Arizona Department of Liquor Licenses and Control application (No. 07070360) was submitted by Travis Allen Brown.

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

6. LIQUOR LICENSE NO. 5-6377, CHEVYS FRESH MEX

PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Chevys Fresh Mex located at 7700 West Arrowhead Town Center, #2199. The Arizona Department of Liquor Licenses and Control application (No. 12079234) was submitted by David Howell Wilton.

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

7. LIQUOR LICENSE NO. 5-6703, MARISCOS VUELVE A LA VIDA FISH/MEAT MARKET & RESTAURANT

PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Mariscos Vuelve A La Vida Fish/Meat Market & Restaurant located at 5630 West Camelback Road, Suite 103. The Arizona Department of Liquor Licenses and Control application (No. 12079266) was submitted by Theresa June Morse.

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

8. LIQUOR LICENSE NO. 5-7514, PRONTO MART

PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a new, non-transferable series 10 (Liquor Store - Beer and Wine) license for Pronto Mart located at 5635 North 59th Avenue. The Arizona Department of Liquor Licenses and Control application (No. 10076325) was submitted by Abraham Saliba Sayegh.

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

CONSENT RESOLUTIONS

9. LETTER ADDENDUM TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNALS ON GRAND AVENUE

PRESENTED BY: Debbie Albert, Principal Engineer, Transportation Services
RESOLUTION: 4621

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a letter addendum to an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for maintenance and operation of signals and highway lighting along Grand Avenue within the City of Glendale. This addendum will update the list of signalized intersections covered in the IGA to reflect current conditions.

Resolution No. 4621 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF LETTER ADDENDUM TWO TO IGA/JPA 80-008I WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS AND/OR HIGHWAY LIGHTING ALONG US 60 (GRAND AVENUE) IN THE CITY OF GLENDALE.

10. CONTRACT CHANGE ORDERS WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT FUNDS

PRESENTED BY: Cathy Colbath, Transit Administrator, Transportation Services
RESOLUTION: 4622

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into three contract change orders to intergovernmental agreements (IGAs) with the City of Phoenix for acceptance of Federal Transit Administration grant funds for transit services.

Resolution No. 4622 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 THREE

CONTRACT CHANGE ORDERS WITH THE CITY OF PHOENIX FOR PASS-THROUGH GRANT FUNDING FOR TRANSIT SERVICES.

It was moved by Lieberman and seconded by Clark, to approve the recommended actions on Consent Agenda Item Nos. 1 through 10, including the approval and adoption of Resolution No. 4621 New Series and Resolution No. 4622 New Series; and to forward Special Event Liquor License Applications for Our Lady of Perpetual Help, Horses Help Foundation, Inc., St. Helen Council 11738 Knights of Columbus, City of Glendale Special Events Division for charity fundraisers and Liquor License Application No. 1-43280 for The Glendale Public Market, No. 5-6377 for Chevy's Fresh Mex, No. 5-6703 for Mariscos Vuelve A La Vida Fish/Meat Market and Restaurant and No. 5-7514 for Pronto Mart to the State of Arizona Department of Liquor Licenses and Control, with the recommendation for approval. The motion carried unanimously.

LAND DEVELOPMENT ACTIONS

11. FINAL PLAT APPLICATION FP10-01: F & R REDFIELD LUXURY HOMES – 6675 WEST REDFIELD ROAD

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

This is a request by ESCA Environmental, Inc. for City Council to approve the final plat for F & R Redfield Luxury Homes, a single-family subdivision located at the southeast corner of 67th Avenue and Redfield Road. Staff recommends approval of Final Plat application FP10-01.

Vice Mayor Frate stated this project was in the Sahuaro District. He said it had been put on hold because of the recession and was glad to see it finally come forward for the final plat. He hopes to see some new homes built next year in that area.

Mayor Scruggs agreed that this was pretty exciting. She commented she drives past there just about every single day and it's exciting to know there are going to be homes there and they sound very, very nice. So for people that might be looking for a new home, this is going to be a great place.

It was moved by Frate, and seconded by Martinez, to approve the final plat for F & R Redfield Luxury Homes, a single-family subdivision located at the southeast corner of 67th Avenue and Redfield Road. Staff recommends approval of Final Plat application FP10-01. The motion carried unanimously.

12. FINAL PLAT APPLICATION FP12-01: CARMEL ESTATES – 19268 NORTH 54TH AVENUE

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

This is a request by Mandalay Communities, Inc. for City Council to approve the final plat for Carmel Estates, a Planned Residential Development, located south of the intersection of the 54th Avenue and Topeka Drive. Staff recommends approval of Final Plat application FP12-01.

Councilmember Martinez asked about the time frame for the cleanup of the property. Mr. Jon M. Froke, AICP, Planning Director, stated he would defer that question to the applicant, however, this was the final step needed as far as the city was concerned as far as approvals.

Mr. Dwayne Hun, applicant's representative, Mandalay Communities, explained the plan once they receive the final plat from the city, they will be able to seek and finalize financing for development. Once the funds are released, they should move forward within 30 to 60 days. Councilmember Martinez was glad to hear they were moving forward with this project since the neighborhood has been waiting a long time for the property to be cleaned up and developed.

It was moved by Martinez, and seconded by Knaack, to approve the final plat FP12-01 for Carmel Estates, a Planned Residential Development, located south of the intersection of the 54th Avenue and Topeka Drive. The motion carried unanimously.

BIDS AND CONTRACTS

13. CONSTRUCTION AGREEMENT – GLENDALE PUBLIC HOUSING BATHROOM REMODEL

PRESENTED BY: Elaine Adamczyk, Housing Services Administrator

This is a request for City Council to authorize the City Manager to enter into a construction agreement with McKenna Contracting, LLC, in an amount not to exceed \$89,125.92. This construction agreement will allow the City of Glendale's Community Housing Division to continue the repair, and replacement of aging components in up to 18 bathrooms within Glendale Public Housing.

It was moved by Clark, and seconded by Lieberman, to authorize the City Manager to enter into a construction agreement with McKenna Contracting, LLC, in an amount not to exceed \$89,125.92. This construction agreement will allow the City of Glendale's Community Housing Division to continue the repair, and replacement of aging components in up to 18 bathrooms within Glendale Public Housing. The motion carried unanimously.

14. LANDSCAPE SPRINKLER IRRIGATION SERVICE

PRESENTED BY: Erik Strunk, Executive Director, Parks, Recreation & Library Services

This is a request for City Council to authorize the City Manager to enter into a professional service agreement with Mariposa Landscape Arizona, Inc. in the amount not to exceed \$113,697.96 for the maintenance and operation of the park and facility sprinkler and drip irrigation systems.

It was moved by Knaack, and seconded by Martinez, to authorize the City Manager to enter into a professional service agreement with Mariposa Landscape Arizona, Inc. in the amount not to exceed \$113,697.96 for the maintenance and operation of the park and facility sprinkler and drip irrigation systems. The motion carried unanimously.

ORDINANCES

15. UPDATING CONSTRUCTION CODES

PRESENTED BY: Deborah Mazoyer, Building Safety Director

ORDINANCE: 2821

This is a request for City Council to pass an ordinance adopting the most current editions of the building construction codes, which will update the city's codes to be consistent with the latest construction industry standards and ensure safety and consistency in construction in Glendale.

Staff is requesting Council waive reading beyond the title and adopt an ordinance amending the Code of the City of Glendale: Chapter 9, Buildings and Building Regulations with an effective date of December 1, 2012.

Councilmember Clark asked if all of the proposed changes were contained in the Council's books. Deborah Mazoyer, Building Safety Director, replied yes.

Councilmember Clark asked if everyone with an attached garage or gas appliances would have to have a carbon monoxide detector or was this for future building. Ms. Mazoyer stated this was for future construction and remodeling. However, if they have an attached garage or gas fireplace they would need to install a carbon monoxide detector.

Councilmember Clark inquired as to the tamper resistant receptacles that are now required in all dwellings to protect children from shocks and burns. She asked if this only applied to new construction and remodels. Ms. Mazoyer replied this applied to new construction and for remodeling but only required for that part that was remodeled. Councilmember Clark remarked the carbon monoxide detector would have to be a retro-fit throughout the house for remodels. Ms. Mazoyer said she was correct.

Councilmember Clark commented about faulty PVC piping code concerns. She asked if the codes used allow for the use of PVC piping for water installation in homes. Ms. Mazoyer explained PVC piping was used, however, the piping has been redesigned and no further problems have occurred.

Mayor Scruggs asked Ms. Mazoyer to define an attached garage.

Ms. Mazoyer indicated the garage would be enclosed having a door coming into the home.

Mayor Scruggs clarified so a regular garage, she was thinking an attached garage is separate. Okay, so it's what we all have in our homes. And the carbon monoxide, that would apply to all of us. Thank you very much.

Ordinance No. 2821 New Series was read by number and title only, it being AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE, CHAPTER 9, ARTICLE II, REGARDING THE ADOPTION OF AND AMENDMENTS TO THE TECHNICAL CODES RELATING TO BUILDINGS AND BUILDING REGULATIONS; AND SETTING FORTH AN EFFECTIVE DATE.

It was moved by Martinez, and seconded by Knaack, to approve Ordinance No. 2821 New Series. Motion carried on a roll call vote, with the following Councilmembers voting “aye”: Alvarez, Clark, Lieberman, Knaack, Martinez, Frate, and Scruggs. Members voting “nay”: none.

RESOLUTIONS

16. MAIN EXTENSION AGREEMENT WITH EPCOR WATER ARIZONA, INC. TO SUPPLY WATER FOR NORTHERN PARKWAY LANDSCAPING

PRESENTED BY: Terry Johnson, AICP, Deputy Director, Transportation Services

RESOLUTION: 4623

Staff is requesting City Council waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a main extension agreement with EPCOR Water Arizona, Inc. (EPCOR) to supply water for Northern Parkway landscaping. This agreement will allow for construction of a waterline extension needed to deliver irrigation water to the landscaping along Northern Parkway.

Resolution No. 4623 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 MAIN EXTENSION AGREEMENT WITH EPCOR WATER ARIZONA INC. FOR THE CONSTRUCTION AND SUBSEQUENT OWNERSHIP TRANSFER OF A WATERLINE EXTENSION NEEDED TO DELIVER IRRIGATION WATER TO THE LANDSCAPING ALONG NORTHERN PARKWAY.

It was moved by Knaack, and seconded by Martinez, to pass, adopt and approve Resolution No. 4623 New Series. The motion carried unanimously.

17. LOOP 303 CORRIDOR

PRESENTED BY: Jon M. Froke, AICP, Planning Director,
Craig Johnson, P.E., Executive Director, Water Services,
Dave McAlindin, Assistant Director, Economic Development

RESOLUTION: 4624

This is a request for City Council to adopt a resolution authorizing the City of Glendale to enter into a Pre-Annexation Development Agreement (PADA) and an agreement for Future Wastewater and Recycled Water Services (Wastewater Agreement). The PADA is between the city and participating landowners within the Loop 303 Corridor Development Group (Owners) in order to facilitate the annexation of the Owners’ properties and the development of those properties within the City of Glendale. The Wastewater Agreement between the city and a private company, Global Water Resources Inc. and its subsidiary (Global), will further efforts for the provision of wastewater services by a viable private provider within the Loop 303 Corridor.

Staff is requesting Council waive reading beyond the title and adopt a resolution authorizing the City of Glendale to enter into a PADA and an Agreement for Future Wastewater and Recycled Water Services.

Councilmember Clark congratulated the principles involved in this project. She said it has been a very long time coming. She praised them on their persistence in reaching this exciting objective.

Mayor Scruggs thanked them for their willingness to work to make this a reality.

Resolution No. 4624 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 THE FOLLOWING TWO AGREEMENTS TO FACILITATE THE ANNEXATION AND DEVELOPMENT OF PROPERTIES WITHIN THE LOOP 303 CORRIDOR: (1) PRE-ANNEXATION DEVELOPMENT AGREEMENT FOR LOOP 303 PHASE 1 UTILITY GROUP AND (2) AGREEMENT FOR FUTURE WASTEWATER AND RECYCLED WATER SERVICES; AND DIRECTING THAT THE CITY CLERK RECORD ANY AND ALL NECESSARY DOCUMENTS.

It was moved by Clark, and seconded by Frate, to pass, adopt and approve Resolution No. 4624 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 1:30 p.m. in Room B-3 of the City Council Chambers on Tuesday, October 30, 2012, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. It was further moved to vacate the workshop scheduled for November 6, 2012. The motion carried unanimously.

CITIZEN COMMENTS

Rod Williams, an Ocotillo resident, stated he received another scare flyer. He said the flyer was put out by a lobbyist that doesn't even live in Glendale. That was what he called a carpet bagger.

Gary Lamme, a Sahuaro resident, stated that cutting positions in the police department was an option that should not be considered. However, should the city decide to close the libraries, adult center or channel 11, his family and others would not be placed in harm's way. He noted that without an adequate police force, they will all be vulnerable to home invasions and burglaries or much worse. He urged them to reconsider further employee cuts in the police department such as Marie Sheppard who brings in volunteers. He talked about the volunteering he does in the fingerprinting department which brings in revenue to the city at no cost. He restated his position on the importance of volunteers in the police department as well as Ms. Sheppard's position which he feels was vital to the city.

Ken Jones, an Ocotillo resident, said he was surprised the Council had only two more Council meetings this year. He noted it was the last two meetings for three or four Councilmembers. He stated this was also the last meeting for the best Councilmember Glendale has had for several years. However, Councilmember Lieberman has been out-voted many times by Councilmembers that like to spend money. He would like to see Councilmember Lieberman leave with his head held up high because he has done what is right and just for the public. He added Councilmember Lieberman has been an inspiration to many in the community. He stated there should be no more city lay-offs as long as the city has money for the Coyotes. He mentioned Councilmember Knaack's letter and believes it was trying to scare city workers about losing their jobs if the sales tax does not go through. He explained that four Councilmembers were throwing everything that mattered out the window just to keep hockey in Glendale while using scare tactics.

Bonnie Steiger, a Sahuaro resident, stated she has been a Glendale resident for over 35 years. She was tired of hearing the candidates slam one another in this election. She was sick of listening to the bickering when they should be telling the public their views on the issues. She believes the candidates were lacking humility and would like to see a better election. She said this election makes her not want to vote.

Arthur Thruston, a Cactus resident, said this had been a most interesting year for him because of the rewards he had offered the city on different things and his open advice to the city. He noted this was also an end to a 20 year era in Glendale with part of it starting tonight with this being Councilmember Lieberman's last evening meeting. He said this was not the end of Glendale but the beginning with a new era starting in January. He thanked everyone who has worked in Glendale for the last 20 years and hopes the new group can pick up the good and continue on into the future. He congratulated Councilmember Lieberman on the fabulous and tireless job he has done for the people in the community.

Clayton Kuhn, a Cactus resident, stated it was time for the Council to step up and take accountability for the idiocy of the sales tax and for supporting the hockey team. He talked about the difficulties an increase in sales tax causes for people on a fixed income. He disapproves of making cuts in the police department when crime was on the rise. He said he cannot afford any more sales taxes and cannot deal with it anymore. He thanked Councilmember Lieberman for his work on the Council.

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Alvarez asked the Council to consider having the public speak at the beginning of the meeting not the end. She believes this would enable more of the public to speak. She asked the Council to consider some of the public's comments and think about what they are doing to their residents. The reason this election has been so ugly is because people only think of themselves not the people. She said they all should be very careful when making accusations to anyone on the Council or in the audience since they might make them prove it. She also believes if the city were to do an audit starting in 2003, it will help eliminate much of the gossip and criticism. She said if they had nothing to hide, they should consider doing so. She asked Mayor Scruggs before she leaves to consider having people speak at the beginning of meetings.

Councilmember Lieberman asked Councilmember Martinez to get his Code of Ethics book out because he will probably violate it. However, he would like to challenge him to an open meeting to go over all the references. He thanked all his wonderful friends in the Cactus District and told them their district just gave \$3,000 to the Food Bank. Their district also gave \$1,500 to Independence High School for football jerseys. They also on behalf of the veterans gave \$1,000 to Packages from Home. He noted that he hopes his replacement contributes to the community and does not waste their money on mailings. He commented on an article from a person running for his office seat stating it was time to rescue the Cactus District from neglect, oversight and deterioration. He said this was amusing since he was voted in five times by the residents of the Cactus District and has worked tirelessly for the city for 40 years.

Councilmember Lieberman stated he was shocked and would like to apologize for the Police Chief because he cannot believe she knew about what this candidate was saying about him. He said it must be in violation of the Charter. He said that her picture was on the mailing and added he was very upset about this matter. He said he has not been this upset in 21 years. It was his understanding that all staff had to stay out of local politics and if not true, the Council is delinquent in not enforcing that aspect. He stated he was apologizing to the Chief of Police because he refuses to believe that she knew this was going to take place.

Councilmember Lieberman said he has really enjoyed his 20 years in service to Glendale. He remarked on the many Boards and Commissions he was on during that 20 year span. He thanked city staff for working with him and for all they have helped him accomplish throughout the years. He will personally miss everyone and would also like to thank everyone from the bottom of his heart. He stated his plans were to leave for California to be near his children, grand children, and great grand children. He thanked everyone on the Council individually for working with him. He thanked Mayor Scruggs and added that they did not always agree but she has always tried to do her best. He stated he was proud to have worked with her and for her for 18 ½ years. He also thanked everyone for being here tonight.

Vice Mayor Frate commented on last weekend's Downtown's Porch Festival which was very well attended. He also mentioned the wonderful Western Festival that was held at Sahuaro Ranch Park. He stated the public does not have to go out of town to have a great time at a festival when they can get it in Glendale. He reminded everyone to watch children around water.

Councilmember Martinez thanked the people who attended his open house last Saturday. He especially thanked staff for their outstanding job in helping the citizens with their questions and observations regarding the critical matters facing the city.

Mayor Scruggs thanked everyone for attending. She was not going to say good-bye to Councilmember Lieberman. She thought he had about another seven days until he left and he would be in his office until the last minute. She had no doubt he would keep working the whole time. So thanks for all the good words but she was not going to say good-bye yet, okay. Thank you all this evening.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:19 p.m.

Pamela Hanna - City Clerk



CITY COUNCIL REPORT

Meeting Date: **11/13/2012**
 Meeting Type: **Voting**
 Title: **BOARDS, COMMISSIONS & OTHER BODIES**
 Staff Contact: **Kristen Krey, Council Services Administrator**

Purpose and Recommended Action

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.

Audit Committee

Art Dobbelaere	Cholla	Appointment	11/13/2012	01/02/2013
Roger Schwierjohn	Sahuaro	Appointment	11/13/2012	01/02/2013
Vice Mayor Steven Frate	Sahuaro	Appointment	11/13/2012	01/02/2013
Councilmember Joyce Clark	Yucca	Appointment	11/13/2012	01/02/2013

Aviation Advisory Commission

Robert Irons Jr.	Cholla	Reappointment	11/24/2012	11/24/2013
Victoria Rogen	Mayoral	Reappointment	11/24/2012	11/24/2014

Citizens Transportation Oversight Commission

William Sheldon	Mayoral	Reappointment	11/25/2012	11/25/2014
Joyce Stribling	Yucca	Reappointment	11/25/2012	11/25/2014

Commission on Neighborhoods

Davita Solter	Sahuaro	Appointment	11/13/2012	06/30/2014
Leslie Sheeler	Ocotillo	Appointment	11/13/2012	06/30/2014
John Geurs – Vice Chair	Ocotillo	Appointment	11/13/2012	06/30/2013

Community Development Advisory Committee

Matthew Versluis	Barrel	Appointment	11/13/2012	07/23/2014
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Glendale Municipal Property Corporation

Ron Cantrell	Yucca	Reappointment	12/01/2012	12/01/2013
Art Dobbelaere	Cholla	Reappointment	12/01/2012	12/01/2013
Donald Knafels	Cactus	Reappointment	12/01/2012	12/01/2013
Leland Peterson	Cactus	Reappointment	12/01/2012	12/01/2013
Roger Schwierjohn	Sahuaro	Reappointment	12/01/2012	12/01/2013
Leland Peterson – Chair	Cactus	Reappointment	12/01/2012	12/01/2013



CITY COUNCIL REPORT

Library Advisory Board

Susan Sommer	Cactus	Appointment	11/13/2012	04/13/2014
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Personnel Board

Herbert Haley	Yucca	Reappointment	12/22/2012	12/22/2014
Bud Zomok	Ocotillo	Appointment	12/22/2012	12/22/2014
Richard Westby – Chair	Mayoral	Appointment	12/22/2012	12/22/2013
Herbert Haley – Vice Chair	Yucca	Appointment	12/22/2012	12/22/2013



CITY COUNCIL REPORT

Meeting Date: **11/13/2012**
Meeting Type: **Voting**
Title: **RECOGNITION OF COMMUNITY SERVICE FOR ADONIS A. DENIZ, SR.**
Staff Contact: **Erik Strunk, Executive Director, Parks, Recreation & Library Services**

Purpose and Recommended Action

This is a request for City Council to recognize Mr. Adonis A. Deniz, Sr. for his service to the Commission on Persons with Disabilities and present a plaque of recognition to Mr. Deniz, Sr. for his contributions and dedicated service to the citizens of Glendale.

Background Summary

The Commission on Persons with Disabilities advises the City Council on issues, regulations or policies affecting the city's disabled population and their contributions and their involvement in the community. The Commission also works as a link between the citizens and city staff to address and advocate for citizens facing accessibility issues in the community.

During Mr. Deniz' tenure on the Commission on Persons with Disabilities, the Commission accomplished significant achievements for the disabled population such as enhanced striping and signage of important intersections in Glendale that are highly used by citizens in wheelchairs. Additional achievements include enhancements to the Commission's website to increase outreach to the disabled population and posting Glendale's procedures for filing a grievance under the Americans with Disabilities Act on the Commission's website.

Mr. Adonis A. Deniz, Sr. served on the Commission on Persons with Disabilities from 2010-2012. He is to be commended for his community service.



CITY COUNCIL REPORT

Meeting Date: **11/13/2012**
Meeting Type: **Voting**
Title: **SPECIAL EVENT LIQUOR LICENSE, AMERICAN LEGION LUKE-GREENWAY POST #1**
Staff Contact: **Susan Matousek, Revenue Administrator**

Purpose and Recommended Action

This is a request for City Council to approve a special event liquor license for the American Legion Luke-Greenway Post #1. The event will be held at the University of Phoenix Stadium's Parking Lot located at 1 N. Cardinals Drive on Friday, November 30, from 4 p.m. to midnight; Saturday, December 1 from noon to midnight; and Sunday, December 2, 2012, from noon to 7 p.m. The purpose of this special event liquor license is for fundraising at the Holiday Festival.

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

Background Summary

If this application is approved, the total number of days expended by this applicant will be three 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.

Attachments

Staff Report

Liquor License Attachments

Police Calls for Service Report



STAFF REPORT

Meeting Date: **11/13/2012**
To: **Horatio Skeete, Acting City Manager**
From: **Susan Matousek, Revenue Administrator**
Title: **SPECIAL EVENT LIQUOR LICENSE, AMERICAN LEGION LUKE-
GREENWAY POST #1**

General Information

Request: Special Event Liquor License
Location: 1 N. Cardinals Drive
District: Yucca
Zoned: PAD (Planned Area Development)
Applicant: Steven A. Blank
Owner: American Legion Luke-Greenway Post #1

Background

1. The event will be held on Friday, November 30, from 4 p.m. to midnight; Saturday, December 1, from noon to midnight; and Sunday, December 2, 2012, from noon to 7 p.m.
2. The total number of days expended by this applicant will be three out of the allowed 10 days per calendar year.
3. The purpose of this event is for fundraising at the Holiday Festival.
4. Proceeds from this event go to the American Legion Luke-Greenway Post #1 and E & M Entertainment.

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.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

**Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)

1. Name of Organization: LUKE GREENWAY POST #61 THE AMERICAN LEGION

2. Non-Profit/I.R.S. Tax Exempt Number: [REDACTED]

3. The organization is a: (check one box only)

- Charitable Fraternal (must have regular membership and in existence for over 5 years)
 Civic Religious Political Party, Ballot Measure, or Campaign Committee

4. What is the purpose of this event? on-site consumption off-site consumption (auction) both
HOLIDAY FESTIVAL

5. Location of the event: 1 CARDINALS DRIVE GLENDALE MARICOPA 85305
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: BLANK STEVEN A [REDACTED]
Last First Middle Date of Birth

7. Applicant's Mailing Address: [REDACTED]
Street City State Zip

8. Phone Numbers: () () [REDACTED]
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M. P.M.	To A.M. P.M.
Day 1:	<u>11-30-12</u>	<u>FRIDAY</u>	<u>4:00 PM</u>	<u>12:00 AM</u>
Day 2:	<u>12-1-12</u>	<u>SATURDAY</u>	<u>12:00 PM</u>	<u>12:00 AM</u>
Day 3:	<u>12-2-12</u>	<u>SUNDAY</u>	<u>12:00 PM</u>	<u>7:00 PM</u>
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

*Disabled individuals requiring special accommodations, please call (602) 542-9027

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 5 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 AMERICAN LEGION POST 1 25%
Percentage

Address 364 N. 7TH AVENUE PHX AZ

Name E & M ENTERTAINMENT 75%
Percentage

Address 13440 N. 44TH ST. STE. 1178 PHX, AZ. 85032

(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 E-CHAIN LINK
___ # Security personnel Barriers

POLICE: (FRIDAY) 9 OFFICERS; (SATURDAY) 9 OFFICERS, (SUNDAY) 7 OFFICERS
SECURITY: 37 STAFF MEMBERS (FRIDAY + SATURDAY); 27 STAFF (SUNDAY)
BAG CHECK ALSO TO BE CONDUCTED

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

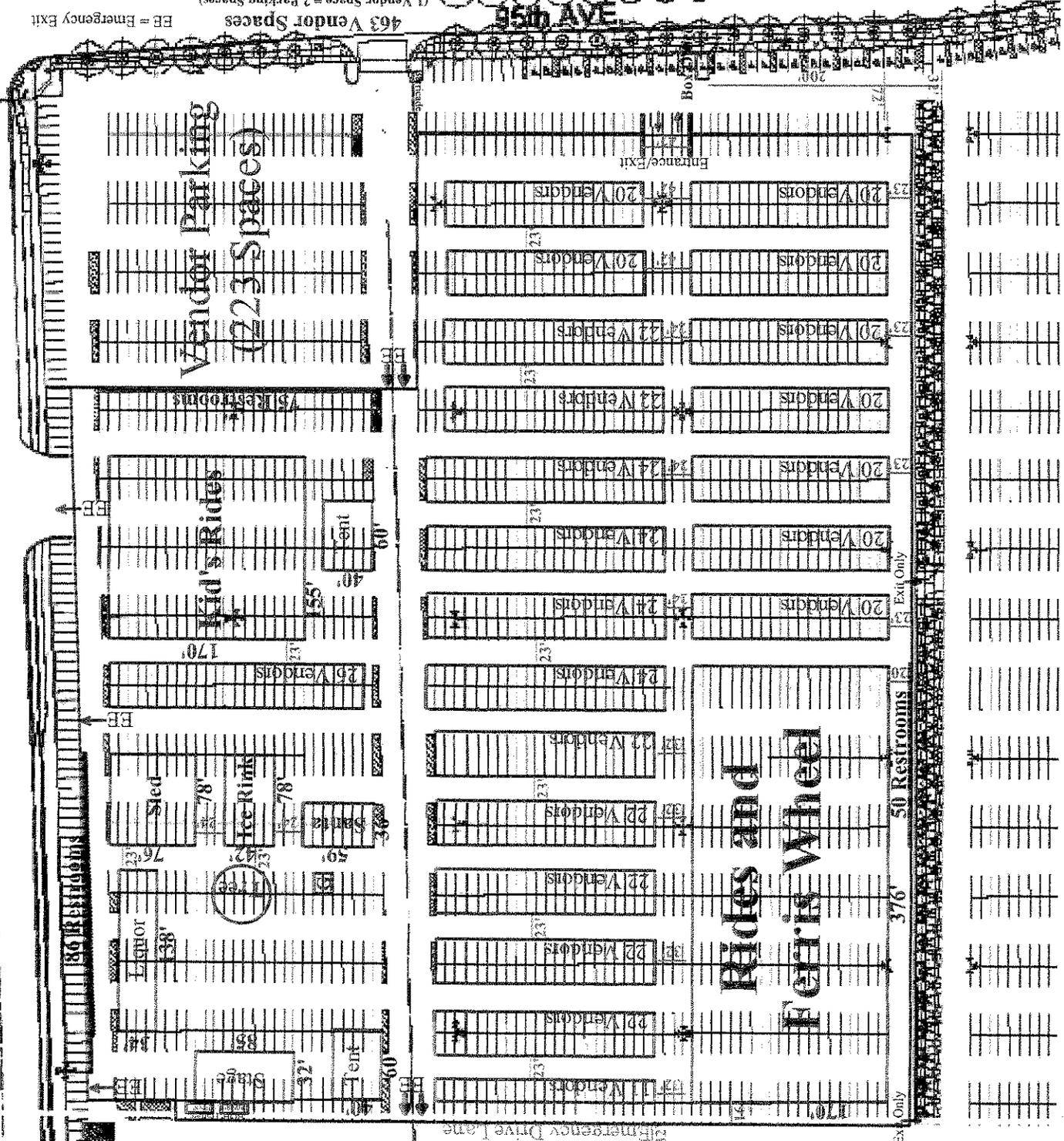
(ATTACH COPY OF AGREEMENT)

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.

Emergency Drive Lane

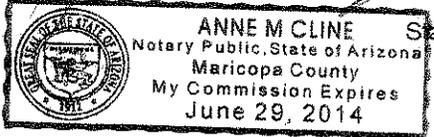
463 Vendor Spaces
(1 Vendor Space = 2 Parking Spaces)
211 Restrooms (1 RR = 3'x3')
EB = Emergency Exit



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

18. I, ALVIN WSKLOVEY 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) 9/COMAR (Title/Position) 10-17 (Date) (623) 810-0233 (Phone #)



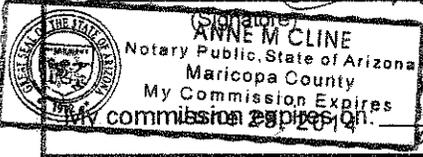
State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 10 October 2012
Day Month Year

My Commission expires on: June 29, 2014 (Date) [Signature] (Signature of NOTARY PUBLIC)

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

19. I, STEVEN A. BLANK 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



10 October 2014
Day Month Year

June 29, 2014 (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, _____ hereby recommend this special event application
(Government Official) (Title)
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)

Liquor Operations Service Agreement

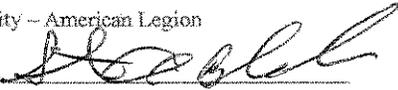
This Agreement is entered into as of this 23rd day of September, 2012, by and between Events Plus Inc. and American Legion Post 1, an Arizona non-profit public benefit corporation conducting business in the state of Arizona. American Legion Post 1 desires to engage Events Plus Inc. for the purpose of providing liquor-related services, operations and staffing for the 2012 Winterfest taking place at University Of Phoenix Stadium in Glendale on November 30th through December 2nd and Events Plus desires to perform those services set within the below Agreement.

1. Events Plus Agrees to Provide:
 - a. Management of all liquor inventory, sales, distribution, storage and control.
 - b. Bartending services for all public areas.
 - c. Staffing for all of the services.
 - d. Other support as needed for the bartending services.
 - e. Supervision and direction of the collection of income from the Liquor Operations.
 - f. Arrange for the maintenance of complete books of account and records for the Liquor Operations.
 - g. Displaying of the Liquor License in accordance with Liquor Laws and the State of Arizona.
 - h. Perform such other tasks as are usual and customary in the operation of an alcoholic beverage operation at an event including, but not limited to, alcohol lock-up, inventory control procedures, and proper identification process of patrons.
 - i. Liquor Liability Insurance listing American Legion Post 1 Jeff Frain and Steven Blank as additionally insured.
2. American Legion Post 1 Agrees to Provide:
 - a. The Liquor License for 2012 Winterfest in accordance with State of Arizona Liquor Laws
 - b. The Alcohol Permits for 2012 Winterfest.

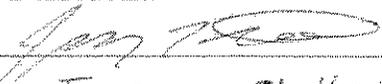
PAYMENT OF FEES:

1. Events Plus Inc will pay American Legion Post 1, 25% of the gross alcohol sales in accordance with A.R.S. 4-203.02. In return for beverage management and staffing services American legion Post 1 will pay Events Plus Inc a total of 15% of the gross beverage fees

Charity – American Legion

Sign 
Print STEVEN A. BLANK
Phone 602-708-3275

Events Plus Inc.

Sign 
Print Jeffrey Frain, Staffed
Phone (602) 843-0036



City of Glendale
 5850 W. Glendale Ave.
 Glendale, AZ 85301
 www.glendaleaz.com/taxandlicense

SPECIAL EVENT LIQUOR APPLICATION

FOR CITY USE ONLY

L15 L16

Amount Due: _____

Account #

Event Information

Event Business Location Name: CARDINAL STADIUM PARKING LOT

Event Address: 1 CARDINAL DRIVE

Name of person filling out this form: STEVEN BLANK

Phone Number: _____ Address: _____

What is your relationship to the business? Agent Owner Attorney Consultant Other CHARITY

If different from the person filling out this form, provide event contact person below,

Event Contact Name: ERICA MONTE

Phone Number: _____ Address: _____

What is their relationship to the business? Agent Owner Attorney Consultant Other _____

If "Other," please describe your relationship to the business: _____

Event Sponsor Information

Organization Name: AMERICAN LEGION POST 1

Organization Address: 364 W. 7TH AVE PHX, AZ

Federal ID Number: _____

Dates & Hours of Event

Date	Hours	Date	Hours
Day 1: <u>11-30-12</u>	<u>4:00 PM - 12:00 AM</u>	Day 6: _____	_____
Day 2: <u>12-1-12</u>	<u>12:00 PM - 12:00 AM</u>	Day 7: _____	_____
Day 3: <u>12-2-12</u>	<u>12:00 PM - 7:00 PM</u>	Day 8: _____	_____
Day 4: _____	_____	Day 9: _____	_____
Day 5: _____	_____	Day 10: _____	_____

Event Activities

Patron Dancing Yes No Cover Charge Yes No If yes, Amount \$ _____

Live Entertainment Yes No If yes, Type ROCK, Salsa, MUSIC

Adult Entertainment Yes No Outdoor dining Yes No

Food Served Yes No Outdoor Alcohol Consumption Yes No

FOR CITY USE ONLY



[Empty dotted box for Account#]

Event Fencing

Will there be fencing? Yes No

If yes: Type of Material CHAIN LINK

Height of Fence 6'

Number of Exit Gates 3 NORMAL
1 EMERGENCY

Width of Exit Gate(s) SEE MAP

Event Parking

Is Parking Area Exclusively for this Location? Yes No If yes: How many parking spaces? _____

Will any part of the event be in a Parking Lot? Yes No Shared with other businesses? Yes No

Will there be Vendors Outside? Yes No If yes: How many? SEE MAP

Permit Requirements*

Have you contacted the City Planning Department about any potential zoning restrictions or Use Permit requirements that may apply to this property or business? Yes No

If "NO," please contact Development Services Center at 623-930-2800 or visit them on the 2nd Floor of Glendale City Hall, 5850 W Glendale Avenue.

**Please note that approval of a Permit does not guarantee that you will be issued a liquor license.*

Interpreter Language

The applicant or agent may be asked to answer questions regarding this liquor application at the City Council meeting. The City can provide Spanish interpretation at no cost to the applicant.

Do you want to request Spanish interpretation assistance for the City Council meeting? Yes No

I swear or affirm I have read all of the above questions and have personally provided all of the information to the best of my knowledge and belief and that all of it is true. I understand that all information regarding ownership of the business is very important and relevant to the processing of my application. I understand that if I provide any false information in this application, it may result in either a recommendation of disapproval of this application by the City of Glendale, criminal charges being filed against me, or both.

[Handwritten Signature]

(Signature of person filling out this form)

12-5-12

(Date)

PLEASE SUBMIT THIS FORM ALONG WITH THE ARIZONA STATE LIQUOR LICENSE & CONTROL SPECIAL EVENT LIQUOR LICENSE APPLICATION



12-121

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 10-19-12

License Type: **Series 15 Special Event (Temporary License)**

Definition: Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

Application Type: **New License**

Definition: New License

Business Name: **American Legion Post #1 Luke-Greenway**

Business Address: **364 N. 7th Ave, Phoenix, AZ (Event at U of P Stadium, Parking lot)**

Applicant/s Information

Name: **Blank, Steven A.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 10/19/2011	Other Suites	New ownership call history beginning:
Liquor Related	6		
Vice Related			
Drug Related	5		
Fights / Assaults	53		
Robberies			
Burglary / Theft	33		
911 calls	1		
Trespassing	20		
Accidents	9		
Fraud / Forgery	18		
Threats			
Criminal damage	12		
Other non-criminal*	45		
Other criminal	31		
Total calls for service	233	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

Proceeds from this special event go to the American Legion Post #1 Luke-Greenway (Fraternal group) and E & M Entertainment.

Event dates scheduled for 11-30-12 (Fri), 12-01-12 (Sat), 12-02-12 (Sun) Winter Fest Holiday Extravaganza.

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>10-19-12</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee		<u>10/22/2012</u>



CITY COUNCIL REPORT

Meeting Date: **11/13/2012**
Meeting Type: **Voting**
Title: **SPECIAL EVENT LIQUOR LICENSE, GLENDALE CIVIC PRIDE
AMBASSADORS FOUNDATION**
Staff Contact: **Susan Matousek, Revenue Administrator**

Purpose and Recommended Action

This is a request for City Council to approve a special event liquor license for the Glendale Civic Pride Ambassadors (GCPA) Foundation. The event will be held in downtown Glendale located at 58th Avenue and Glenn Drive on Friday and Saturday, November 30 and December 1, 2012, from 6 p.m. to 10 p.m. The purpose of this special event liquor license is for fundraising at Glendale's Spirit of Giving Weekend.

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

Background Summary

If this application is 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 the application and determined that it meets all technical requirements.

Attachments

Staff Report

Liquor License Attachments

Police Calls for Service Report



STAFF REPORT

Meeting Date: **11/13/2012**
To: **Horatio Skeete, Acting City Manager**
From: **Susan Matousek, Revenue Administrator**
Title: **SPECIAL EVENT LIQUOR LICENSE, GLENDALE CIVIC PRIDE
AMBASSADORS FOUNDATION**

General Information

Request: Special Event Liquor License

Location: 58th Avenue and Glenn Drive

District: Ocotillo

Zoned: C-2 (General Commercial)

Applicant: Lillian Mickey Lund

Owner: GCPA Foundation

Background

1. The event will be held on Friday and Saturday, November 30 and December 1, 2012, from 6 p.m. to 10 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 this event is for fundraising at Glendale's Spirit of Giving Weekend.
4. Proceeds from this special event go to the City of Glendale and the Glendale Civic Pride Ambassadors Foundation.

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.

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 LIQUOR SALES.**

Name City of Glendale 50%
Percentage

Address 5800 W. Glenn Dr. Suite 150. Glendale, AZ 85301

Name GCPA Foundation 50%
Percentage

Address 5708 W. Royal Palm Rd, Glendale, AZ 85302
(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)

4 # Police Fencing
6 # Security personnel Barriers

3' high fence will enclose designated beer garden with entrances and exits staffed by police and security

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

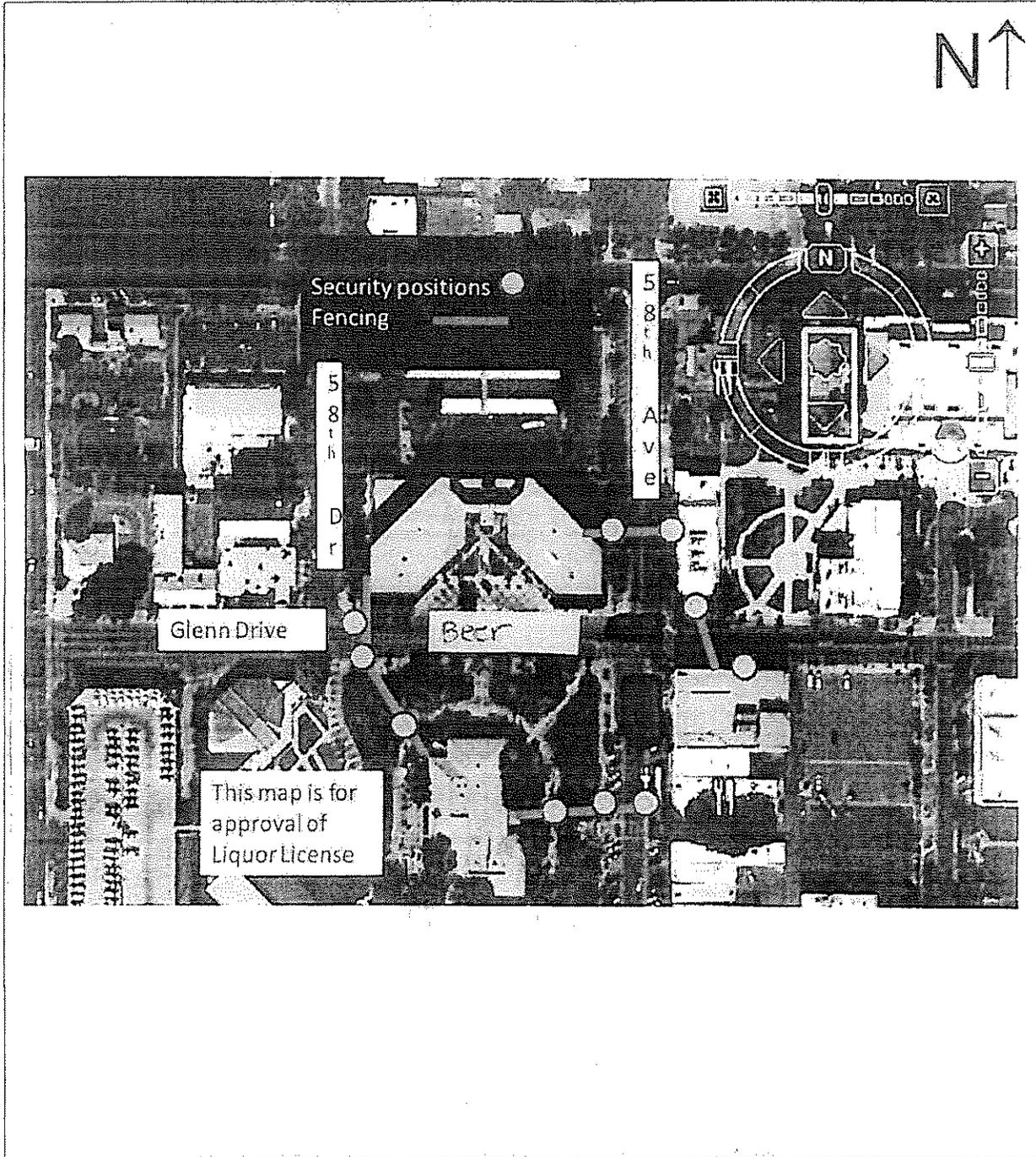
(ATTACH COPY OF AGREEMENT)

()
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.

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.





City of Glendale
5950 W. Glendale Ave.
Glendale, AZ 85301
www.glendaleaz.com/taxandlicense

SPECIAL EVENT LIQUOR APPLICATION

FOR CITY USE ONLY

L15 L16

Amount Due: _____

Account # _____

Event Information

Event Business Location Name: Downtown Glendale

Event Address: 5800 W. Glenn Dr. 58th Ave + Glenn Dr

Name of person filling out this form: Heidi McCarthy

Phone Number: 623 930 3063 Address: 5800 W. Glenn Dr. #150

What is your relationship to the business? Agent Owner Attorney Consultant Other employee

If different from the person filling out this form, provide event contact person below,

Event Contact Name: _____

Phone Number: _____ Address: _____

What is their relationship to the business? Agent Owner Attorney Consultant Other _____

If "Other," please describe your relationship to the business: _____

Event Sponsor Information

Organization Name: City of Glendale

Organization Address: 5800 W. Glenn Dr #150

Federal ID Number: [REDACTED]

Dates & Hours of Event

Date	Hours	Date	Hours
Day 1: <u>11/30/2012</u>	<u>6-10p</u>	Day 6: _____	_____
Day 2: <u>12/1/2012</u>	<u>6-10p</u>	Day 7: _____	_____
Day 3: _____	_____	Day 8: _____	_____
Day 4: _____	_____	Day 9: _____	_____
Day 5: _____	_____	Day 10: _____	_____

Event Activities

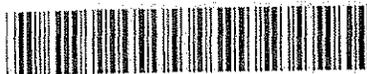
Patron Dancing Yes No Cover Charge Yes No If yes, Amount \$ _____

Live Entertainment Yes No If yes, Type _____

Adult Entertainment Yes No Outdoor dining Yes No

Food Served Yes No Outdoor Alcohol Consumption Yes No

FOR CITY USE ONLY



Event Fencing

Will there be fencing? Yes No

If yes: Type of Material metal Height of Fence 3'

Number of Exit Gates 10 Width of Exit Gate(s) 6 feet

Event Parking

Is Parking Area Exclusively for this Location? Yes No If yes: How many parking spaces? _____

Will any part of the event be in a Parking Lot? Yes No Shared with other businesses? Yes No

Will there be Vendors Outside? Yes No If yes: How many? _____

Permit Requirements*

Have you contacted the City Planning Department about any potential zoning restrictions or Use Permit requirements that may apply to this property or business? Yes No NO WILL

If "NO," please contact Development Services Center at 623-930-2800 or visit them on the 2nd Floor of Glendale City Hall, 5850 W Glendale Avenue.

**Please note that approval of a Permit does not guarantee that you will be issued a liquor license.*

Interpreter Language

The applicant or agent may be asked to answer questions regarding this liquor application at the City Council meeting. The City can provide Spanish interpretation at no cost to the applicant.

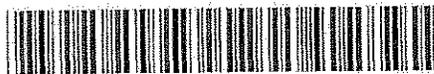
Do you want to request Spanish interpretation assistance for the City Council meeting? Yes No

I swear or affirm I have read all of the above questions and have personally provided all of the information to the best of my knowledge and belief and that all of it is true. I understand that all information regarding ownership of the business is very important and relevant to the processing of my application. I understand that if I provide any false information in this application, it may result in either a recommendation of disapproval of this application by the City of Glendale, criminal charges being filed against me, or both.

[Signature]
 (Signature of person filling out this form)

10/9/12
 (Date)

PLEASE SUBMIT THIS FORM ALONG WITH THE ARIZONA STATE LIQUOR LICENSE & CONTROL SPECIAL EVENT LIQUOR LICENSE APPLICATION



GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 10-19-12

License Type: **Series 15 Special Event (Temporary License)**

Definition: Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

Application Type: **New License**

Definition: New License

Business Name: **City of Glendale (GCPA Foundation)**

Business Address: **5850 W. Glendale Ave (Glendale's Spirit of Giving Weekend)**

Applicant/s Information

Name: **Lund, Lillian M.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 10/19/2011	Other Sultes	New ownership call history beginning:
Liquor Related	1		
Vice Related			
Drug Related	1		
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls	11		
Trespassing	5		
Accidents	5		
Fraud / Forgery	7		
Threats	1		
Criminal damage	1		
Other non-criminal*	13		
Other criminal			
Total calls for service	45	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

Proceeds from this special event go to the GCPA Foundation and the City of Glendale.

Event is scheduled for 11-30-13 (Fri), 12-1-12 (Sat) (Glendale's Spirit of Giving Weekend).

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>10-19-12</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u> SA13</u>	<u>10/22/2012</u>



CITY COUNCIL REPORT

Meeting Date: **11/13/2012**
Meeting Type: **Voting**
Title: **SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS PADRE SERRA COUNCIL 7114**
Staff Contact: **Susan Matousek, Revenue Administrator**

Purpose and Recommended Action

This is a request for City Council to approve a special event liquor license for the Knights of Columbus Padre Serra Council 7114. The event will be held at St. Raphael Catholic Church inside Hibner Hall located at 5525 West Acoma Road on Saturdays, December 22, 2012, and January 26, 2013, from noon to 11 p.m. The purpose of this special event liquor license is for fundraising.

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

Background Summary

If this application is approved, the total number of days expended by this applicant will be three out of the allowed 10 days for the 2012 calendar year and one out of the allowed 10 days for the 2013 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.

Attachments

Staff Report

Liquor License Attachments

Police Calls for Service Report



STAFF REPORT

Meeting Date: **11/13/2012**
To: **Horatio Skeete, Acting City Manager**
From: **Susan Matousek, Revenue Administrator**
Title: **SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS PADRE
SERRA COUNCIL 7114**

General Information

Request: Special Event Liquor License
Location: 5525 West Acoma Road
District: Sahuaro
Zoned: R-4 (Multi-Family Residential)
Applicant: Daryl Anthony Hartley
Owner: Knights of Columbus Padre Serra Council 7114

Background

1. The events will be held on Saturdays, December 22, 2012, and January 26, 2013, from noon to 11 p.m.
2. If this application is approved, the total number of days expended by this applicant will be three out of the allowed 10 days for the 2012 calendar year and one out of the allowed 10 days for the 2013 calendar year.
3. The Knights of Columbus were previously approved in 2012 for two events held on January 28 and September 29, 2012.
4. The purpose of these events is for fundraising.
5. Proceeds from these special events go to the Knights of Columbus Padre Serra Council 7114.

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.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595



APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day, for 1-10 day events only
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

PLEASE NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.

****APPLICATION MUST BE APPROVED BY LOCAL GOVERNMENT**

DEPT USE ONLY
LIC#

1. Name of Organization: Knights of Columbus

2. Non-Profit/I.R.S. Tax Exempt Number: [REDACTED]

3. The organization is a: (check one box only)

- Charitable Fraternal (must have regular membership and in existence for over 5 years)
 Civic Political Party, Ballot Measure, or Campaign Committee
 Religious

4. What is the purpose of this event? Christmas Party and Dinner to Support Parish

5. Location of the event: 5525 W. Acoma Rd Colendale Maricopa 85306
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Hartley Daryl Anthony [REDACTED]
Last First Middle Date of Birth

7. Applicant's Mailing Address: [REDACTED]
Street City State Zip

8. Phone Numbers: (602) 292-8999 () ()
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>Dec. 22, 2012</u>	<u>Saturday</u>	<u>12pm</u>	<u>11pm</u>
Day 2:	<u>Jan. 26, 2013</u>	<u>Saturday</u>	<u>12pm</u>	<u>11pm</u>
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

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 3,1 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 Alcoholic Beverage Sales.

<u>Name</u>	<u>Address</u>	<u>Percentage</u>
<u>Knights of Columbus</u>	<u>Padre Serra Council 17114</u>	<u>100%</u>

(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
 3 # Security personnel Barriers

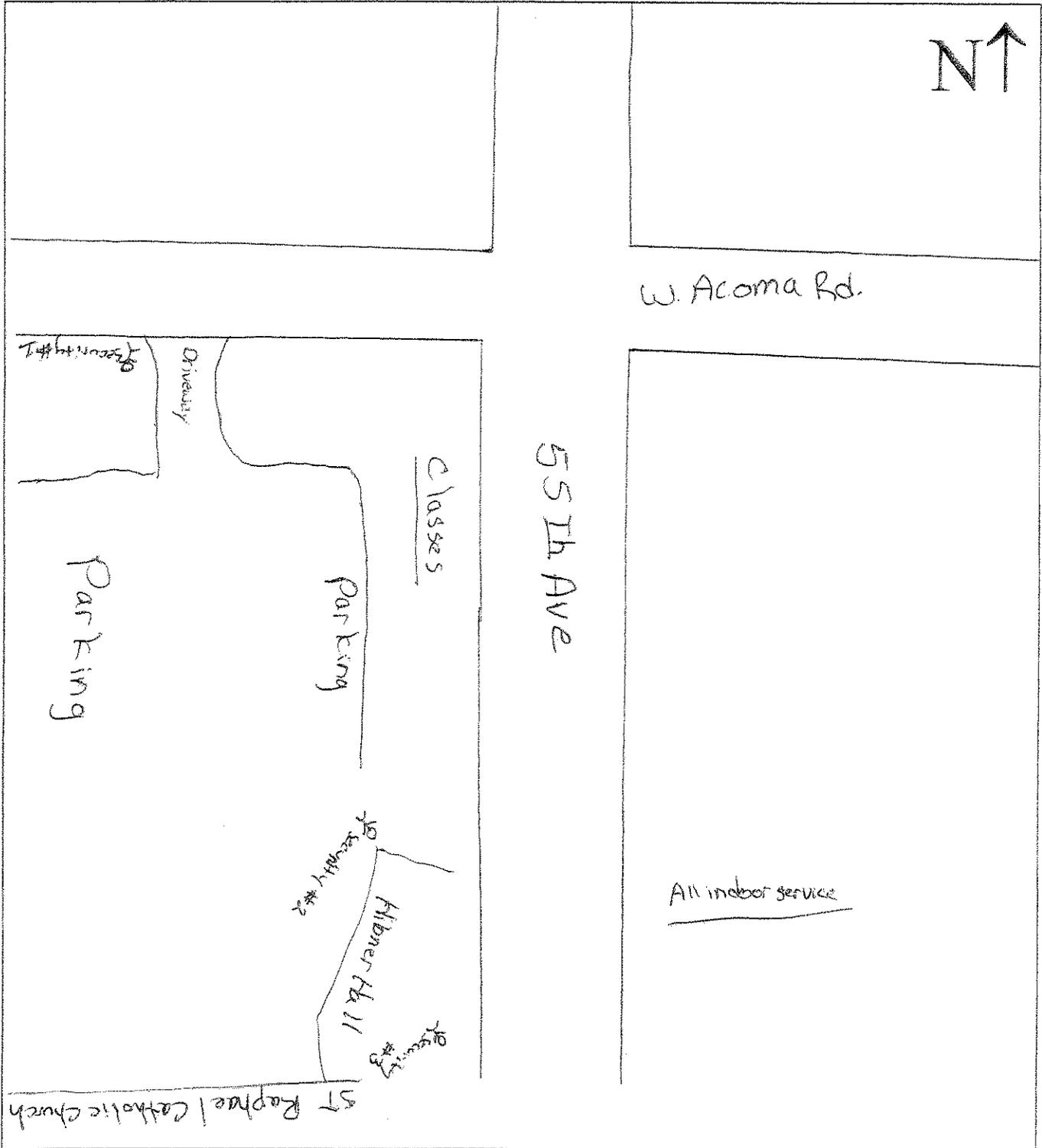
16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO
(ATTACH COPY OF AGREEMENT)

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.

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

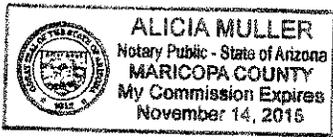
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



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

18. I, Daryl Anthony Hartley, 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 D.A.H. (Signature) Corand Knight (Title/Position) Oct 2, 2012 (Date) 602-292-8447 (Phone #)



State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

2nd Day October Month 2012 Year

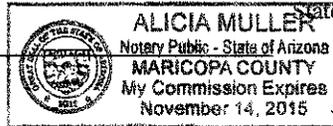
My Commission expires on: Nov 14, 2015 (Date)

Alicia Muller (Signature of NOTARY PUBLIC)

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

19. I, Daryl Anthony Hartley, 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 D.A.H. (Signature)



State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

2nd Day October Month 2012 Year

My commission expires on: Nov. 14 2015 (Date)

Alicia Muller (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees 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)



City of Glendale
5850 W. Glendale Ave.
Glendale, AZ 85301
www.glendaleaz.com/taxandlicense

SPECIAL EVENT LIQUOR APPLICATION

FOR CITY USE ONLY

L15 L16

Amount Due: _____

Account #

Event Information

Event Business Location Name: Knights of Columbus

Event Address: 5525 W. Acoma Rd. Glendale AZ 85306

Name of person filling out this form: Daryl Anthony Hartley

Phone Number: 602-292-8447 Address: _____

What is your relationship to the business? Agent Owner Attorney Consultant Other Guard Knight

If different from the person filling out this form, provide event contact person below,

Event Contact Name: _____

Phone Number: _____ Address: _____

What is their relationship to the business? Agent Owner Attorney Consultant Other _____

If "Other," please describe your relationship to the business: _____

Event Sponsor Information

Organization Name: Knights of Columbus

Organization Address: 5525 W. Acoma Rd 85306

Federal ID Number: _____

Dates & Hours of Event

Date	Hours	Date	Hours
Day 1: <u>Dec. 22, 12</u>	<u>12pm-11pm</u>	Day 6: _____	_____
Day 2: <u>Jan. 26, 13</u>	<u>12pm-11pm</u>	Day 7: _____	_____
Day 3: _____	_____	Day 8: _____	_____
Day 4: _____	_____	Day 9: _____	_____
Day 5: _____	_____	Day 10: _____	_____

Event Activities

Patron Dancing Yes No Cover Charge Yes No If yes, Amount \$ _____

Live Entertainment Yes No If yes, Type _____

Adult Entertainment Yes No Outdoor dining Yes No

Food Served Yes No Outdoor Alcohol Consumption Yes No

FOR CITY USE ONLY



[Empty box for Account#]

Event Fencing

Will there be fencing? Yes No

If yes: Type of Material _____ Height of Fence _____

 Number of Exit Gates _____ Width of Exit Gate(s) _____

Event Parking

Is Parking Area Exclusively for this Location? Yes No If yes: How many parking spaces? _____

Will any part of the event be in a Parking Lot? Yes No Shared with other businesses? Yes No

Will there be Vendors Outside? Yes No If yes: How many ? _____

Permit Requirements*

Have you contacted the City Planning Department about any potential zoning restrictions or Use Permit requirements that may apply to this property or business? Yes No

If "NO," please contact Development Services Center at 623-930-2800 or visit them on the 2nd Floor of Glendale City Hall, 5850 W Glendale Avenue.

**Please note that approval of a Permit does not guarantee that you will be issued a liquor license.*

Interpreter Language

The applicant or agent may be asked to answer questions regarding this liquor application at the City Council meeting. The City can provide Spanish interpretation at no cost to the applicant.

Do you want to request Spanish interpretation assistance for the City Council meeting? Yes No

I swear or affirm I have read all of the above questions and have personally provided all of the information to the best of my knowledge and belief and that all of it is true. I understand that all information regarding ownership of the business is very important and relevant to the processing of my application. I understand that if I provide any false information in this application, it may result in either a recommendation of disapproval of this application by the City of Glendale, criminal charges being filed against me, or both.

DAH

 (Signature of person filling out this form)

Oct 2, 2012

 (Date)

PLEASE SUBMIT THIS FORM ALONG WITH THE ARIZONA STATE LIQUOR LICENSE & CONTROL SPECIAL EVENT LIQUOR LICENSE APPLICATION



12-119

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 10-12-12

License Type: **Series 15 Special Event (Temporary License)**

Definition: Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

Application Type: **New License**

Definition: New License

Business Name: **Knights of Columbus (Padre Serra Council #7114)**

Business Address: **5525 W. Acoma Rd. (St. Raphael Catholic Church)**

Applicant/s Information

Name: **Hartley, Daryl Anthony**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 10/12/2011	Other Sultes	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing	1		
Accidents			
Fraud / Forgery			
Threats			
Criminal damage	2		
Other non-criminal*	1		
Other criminal			
Total calls for service	4	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

100% percent of the proceeds from this Special Event go to the Knights of Columbus. This Special Event License is for a Christmas party and a Parish support dinner.

Event s scheduled for 12-22-12 (Sat) and 01-26-13 (Sat).

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>10-19-12</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>10/27/2012</u>



CITY COUNCIL REPORT

Meeting Date: **11/13/2012**
Meeting Type: **Voting**
Title: **LIQUOR LICENSE NO. 5-7669, NATIVE NEW YORKER**
Staff Contact: **Susan Matousek, Revenue Administrator**

Purpose and Recommended Action

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Native New Yorker located at 7322 West Bell Road. The Arizona Department of Liquor Licenses and Control application (No. 12079277) was submitted by Amy S. Nations.

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

Background Summary

The location of the establishment is in the Sahuaro District. The property is zoned PAD (Planned Area Development). The population density within a one-mile radius is 9,528. 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
03	Domestic Micro - Brewery	2
06	Bar - All Liquor	2
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	8
12	Restaurant	24
	Total	40

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

Community Benefit/Public Involvement

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



CITY COUNCIL REPORT

Attachments

Staff Report

Map

Police Calls for Service Report



STAFF REPORT

Meeting Date: **11/13/2012**
To: **Horatio Skeete, Acting City Manager**
From: **Susan Matousek, Revenue Administrator**
Title: **LIQUOR LICENSE NO. 5-7669, NATIVE NEW YORKER**

General Information

Request: New, Non-Transferable

License: Series 12 (Restaurant)

Location: 7322 West Bell Road

District: Sahuaro

Zoned: PAD (Planned Area Development)

Applicant: Amy S. Nations

Owner: SeaBreeze, LLC

Background

1. The population density is 9,528 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, September 25 through October 15, 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.

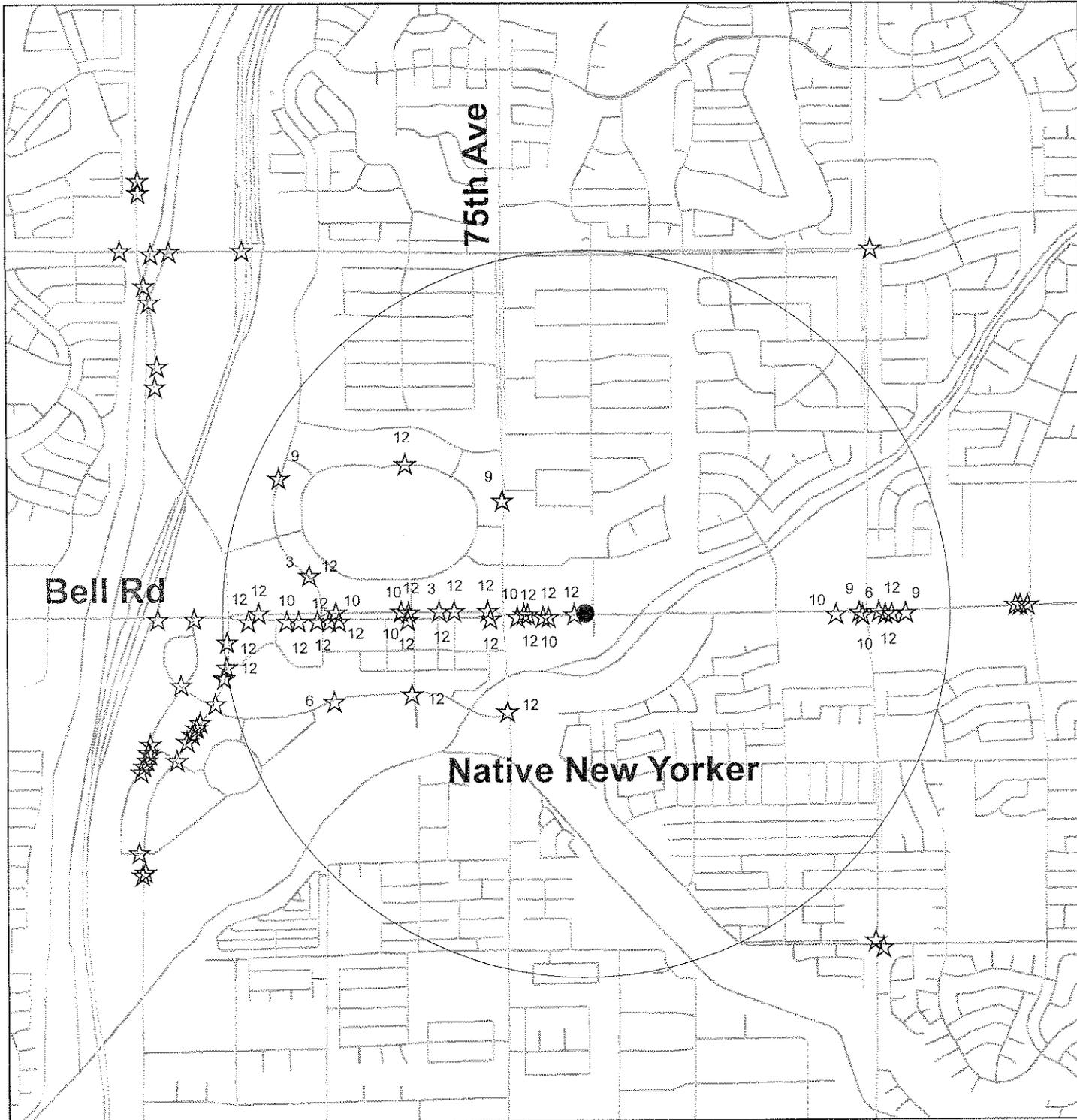
PLANNING DEPARTMENT: Approved the application with no comments.

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.



BUSINESS NAME: Native New Yorker

LOCATION: 7322 W. Bell Rd.

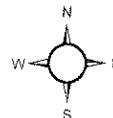
ZONING: PAD

APPLICANT: Amy S. Nations

APPLICATION NO: 5-7669



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



12-116

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 10-12-12

License Type: **Series 12 Restaurant**

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

Application Type: **New License**

Definition: New License

Business Name: **Native New Yorker**

Business Address: **7322 W. Bell Rd**

Applicant/s Information

Name: **Nations, Amy S. (Agent)**

Name: **Saleh, Zuher Fiaq**

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 10/12/2007	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	2		
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage	1		
Other non-criminal*	4		
Total calls for service	7	N/A	N/A - No Interim Permlt

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

N/A

Location History:

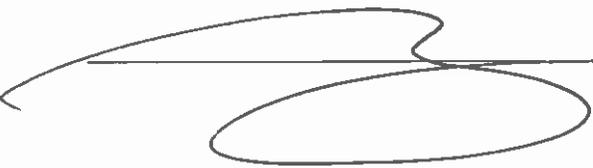
No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>10-12-12</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee		<u>10/15/2012</u>



CITY COUNCIL REPORT

Meeting Date: **11/13/2012**
Meeting Type: **Voting**
Title: **LIQUOR LICENSE NO. 5-7712, JOE'S QUICK STOP**
Staff Contact: **Susan Matousek, Revenue Administrator**

Purpose and Recommended Action

This is a request for City Council to approve a new, non-transferable series 10 (Liquor Store - Beer and Wine) license for Joe's Quick Stop located at 6204 North 43rd Avenue. The Arizona Department of Liquor Licenses and Control application (No. 10076341) was submitted by Hamza Abuarar.

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

Background Summary

The location of the establishment is in the Cactus District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 26,002. Joe's Quick Stop 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	3
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	9
12	Restaurant	2
	Total	18

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

Community Benefit/Public Involvement

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



CITY COUNCIL REPORT

Attachments

Staff Report

Map

Police Calls for Service Report



STAFF REPORT

Meeting Date: **11/13/2012**
To: **Horatio Skeete, Acting City Manager**
From: **Susan Matousek, Revenue Administrator**
Title: **LIQUOR LICENSE NO. 5-7712, JOE'S QUICK STOP**

General Information

Request: New, Non-Transferable

License: Series 10 (Liquor Store - Beer and Wine)

Location: 6204 North 43rd Avenue

District: Cactus

Zoned: C-2 (General Commercial)

Applicant: Hamza Abuarar

Owner: Hamza Abuarar

Background

1. The population density is 26,002 persons within a one-mile radius.
2. The business is over 300 feet from any church or school.
3. Joe's Quick Stop is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area.

Citizen Participation to Date

No protests were received during the 20-day posting period, October 1 through October 21, 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 10 license, may take into consideration 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.

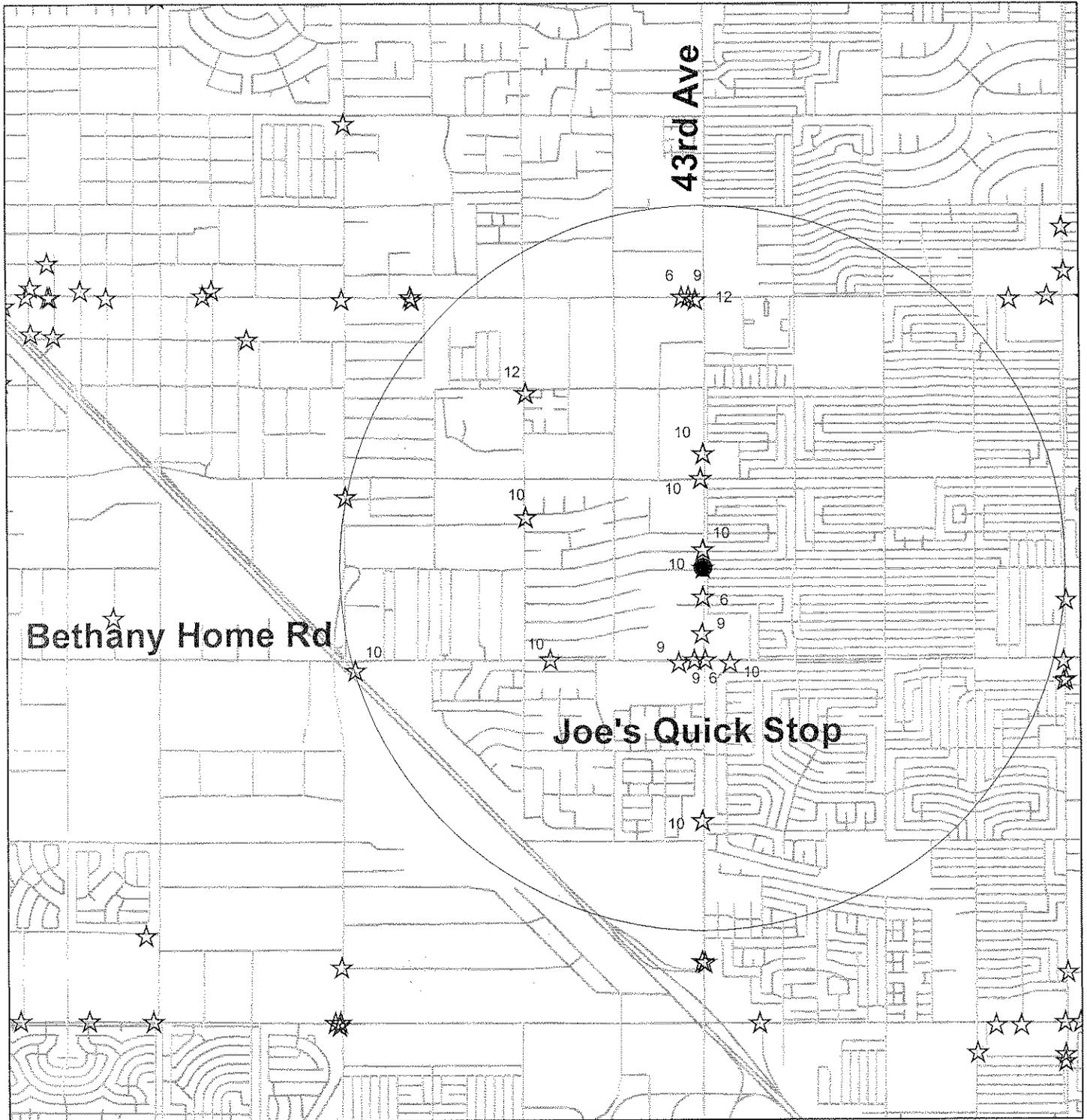
PLANNING DEPARTMENT: Approved the application with no comments.

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.



BUSINESS NAME: Joe's Quick Stop

LOCATION: 6204 N. 43rd Ave.

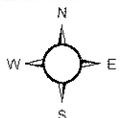
ZONING: C-2

APPLICANT: Hamza Abuarar

APPLICATION NO: 5-7712



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



12-118

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 10-23-12

License Type: **Series 10 Beer and Wine Store (Beer and Wine only)**

Definition: Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

Application Type: **New License**

Definition: New license

Business Name: **Joe's Quick Stop**

Business Address: **6204 N. 43rd Ave**

Applicant/s

Name: **Abuarar, Hamza M.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 10/23/2007	Other Suites	New ownership call history beginning: 9/26/2012
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls	2		
Trespassing			
Accidents	1		
Fraud / Forgery			
Threats			
Criminal damage	1		
Other non-criminal*	6		
Other criminal			
Total calls for service	10	N/A	0

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

GLENDALE POLICE DEPARTMENT
Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

Issa Habhab (Agent/Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>10-23-12</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>10/25/2012</u>



CITY COUNCIL REPORT

Meeting Date: **11/13/2012**
Meeting Type: **Voting**
Title: **PURCHASE OF REFRIGERATED DRUG CABINETS**
Staff Contact: **Mark Burdick, Fire Chief**

Purpose and Recommended Action

This is a request for City Council to authorize the purchase of nine refrigerated drug cabinets from Budd Medical and Fire Equipment, L.L.C. in an amount not to exceed \$61,680.

Background Summary

Since becoming a Metropolitan Medical Response System (MMRS) city in 2002, Glendale has been tasked with stocking pharmaceutical supplies to be available for use in an initial response to a mass casualty event. As part of Glendale's commitment to MMRS, Glendale is required to store certain medications in a refrigerated compartment. The Fire Department currently has 19 apparatus with refrigerated drug cabinets installed. This purchase of nine additional cabinets will complete the project.

Previous Related Council Action

On December 13, 2011, City Council approved the purchase of 15 MediRedi refrigerated drug cabinets from Budd Medical and Fire Equipment, L.L.C.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$61,680	1840-34069-551400

Capital Expense? Yes No

Budgeted? Yes No

Requesting Budget or Appropriation Transfer? Yes No



CITY COUNCIL REPORT

If yes, where will the transfer be taken from?

Attachments

Staff Report



STAFF REPORT

To: **Horatio Skeete, Acting City Manager**
From: **Mark Burdick, Fire Chief**
Item Title: **PURCHASE OF REFRIGERATED DRUG CABINETS**
Requested Council Meeting Date: **11/13/2012**
Meeting Type: **Voting**

PURPOSE

This report contains information regarding the proposed purchase of nine refrigerated drug cabinets from Budd Medical and Fire Equipment, L.L.C. in an amount not to exceed \$61,680.

The purpose of this report is to request the City Manager forward this item to the City Council for their consideration and approval.

BACKGROUND

There are only 124 jurisdictions nationwide funded by the Department of Homeland Security to maintain a Metropolitan Medical Response System (MMRS) Program. It is the only federal medical preparedness program that enhances a local government's mass casualty event response, utilizing immediately available resources for the critical initial hours until federal resources can arrive. Glendale's MMRS has acquired equipment to treat and transport patients, state of the art detection equipment, decontamination equipment, personal protective equipment, and antidotal medication. The program has also provided funding to host a range of training opportunities for first responders. These critical contributions to the support structure for Glendale and the region may not have been available without the funding provided by MMRS.

Since becoming a MMRS city in 2002, Glendale has been tasked with stocking pharmaceutical supplies to be available for use in an initial response to a mass casualty event. As part of Glendale's commitment to MMRS, Glendale is required to store certain medications in a refrigerated compartment. These supplies, when not refrigerated, have a reduced shelf life. To sustain their effectiveness and shelf life, proper temperature-controlled storage cabinets are required. Studies have also shown that using medications that are stored without a refrigerated compartment could affect the properties of the medications, thus changing their effectiveness. Some of the stored medications are used on a daily basis and others would only be necessary based on the incident. As an example, the Mark Five kit would only be utilized in a mass casualty event; however, other pharmaceuticals such as morphine, epinephrine, and other lifesaving medications could be used on a daily basis. All of these pharmaceuticals are stored in the refrigerated cabinets in order to extend their shelf life.



STAFF REPORT

In the past, each apparatus would carry a portable ice chest. In 2009, the first four refrigerated cabinets were purchased. In 2011, 15 additional refrigerated cabinets were purchased. This purchase of 9 refrigerated cabinets will complete the project and outfit the entire fleet of apparatus. Seven of the nine cabinets will be the same size and model previously purchased with an individual cost of \$6,636. The remaining two cabinets must be customized to fit the apparatus correctly and therefore have an individual cost of \$7,614. This final phase of the project will eliminate the use of portable ice chests and provides a secure refrigerated storage compartment for up to 40 pharmaceuticals and controlled substances on a total of 28 apparatus. The remaining four apparatus in the fleet will not receive cabinets as three of them are Battalion Chief's vehicles and the remaining apparatus has no room for a cabinet.

Budd Medical and Fire Equipment, L.L.C. is the sole source provider of refrigerated drug cabinets that provide controlled temperatures, secure locking key pad entry, and custom dimensions to fit emergency vehicles. The Glendale Fire Department (GFD) has submitted all necessary documentation to request sole source procurement and, after careful review, the Materials Manager concurs that a sole source procurement is appropriate under City Code.

ANALYSIS

GFD is requesting Council's approval to utilize Fiscal Year 2011 Arizona Department of Homeland Security (AZDOHS) grant funds to purchase nine refrigerated drug cabinets in an amount not to exceed \$61,680. AZDOHS has approved the use of the funds listed above for this specific purchase. If Council determines they would prefer to spend the funds on another GFD project, GFD would need to take the revised request to AZDOHS for approval of an alternate purchase. In order to stay compliant with MMRS guidelines, the fire apparatus are required to provide some form of refrigeration for certain pharmaceuticals. Without this purchase, the staff assigned to the apparatus will continue to utilize ice chests for the refrigeration of pharmaceuticals.

On December 13, 2011, City Council approved the previous purchase for 15 refrigerated cabinets. In 2009, the first four refrigerated cabinets were purchased using MMRS funds as well as GFD funds.

FISCAL IMPACTS

Funds are available in the FY 2011 AZDOHS Grant. This is one-time funding by AZDOHS. There are no ongoing costs associated with this purchase. The refrigerated drug cabinets would be mounted to the fire apparatus and would not increase any operating costs.



CITY COUNCIL REPORT

Meeting Date: **11/13/2012**
Meeting Type: **Voting**
Title: **2012 BULLETPROOF VEST PARTNERSHIP GRANT**
Staff Contact: **Debora Black, Interim Police Chief**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to accept the 2012 Bulletproof Vest Partnership Grant from the Bureau of Justice Assistance in the amount of \$3,533.71.

Background Summary

This grant is an annual award that assists the Police Department with a portion of funding for bulletproof vests. The vests are on a five-year replacement plan. Each officer is given a \$1,000 vest allowance every five years. The average cost of the vest is \$1,000. The grant will be distributed proportionately with the vests being replaced.

Previous Related Council Action

On November 22, 2011, Council approved the acceptance of the 2011 Bulletproof Vest Partnership Grant.

Budget and Financial Impacts

The grant award totals \$3,533.71. There is no financial match required for this grant. A specific account will be established in Fund 1840, the city's grant fund, once the grant agreement is accepted.

Attachments

Staff Report

Resolution



STAFF REPORT

To: **Horatio Skeete, Acting City Manager**
From: **Debora Black, Interim Police Chief**
Item Title: **2012 BULLETPROOF VEST PARTNERSHIP GRANT**
Requested Council Meeting Date: **11/13/2012**
Meeting Type: **Voting**

PURPOSE

This report contains information on the proposed acceptance of the 2012 Bulletproof Vest Partnership Grant from the Bureau of Justice Assistance. The purpose of this report is to request the City Manager forward this item to the City Council for their consideration and approval.

BACKGROUND

This grant is an annual award that assists the Police Department with a portion of funding for bulletproof vests. The vests are on a five-year replacement plan. Each officer is given a \$1,000 vest allowance every five years. The average cost of a vest is \$1,000. The grant will be distributed proportionately with the vests being replaced.

ANALYSIS

The city has 90 days to accept the grant, so this item needs to be on either this agenda or the November 27th agenda.

I will be recommending that City Council adopt a resolution authorizing the acceptance of the 2012 Bulletproof Vest Partnership Grant from the Bureau of Justice Assistance.

FISCAL IMPACTS

The grant award totals \$3,533.71. There is no financial match required for this grant. There is money available in the replacement fund for the remainder of the vests.

RESOLUTION NO. 4625 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING THE 2012 BULLETPROOF VEST PARTNERSHIP GRANT FROM THE BUREAU OF JUSTICE ASSISTANCE ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

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

SECTION 1. That the City of Glendale hereby accepts a 2012 Bulletproof Vest Partnership Grant from the Bureau of Justice Assistance in the approximate amount of \$3,533.71 on behalf of the Glendale Police Department.

SECTION 2. That City Manager is hereby authorized to execute any and all documents necessary for the acceptance of said grant.

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:

Acting City Manager

g_pd_bulletproof



CITY COUNCIL REPORT

Meeting Date: **11/13/2012**
Meeting Type: **Voting**
Title: **AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF ECONOMIC SECURITY**
Staff Contact: **Rebecca H. Daniel, Community Action Program Administrator**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Amendment No. 7 to the intergovernmental agreement (IGA) with the Arizona Department of Economic Security (DES) for Community Action Program (CAP) funding and operations.

Background Summary

CAP provides direct services to low and moderate income Glendale residents. Services include energy assistance payment and crisis assistance for families, which includes homeless assistance and rent/mortgage subsidies.

Currently, CAP is being operated through an IGA with DES which provides funding (\$920,843) for the provision of CAP services in FY 2012-13. The City of Glendale provides General Fund monies (\$129,859) to cover the remainder of the CAP operating budget. In addition, the city provides in-kind contributions including office space, utilities, custodial services and miscellaneous operating expenses for the office.

DES has changed the definition in terms and conditions regarding background checks for employment through central registry, section 16.0 and adding confidentiality, section 19.2. The amendment also provides additional funds under the Community Services Block Grant for CAP services. The one time increase of \$5,706 will change the contract award between DES and the City of Glendale from \$920,843 to \$926,549 for the contract period FY 2012-13. This contract change to the IGA requires City Council approval.

Previous Related Council Action

On September 11, 2012, City Council approved entering into Amendment No. 6 of the IGA between the city and DES for FY 2012-13 funding for CAP operations. Amendments No. 1 through 5 were previously entered into by the City Manager as they dealt with funding allocations. This was the direction of City Council when they approved the original five-year IGA on June 22, 2010, between the city and DES for CAP operations.



CITY COUNCIL REPORT

Community Benefit/Public Involvement

There is no impact to the quality or quantity of CAP services being provided. CAP ensures that the low and moderate income Glendale residents will continue to receive crisis services that promote financial stability and enhance the quality of life in Glendale.

Budget and Financial Impacts

The recommended action does not impact the CAP General Fund budget; however, \$129,859 comes from the General Fund to cover the remaining CAP operation budget.

Attachments

Staff Report

Resolution

Amendment to Agreement



STAFF REPORT

To: **Horatio Skeete, Acting City Manager**
From: **Rebecca H. Daniel, Community Action Program Administrator**
Item Title: **AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF ECONOMIC SECURITY**
Requested Council Meeting Date: **11/13/2012**
Meeting Type: **VOTING**

PURPOSE

This report explains why the Community Action Program is in support of a proposed resolution authorizing the City Manager to enter into Amendment No. 7 to the intergovernmental agreement (IGA) with the Arizona Department of Economic Security (DES) for Community Action Program (CAP) funding and operations. The purpose of this report is to request the City Manager forward this item to City Council for their consideration and approval.

BACKGROUND

CAP provides direct services to low and moderate income Glendale residents. Services include energy assistance payments and crisis assistance for families, which includes homeless assistance and rent/mortgage subsidies.

Currently, CAP is being operated through an IGA with DES which provides funding (\$920,843) for the provision of CAP services in FY 2012-13. The City of Glendale provides General Fund monies (\$129,859) to cover the remainder of the CAP operating budget. In addition, the city provides in-kind contributions including office space, utilities, custodial services and miscellaneous operating expenses for the office.

DES has changed the definition in terms and conditions regarding background checks for employment through central registry, section 16.0 and adding confidentiality, section 19.2. This is a contract change to the IGA which requires Council approval. This amendment also approves additional funds under the Community Services Block Grant for CAP. The one time increase (\$5,706) will change the contract award between DES and the City of Glendale from \$920,843 to \$926,549 for the contract period FY 2012-13.

ANALYSIS

There are two options associated with entering into Amendment No. 7 of the IGA between the city and DES. The first option is to accept the change within the terms and conditions of the contract and enter into Amendment No. 7 which increases DES contract funding and allows CAP to

continue providing crisis assistance to Glendale families. The second option is not to accept the change of Amendment No. 7 which would cause the city to be out of compliance with the current DES contract. This would also reject additional funding from DES under the Community Service Block Grant and not increase our contract with DES for CAP services.

Staff recommends adopting a resolution authorizing the City Manager to enter into Amendment No. 7 to the IGA with DES for CAP program operations.

Since entering into Amendment No. 6, DES has changed the Terms and Conditions, Background Checks for Employment through Central Registry, Section 16.0 and adding Confidentiality, Section 19.2, of the original contract. This change requires all CAP staff or volunteers if providing direct services to children or vulnerable adults shall comply with the Arizona Revised Statutes regarding central registry background checks. All CAP staff or volunteer positions shall have a central registry background check which is used to determine qualifications for all CAP staff or volunteer positions. The change also requires that CAP staff comply with the requirements of the Arizona Address Confidentiality Program which protects resident addresses of those individuals applying for CAP services. All current CAP staff is in compliance with the central registry background checks and complies with the requirements of the Arizona Confidentiality Program.

On September 11, 2012, City Council approved entering into Amendment No. 6 of the IGA between the City and DES for FY 2012-13 funding for CAP operations. Amendments No. 1 through 5 were previously entered into by the City Manager as they dealt with funding allocations. This was the direction of City Council when they approved the original five-year IGA on June 22, 2010, between the City and DES for CAP operations.

There are no impacts to staff associated with adopting Amendment No. 7.

FISCAL IMPACTS

The recommended action does not impact the CAP General Fund budget.

RESOLUTION NO. 4626 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 7 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING.

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 Amendment Number Seven to the Intergovernmental Agreement (Contract ID Number DE111089001) between the City of Glendale and the Arizona Department of Economic Security for Community Action Program funding 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 Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said amendment 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:

Acting City Manager



**Intergovernmental Agreement
CONTRACT AMENDMENT**

<p>1. CONTRACTOR (Name and address)</p> <p>City of Glendale 5850 W. Glendale Ave. Glendale, Arizona 85301</p>	<p>2. CONTRACT ID NUMBER DE111089001</p> <hr/> <p>3. AMENDMENT NUMBER Seven (7)</p>
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4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Levels of Service section and Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period July 1, 2012 through June 30, 2013:

The reimbursement ceiling for the service Community Services is increased from \$185,491 to \$191,197. This is an increase of \$5,706, which includes \$5,706 "Carry Forward" funding. The carry forward funding is not added to the cumulative reimbursement ceiling.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is \$3,748,040.

Therefore, the Itemized Service Budget for the services of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

Delete and Replace:

Terms and Conditions, **Background Checks for Employment through the Central Registry**, section **16.0**, delete and replace the original with the following:

If providing direct services to children or vulnerable adults, the following shall apply:

16.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

16.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

1. Any person who applies for a contract with this State and that person's employees;
2. All employees of a contractor;
3. A subcontractor of a contractor and the subcontractor's employees; and
4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

16.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

16.4 Effective August 2, 2012:

1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

16.5 The person shall not provide direct services to ADES clients until the results of the Central Registry Background Check are complete and the results indicate that the person has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

16.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.

ADD

Terms and Conditions, **Confidentiality**, section **19.2**

The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR City of Glendale
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Elizabeth G. Csaki, CPPB	TYPED NAME
TITLE Contract Administration Procurement Manager	TITLE
DATE	DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

By: _____
Public Agency Legal Counsel

Date: _____

Date: _____



CITY COUNCIL REPORT

Meeting Date: **11/13/2012**
Meeting Type: **Voting**
Title: **AMENDMENTS TO THE 2010 AND 2011 ARIZONA DEPARTMENT OF
HOMELAND SECURITY SUB-GRANTEE AGREEMENTS**
Staff Contact: **Mark Burdick, Fire Chief**

Purpose and Recommended Action

This is a request for City Council to approve two Amendments to the 2010 Arizona Department of Homeland Security (AZDOHS) Sub-grantee Agreement and one Amendment to the 2011 AZDOHS Sub-grantee Agreement.

Staff is requesting City Council waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Amendments No. 1 and No. 2 of the 2010 AZDOHS Sub-grantee Agreement and Amendment No. 1 to the 2011 AZDOHS Sub-grantee Agreement.

Background Summary

This Council Report is addressing two different grant years, 2010 and 2011.

Grant Year 2010 AZDOHS Sub-grantee Agreement:

AZDOHS has authorized two extensions of this original award in order to allow Glendale the opportunity to expend the Metropolitan Medical Response System (MMRS) share of the funds. GFD was unable to spend 2010 MMRS funds until the State completed their review of the 2009 grant program. Because of this delay, the state has authorized two extensions to expend the funds. Amendment No. 1 provided GFD an initial eight month extension to spend the funds, changing the expiration date of the grant to May 31, 2012. Amendment No. 2 provides GFD an additional nine months to spend the funds, bringing the final expiration date of the grant to February 28, 2013. Staff has identified the items that will be purchased and they include: burn kits, level A and B suits, and replacement of the GFD medical module. Staff is prepared to proceed upon Council's approval. This will ensure all funding has been spent before the end of Amendment No. 2.

Grant Year 2011 AZDOHS Sub-grantee Agreement:

AZDOHS has authorized one extension of this original award in order to allow Glendale the opportunity to expend the Metropolitan Medical Response System (MMRS) share of the funds. In order to allow GFD time to expend the funds, AZDOHS approved a 10 month extension. The expiration date of Amendment No. 1 is July 31, 2013. Staff has identified the items that will be purchased and they include: a replacement trailer for the patient medical module as well as the



CITY COUNCIL REPORT

purchase of refrigerated drug cabinets. GFD staff has ensured all funding will be spent before the end of Amendment No. 1.

Previous Related Council Action

On November 9, 2010, Council authorized the acceptance of \$673,696 in State Homeland Security Grants for various programs throughout the Glendale Police and Fire Departments for Grant Year 2010.

On October 25, 2011, Council authorized the acceptance of \$625,859 in State Homeland Security Grants for various programs throughout the Glendale Police and Fire Departments for Grant Year 2011.

Attachments

Staff Report

Resolution

Amendment to Agreement



STAFF REPORT

To: **Horatio Skeete, Acting City Manager**
From: **Mark Burdick, Fire Chief**
Item Title: **AMENDMENTS TO THE 2010 AND 2011 ARIZONA DEPARTMENT OF
HOMELAND SECURITY SUB-GRANTEE AGREEMENTS**
Requested Council Meeting Date: **11/13/2012**
Meeting Type: **Voting**

PURPOSE

This report contains information regarding two Amendments to the 2010 Arizona Department of Homeland Security (AZDOHS) Sub-grantee Agreement and one Amendment to the 2011 Sub-grantee Agreement between the AZDOHS and the Glendale Fire Department (GFD).

The purpose of this report is to request the City Manager forward this item to the City Council for their consideration and approval.

BACKGROUND

Grant Year 2010 AZDOHS Sub-grantee Agreement:

On November 9, 2010, Glendale City Council authorized the acceptance of \$673,696 in State Homeland Security Grants for various programs throughout the Glendale Police and Fire Departments for Grant Year 2010. The State has authorized two extensions of this original award in order to allow Glendale the opportunity to expend the Metropolitan Medical Response System (MMRS) share of the funds.

GFD's MMRS received \$307,896 in the Grant Year 2010 awarded on November 9, 2010, to be used before September 30, 2011. However, GFD was unable to spend 2010 MMRS funds until the State completed their review of the 2009 grant program. Because of this delay at the beginning of the 2010 grant, it created a domino effect and the funds could not be expended within the one-year period of performance, which led to the first amendment, extending the grant by eight months, to May 31, 2012.

GFD received Council's approval to accept the original 2010 AZDOHS grant and the subsequent extension was placed in the grant file as part of the grant records. During a review of Amendment No. 2, the Contract Administrator recognized that Amendment No. 1 should have gone to Council; therefore both amendments are being presented at this time. The Fire Department has implemented internal procedures to ensure all agreements receive Council approval as required.



STAFF REPORT

Grant Year 2011 AZDOHS Sub-grantee Agreement:

On October 25, 2011, Glendale City Council authorized the acceptance of \$625,859 in State Homeland Security Grants for various programs throughout the Glendale Police and Fire Departments for Grant Year 2011. The State has authorized one extension of this original award in order to allow Glendale the opportunity to expend the Metropolitan Medical Response System (MMRS) share of the funds.

GFD's MMRS received \$267,609 in the Grant Year 2011 awarded on October 25, 2011, to be used before September 30, 2012. However, GFD was unable to spend the 2011 funds until the State completed their review of the 2009 grant program. Because of this delay at the beginning of the 2010 grant, the projects planned for the 2011 MMRS program were delayed and the funds could not be expended within the one-year period of performance.

ANALYSIS

Amendments No. 1 and No. 2 to Grant Year 2010 AZDOHS Sub-grantee Agreement:

In order to allow GFD time to expend the funds, AZDOHS approved a nine month extension. The expiration date of Amendment No. 2 is February 28, 2013. Staff has identified the items that will be purchased and they include: burn kits, level A and B suits, and replacement of the GFD medical module. Staff is prepared to proceed upon Council's approval. This will ensure all funding has been spent before the end of Amendment No. 2.

Amendment No. 1 Grant Year 2011 AZDOHS Sub-grantee Agreement:

In order to allow GFD time to expend the funds, AZDOHS approved a 10 month extension. The expiration date of Amendment No. 1 is July 31, 2013. GFD will ensure all funding has been spent before the end of Amendment No. 1. Staff has identified the items that will be purchased and they include: a replacement trailer for the patient medical module as well as the purchase of refrigerated drug cabinets. GFD staff has ensured all funding will be spent before the end of Amendment No. 1.

FISCAL IMPACTS

There is no financial match required for this funding. This is one-time funding by AZDOHS. There are no ongoing costs associated with the extensions.

RESOLUTION NO. 4627 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, RATIFYING THE ENTERING INTO OF SUBGRANTEE AGREEMENT **AMENDMENT #1 TO THE 2010** ARIZONA DEPARTMENT OF HOMELAND SECURITY GRANT; AUTHORIZING THE ENTERING INTO OF SUBGRANTEE AGREEMENT **AMENDMENT #2 TO THE 2010** ARIZONA DEPARTMENT OF HOMELAND SECURITY GRANT; AND AUTHORIZING THE ENTERING INTO OF SUBGRANTEE AGREEMENT **AMENDMENT #1 TO THE 2011** ARIZONA DEPARTMENT OF HOMELAND SECURITY GRANT ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.

WHEREAS, Glendale City Council adopted Resolution No. 4440, New Series, accepting the 2010 Arizona Department of Homeland Security grant funding in the approximate amount of \$673,696 on behalf of the Glendale Fire and Police Departments;

WHEREAS, Glendale City Council adopted Resolution No. 4522, New Series, accepting the 2011 Arizona Department of Homeland Security grant funding in the approximate amount of \$625,859 on behalf of the Glendale Fire and Police Departments; and

WHEREAS, the parties wish to extend the period of performance for the 2010 and 2011 Arizona Department of Homeland Security grants.

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

SECTION 1. That the City Council of the City of Glendale hereby ratifies the entering into by the City of Glendale of Subgrantee Agreement **Amendment #1 to the 2010** Arizona Department of Homeland Security Grant (10-AZDOHS-HSGP-777206-02). A copy of the Amendment is on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Subgrantee Agreement **Amendment #2 to the 2010** Arizona Department of Homeland Security Grant (10-AZDOHS-HSGP-777206-02). A copy of the Amendment is on file in the office of the City Clerk of the City of Glendale.

SECTION 3. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Subgrantee Agreement **Amendment #1 to the 2011** Arizona Department of Homeland Security Grant (11-AZDOHS-HSGP-888214-01). A copy of the Amendment is on file in the office of the City Clerk 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.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

iga_fire_AzDOHS_2010&2011

**SUBGRANTEE AGREEMENT Amendment #1
10-AZDOHS-HSGP- 777206-02**

**Between
The Arizona Department of Homeland Security
And
Glendale Fire Department**

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

Pursuant to Section XII of the subgrantee Agreement between the Arizona Department of Homeland Security and the subgrantee the following section of the above referenced Subgrantee Agreement is hereby amended as follows to extend the period of performance.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2010 and shall terminate on September 30, 2011.

SHALL BE CHANGED TO READ:

This Agreement shall become effective on October 1, 2010 and shall terminate on **May 31, 2012**.

All other terms of the original Subgrantee Agreement remain effective.

In Witness Whereof, the parties have set their hands to this AMENDMENT as of the day and year herein indicated and agree that all parties are obligated to follow all terms and conditions of the original subgrantee agreement and are liable for all funds received by the AZDOHS.

IN WITNESS WHEREOF

The parties hereto agree to execute this Amendment.

FOR AND BEHALF OF THE

City of Glendale Fire Department

Enter the Name of the Subgrantee above



Authorized Signature above

Fire Chief Mark Burdick

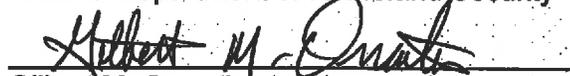
Print Name & Title above

4/11/12

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security


Gilbert M. Orrantia

Director

Date

4/19/12

Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.

Any unauthorized changes to this document will result in termination of this award.

SUBGRANTEE AGREEMENT Amendment #2
10-AZDOHS-HSGP- 777206-02

Between
The Arizona Department of Homeland Security
And
Glendale Fire Department

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

Pursuant to Section XII of the subgrantee Agreement between the Arizona Department of Homeland Security and the subgrantee the following section of the above referenced Subgrantee Agreement is hereby amended as follows to extend the period of performance.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2010 and shall terminate on September 30, 2011.

SHALL BE CHANGED TO READ:

This Agreement shall become effective on October 1, 2010 and shall terminate on **February 28, 2013**.

All other terms of the original Subgrantee Agreement remain effective.

In Witness Whereof, the parties have set their hands to this AMENDMENT as of the day and year herein indicated and agree that all parties are obligated to follow all terms and conditions of the original subgrantee agreement and are liable for all funds received by the AZDOHS.

IN WITNESS WHEREOF

The parties hereto agree to execute this Amendment.

FOR AND BEHALF OF THE

FOR AND BEHALF OF THE

Enter the Name of the Subgrantee above

Arizona Department of Homeland Security

Authorized Signature above

Gilbert M. Orrantia

Print Name & Title above

Director

Enter Date above

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Any unauthorized changes to this document will result in termination of this award.

**SUBGRANTEE AGREEMENT Amendment #1
11-AZDOHS-HSGP- 888214-01**

**Between
The Arizona Department of Homeland Security
And
City of Glendale Fire Department**

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

Pursuant to Section XII of the subgrantee Agreement between the Arizona Department of Homeland Security and the subgrantee the following section of the above referenced Subgrantee Agreement is hereby amended as follows to extend the period of performance.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2011 and shall terminate on September 30, 2012.

SHALL BE CHANGED TO READ:

This Agreement shall become effective on October 1, 2011 and shall terminate on **July 31, 2013**.

All other terms of the original Subgrantee Agreement remain effective.

In Witness Whereof, the parties have set their hands to this AMENDMENT as of the day and year herein indicated and agree that all parties are obligated to follow all terms and conditions of the original subgrantee agreement and are liable for all funds received by the AZDOHS.

IN WITNESS WHEREOF

The parties hereto agree to execute this Amendment.

FOR AND BEHALF OF THE

FOR AND BEHALF OF THE

Enter the Name of the Subgrantee above

Arizona Department of Homeland Security

Authorized Signature above

Gilbert M. Orrantia

Print Name & Title above

Director

Enter Date above

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Any unauthorized changes to this document will result in termination of this award.



CITY COUNCIL REPORT

Meeting Date: **11/13/2012**
Meeting Type: **Voting**
Title: **AGREEMENT WITH TARGET SOLUTIONS FOR ONLINE TRAINING PROGRAM**
Staff Contact: **Mark Burdick, Fire Chief**

Purpose and Recommended Action

This is a request for City Council to authorize the entering into an Interactive Service Agreement and License with Target Solutions. Staff is requesting Council authorize the City Manager to enter into an agreement with Target Solutions.

Background Summary

Glendale Firefighters are required to receive 119 hours of mandated training annually. Target Solutions offers online training programs that allow the firefighters to attend classes online at the stations while on duty. This reduces the amount of time they are unavailable for service due to training. During the last fiscal year, Target Solutions provided 19 online training programs, saving the Glendale Fire Department (GFD) 27,489 hours of in-service time that would have been lost had the firefighters been trained in an offsite classroom.

Previous Related Council Action

Although this item has not been presented to City Council in the past, GFD has been using this online training program for the past 10 years. Target Solutions recently revised their terms of use and now requires GFD to indemnify Target Solutions for any claims by a third party related or connected with GFD's use of the web sites or services. For this reason, this agreement requires City Council approval.

Community Benefit/Public Involvement

Through the use of this online training program, GFD has been able to provide mandated training to firefighters while reducing the amount of time they are unavailable for service.



CITY COUNCIL REPORT

Budget and Financial Impacts

Cost	Fund-Department-Account
\$15,000	1720-12610-512075 (FY 2011-12)
\$15,000	1720-12610-512075 (FY 2012-13)

Capital Expense? Yes No

Budgeted? Yes No

Requesting Budget or Appropriation Transfer? Yes No

Attachments

Staff Report

Agreement



STAFF REPORT

To: **Horatio Skeete, Acting City Manager**
From: **Mark Burdick, Fire Chief**
Item Title: **AGREEMENT WITH TARGET SOLUTIONS FOR ONLINE TRAINING PROGRAM**
Requested Council Meeting Date: **11/13/2012**
Meeting Type: **Voting**

PURPOSE

This report contains information for the Target Solutions Online Training Program. The purpose of this report is to request the City Manager forward this item to the City Council for their consideration and approval.

BACKGROUND

The Glendale Fire Department (GFD) has been participating in an online training program for the past 10 years. Some of the online trainings include: Asbestos Awareness, Confined Space, Fire Extinguishers, Hearing Protection, Personal Protective Equipment, Combustible and Flammable Liquids, and Radiation Safety, just to name a few. These classes are not required to be taught in person; therefore, the online training is the best choice for the GFD.

Each firefighter is required to receive 119 hours of mandated training annually that is required by local, state, and federal agencies. With the online training program, GFD has been able to provide mandated training to firefighters while reducing the amount of time they are unavailable for service. During the last fiscal year, Target Solutions provided 19 different online training programs, saving GFD 27,489 hours of time the firefighters would have been unavailable, had they been in an offsite classroom.

GFD followed Glendale's Purchasing Policy and obtained three quotes for online training programs. The quotes ranged from \$15,000 to \$22,500 annually. The lowest, most comprehensive bid was chosen. The agreement term proposed is retroactive to July 1, 2012. Target Solutions recently revised their terms of use and now requires GFD to indemnify them for any claims by a third party related or connected with GFD's use of the web sites or services. For this reason, this agreement requires City Council approval.

FISCAL IMPACTS

This agreement will cover the period from July 1, 2012 through June 30, 2014. The two-year license term will cost \$30,000, split into two annual fees of \$15,000. The first payment being due



STAFF REPORT

upon City Council's approval and the second payment being due in July 2013. This training expense has been budgeted for both fiscal years.

TARGETSOLUTIONS (FORMERLY TARGETSAFETY dba TARGETSOLUTIONS) WEB SITE'S
"TERMS OF USE" INTERACTIVE SERVICE AGREEMENT WITH AND LICENSE FOR
GLENDALE FIRE DEPARTMENT

Date of Revision: October 30, 2012

Welcome to the TargetSolutions, Inc. company web sites, including TargetSolutions.com and various derivatives of www.TargetSafety.com, www.PreventionLink.com, and www.TargetSolutions.com, the company's proprietary web-based platform. These Web Sites Terms of Use (the "Agreement") constitute a legally binding agreement made by and between TargetSolutions, Inc. (collectively, "we", "us", or "TargetSolutions") and the users of all of our web sites, whether personally or on behalf of an entity ("you"). This Agreement governs your use of all of the TargetSolutions web sites (collectively, the "Web Sites") and the course content, services and limited support offered and provided by TargetSolutions on the Web Sites (collectively, the "Services"), so please read it carefully.

You accept that workplace safety, the management and mitigation of risks, compliance, communication and all other services supported by the applications and content contained in the Site are your responsibility. That duty cannot be delegated to TargetSolutions and TargetSolutions accepts no delegation of that duty. TargetSolutions will assist you by providing specific services for which you have requested. All warranties are defined in this agreement and TargetSolutions undertakes no obligations other than those set out in this agreement. Read the terms and conditions of this agreement carefully before using any content or services.

Provisions for All Individuals and Organizations Accessing TargetSolutions' Web Sites

PLEASE NOTE THAT BY ACCESSING OR USING OR ACCEPTING ANY PART OF THE WEB SITES OR THE SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT, INCLUDING THE DISPUTE RESOLUTION PROCEDURE. IF YOU DO NOT AGREE TO BE SO BOUND, DO NOT ACCESS OR USE THE WEB SITES OR THE SERVICES. TARGETSOLUTIONS RESERVES THE RIGHT TO MAKE CHANGES TO THIS AGREEMENT AT ANY TIME. YOUR CONTINUED USE OF THE WEB SITES AND/OR THE SERVICES CONSTITUTES ASSENT TO ANY NEW PROVISIONS OF THIS AGREEMENT THAT MAY BE POSTED ON THE WEB SITES IN THE FUTURE.

1. Using the Web Sites.

a. **Eligibility.** Except as expressly provided below, certain services may only be used by, and registered user status is limited to, individuals who can form legally binding contracts under applicable law ("Registered Users"). Without limitation, minors are prohibited from becoming Registered Users. References in this Agreement to "users" include Registered Users only.

b. **User Registration.** To become a Registered User, you must create an account with TargetSolutions through the online registration process on the Web Sites. In some cases, and only at your organization's request, TargetSolutions may create an online registration for you or groups of users. In other cases, your organization may register you. If you create an account, you must provide with accurate and complete registration information, as prompted in the registration form. You should promptly update your online profile if any of this information changes. If someone else completes an online registration for you, you should review and update your online profile.

c. **Passwords.** If you create an account you will be asked to choose a password. If your account was created for you, you will be asked to create a new password. You must keep your password confidential. You will be responsible for all uses of your password and account, including, without limitation, any use by any unauthorized third party. You must notify TargetSolutions immediately if you believe your password or account has been obtained, or may be accessed or used by, any unauthorized person or entity. In addition, you must notify TargetSolutions immediately if you become aware of any other breach or attempted breach of the security of the Web Sites. For security purposes, TargetSolutions recommends that you change your password often.

d. **Scope of Usage Rights.** The right to use the Web Sites does not necessarily include access to all of the software, course content, services and support provided and licensed by TargetSolutions to its "Clients" for a fee. "Clients" are organizations or business enterprises that independently contract directly with TargetSolutions on behalf of select groups of Registered Users for access to TargetSolutions services for a fee.

e. **License to use.** As a Registered User, TargetSolutions grants you a non-exclusive, non-transferable personal license for individual use of the Services during the term of your service agreement. TargetSolutions warrants that the services provided to you by TargetSolutions hereunder shall be performed in a competent manner, consistent with industry standards.

2. **Content Posted by You or Others in Your Organization.**

a. **Objectionable Content.** Due to the amount of user-generated content, TargetSolutions may not have the ability to control the nature of the content presented by users on or through the Web Sites. You are solely responsible for your interactions with other users of the Web Sites and any content that you post. TargetSolutions is not and will not be liable for any damage or harm resulting from any of the Web Sites' users' content or your interactions with other users of the Web Sites. TargetSolutions reserves the right, but has no obligation, to monitor interactions between you and other users of the Web Sites and to take any other action to restrict access to or the availability of any material we or another user of the Web Sites may consider to be obscene, lewd, lascivious, violent, harassing, defamatory, infringing, abusive, inflammatory, vulgar, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable (including, without limitation, because it violates this Agreement).

b. **Prohibited Content.** You may not post, submit or transmit any content that: (i) is libelous, defamatory or slanderous; (ii) advocates the violent overthrow of the government of the United States; (iii) incites, encourages or threatens immediate physical harm against another; (iv) presents an immediate and genuine danger to another person or entity; or (v) violates any applicable law, regulation, or rule.

3. **User Conduct.**

In, or as a result of, your use of the Web Sites and the Services, you may not: (i) infringe any patent, trademark, trade secret, copyright, right of publicity, or other right of any party, or upload, post, transmit, share, store or otherwise make publicly available on the Web Sites any private information of any third party or any information that would encourage or provide instructions for an unlawful activity; (ii) disrupt or interfere with the security or use of the Services, the Web Sites, or any web sites linked to the Web Sites; (iii) interfere with or damage the Web Sites or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology; (iv) attempt to use another user's account, impersonate another person or entity, misrepresent your affiliation with a person or entity, including (without limitation) TargetSolutions, federal, state, or municipal government,; or create or use a false identity; (v) attempt to obtain unauthorized access to the Web Sites or portions of the Web Sites that are restricted from

the access granted to you; (vi) engage, directly or indirectly, in transmission of spam, chain letters, junk mail or any other type of unsolicited solicitation; (vii) collect, manually or through an automatic process, information about other users (including e-mail addresses or other contact information) without their express consent or other information relating to the Web Sites or the Services; (viii) use any meta tags or any other hidden text utilizing TargetSolutions' name, trademarks, or product names in any manner and in any place; (ix) advertise, offer to sell, or sell any goods or services unless specifically authorized by TargetSolutions in writing; (x) engage in any activity that interferes with any third party's ability to use or enjoy the Web Sites or Services; (xi) upload, post, transmit, share, store or otherwise make available any videos that are of a personal nature, and which are original art or animation (including any audio or music that is part of the video); or (xii) assist any third party in engaging in any activity prohibited by this Agreement.

4. Registered Users.

Registered Users may download and/or copy content or information displayed on the Web Sites for personal use only, provided that all copyright and other notices contained therein are maintained, or to further the business purposes of TargetSolutions "Clients". "Clients" are organizations or business enterprises that independently contract directly with TargetSolutions on behalf of select groups of Registered Users for access to TargetSolutions services for a fee. Copying, sharing, publishing, displaying, and/or preparing derivative works of any content or information from the Web Sites, in any form or by any means, for other than personal (non-commercial) use, or to further the business purposes of TargetSolutions contracted Clients, is expressly prohibited without prior written permission from TargetSolutions or the owner of the copyrighted content.

5. Privacy Policy.

You agree to comply with the terms of TargetSolutions' Privacy Policy (<http://www.TargetSolutions.com/newsite/privacy.htm>), which is incorporated by reference into this Agreement.

6. Intellectual Property Rights.

a. Copyright. Except for content and materials owned by you or by other Registered Users and uploaded onto TargetSolutions' web sites, all materials on the Web Sites and used in the Services, including without limitation, the TargetSolutions logo, designs, text, graphics, information, content, data, images, audio, video, applications, software, metadata, compilations, graphical user interfaces, other files, and the selection, arrangement and organization thereof are either owned by TargetSolutions or are the property of TargetSolutions' suppliers or licensors. Except for your own user content that you legally post on the Web Sites, or for contributed content specifically made available to the general community in the TargetSolutions' Community Resource Center, and except for the limited use granted to Registered Users set forth above in Paragraph 4, no Web Sites' content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, or transmitted, in any form or by any means, in whole or in part, without our prior written permission. No Web Site content may be sold, copied, reproduced, used for derivative works, or used for any commercial purposes. Provided that you are using the Web Sites as a Registered User, you are granted a limited license to access and use the Web Sites and the Services and to download or print a copy of any portion of the Web Sites' content to which you have properly gained access solely for your personal, non-commercial use, or to further the business purposes of TargetSolutions Clients, as defined in Paragraph No. 4 above, provided that you do not alter or delete any trademark, copyright, or other proprietary notices. Except for your own user content, you may not upload, republish, copy, display, or make derivative works from our Web Sites' content on any Internet, Intranet or Extranet site or use the information in any other database or compilation; and any other use of our Web Sites' content is strictly prohibited. Your license is subject to this Agreement and does not permit use of any data mining, robots, scraping or similar

data gathering or extraction methods. Any use of the Web Sites or the Content or Services beyond the scope of the license granted above is prohibited. Copyright © 2008-2010 TargetSolutions. ALL RIGHTS RESERVED.

b. Trademarks. TargetSolutions, the TargetSolutions logos, and the other TargetSolutions product names, tag lines, logos, page headers, custom graphics, button icons, and scripts shown on the Web Sites are trademarks or trade dress of TargetSolutions. Any use by you of such trademarks and trade dress is for the sole benefit of TargetSolutions and all goodwill generated by such use will inure to TargetSolutions. If you refer to TargetSolutions' trademarks or logos, you must include appropriate attribution to TargetSolutions. All other trademarks, trade names and the like that appear on the Web Sites or in the Services are the property of their respective owners. You may not use (including as part of a domain name) any of these trademarks, trade dress, or trade names without express permission.

c. Ownership and Use. TargetSolutions retains ownership of its intellectual property rights and you do not obtain any rights therein by virtue of this Agreement or otherwise. Except for use on the Site or authorized in Section 6 above, you have no right to use, copy, display, perform, publish, create derivative works from, create new works or abstracts from, distribute, have distributed, transmit, or sublicense materials or content available on the Web Sites or through the Services, except as expressly set forth in this Agreement. Notwithstanding the foregoing, you may use the content and materials on our Web Sites and available through our Services in the normal course of your use of the Web Sites and the Services. You may not use any third-party intellectual property without the express written permission of the applicable third party, except as permitted by law.

d. Your Content. Except for the material described in the "Suggestions" section below, to which we will obtain ownership, TargetSolutions will not acquire an ownership interest in the materials you post, input or submit to the Web Sites unless you specifically elect to share such materials, and then TargetSolutions will acquire the non-exclusive license as set forth in Section 9 below.

7. Fees and Payment.

Some of the Services may require payment of fees, either now or in the future. You agree to pay all applicable fees, as described on the Web Sites or in your written proposal or in your written agreement if one exists in connection with such Services selected by you. TargetSolutions reserves the right to change its pricing and to institute new charges at your annual renewal date.

8. Linking and Framing.

During the term of your service agreement, you may create a plain text hyperlink to TargetSolutions's Web Sites provided that neither you nor the link portrays TargetSolutions or any of its products and services in a false or disparaging manner or suggests sponsorship, affiliation or endorsement by or with TargetSolutions. TargetSolutions may, at its discretion, revoke this permission at any time for breach of this Agreement. You may not "frame," inline link, or similarly display any TargetSolutions content or property, including, without limitation, the Web Sites. You may not use any TargetSolutions logo or other of its trademarks as part of the link without express written permission.

9. License Granted to TargetSolutions by Individuals or Organizations Accessing TargetSolution's Community Sharing Services.

By posting, storing or transmitting any content on or to the Web Sites, you hereby: (i) grant to TargetSolutions and its licensees, and represent and warrant that you have the right to grant, a perpetual, worldwide, non-exclusive, royalty-free, fully paid up, transferable, sub-licensable, right and license to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit and sublicense such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose, commercial, advertising, or otherwise, and (ii) agree that the content is subject to being changed, rejected, or deleted

without notice or explanation to you. You hereby irrevocably waive any claims based on moral rights, if any. This will not change the protection under the law for any material which is clearly marked as copyright.

10. DMCA Copyright Policy and Copyright Agent.

TargetSolutions respects the intellectual property rights of others and expects its users and contributors to do the same. TargetSolutions may remove or disable access to content that in its sole discretion appears to infringe the intellectual property rights of others. In addition, TargetSolutions, in its sole and absolute discretion, may terminate the accounts or registrations of users who infringe the intellectual property rights of others within the TargetSolutions.com network. If you believe that a user of the Web Sites or the Services has infringed your intellectual property rights, please notify TargetSolutions' Copyright Agent, and provide the following information: (a) a physical or electronic signature of the person authorized to act on behalf of the owner of the intellectual property right; (b) an identification of the intellectual property claimed to have been infringed; (c) a detailed description of the material that you claim is infringing, so that we may locate it, including the URL where the infringing material appears; (d) your address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the allegedly infringing use is not authorized by the intellectual property rights owner, its agent, or the law; and, (f) a statement by you, made under penalty of perjury, that the foregoing information is accurate and that you are authorized to act on behalf of the owner of the intellectual property rights involved.

If you have had content removed because there has been a Notification of Copyright Infringement pursuant to the Digital Millennium Copyright Act (as described above) you may make a counter notification pursuant to sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. When we receive a counter notification, we may reinstate the material in question. To file a counter notification with us, you must provide a written communication that sets forth the items specified below. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is not infringing the copyrights of others. Therefore, if you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney. To submit your Counter Notification to us please provide the following information:

(a) Identify the specific URLs or other unique identifying information of the material to which TargetSolutions has disabled access or removed;

(b) Provide your name, address, telephone number, email address, and a statement that you consent to the jurisdiction to the Federal District Court for the judicial district in which your address is located (or San Diego County, California if outside of the United States), and that you will accept service of process from the person who provided notification or an agent of such person;

(c) a signed by you under penalty of perjury, that you have a good faith belief that the content identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled, or that the material identified by the complainant has been removed or disabled at the URL identified and will no longer be shown.

TargetSolutions' Copyright Agent can be reached at:

Copyright Agent
TargetSolutions.com, Inc.
10805 Rancho Bernardo Rd., Suite 200
San Diego, CA 92127
USA

Phone: (858) 376-1630

Fax: (858) 487-8762

E-mail: copyright@TargetSolutions.com

11. Representations and Warranties.

a. By Each Party. Each party represents and warrants to the other party: (i) that it has the full power and authority to enter into and perform its obligations under this Agreement, (ii) the assent to and performance by it of its obligations under this Agreement do not constitute a breach of or conflict with any other agreement or arrangement by which it is bound, or any applicable laws, regulations or rules, and (iii) this Agreement constitutes legal, valid and binding obligations of the parties executing or assenting to this Agreement, enforceable in accordance with its terms and conditions.

b. By You. You represent and warrant to TargetSolutions that: (i) you will not infringe the patent, copyright, trademark, trade secret, right of publicity or other intellectual property or proprietary right of TargetSolutions or of any third party in your use of the Web Sites or the Services, and (ii) you will comply with all applicable laws, rules and regulations in your use of the Services and the Web Sites, including this Agreement.

12. Indemnification.

You agree to hold TargetSolutions and its employees, representatives, agents, attorneys, affiliates, directors, officers, managers and shareholders (the "Indemnified Parties") harmless from any damage, loss, cost or expense (including without limitation, attorneys' fees and costs) incurred in connection with any third-party claim, demand or action ("Claim") brought or asserted against any of the Indemnified Parties: (i) alleging facts or circumstances that would constitute a breach of any provision of this agreement.

13. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.

a. DISCLAIMER OF WARRANTIES. TARGETSOLUTIONS PROVIDES THE WEB SITES AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. TARGETSOLUTIONS DOES NOT REPRESENT OR WARRANT THAT THE WEB SITES OR SERVICES OR THEIR USE: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, (iii) WILL MEET YOUR REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE YOU USE. TARGETSOLUTIONS MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS AGREEMENT, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

b. THIRD PARTY SERVICES. THE THIRD-PARTY LINKS, SERVICES, GOODS, RESOURCES AND INFORMATION THAT TARGETSOLUTIONS PROVIDES ON OR MAKES AVAILABLE THROUGH THE WEB SITES, INCLUDING, WITHOUT LIMITATION, THOSE AVAILABLE THROUGH THIRD-PARTY ADVERTISEMENTS, ARE NOT CONTROLLED BY TARGETSOLUTIONS. ACCORDINGLY, TARGETSOLUTIONS MAKES NO WARRANTIES REGARDING SUCH THIRD-PARTY SERVICES, RESOURCES, AND INFORMATION, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY PLUS WILL NOT BE LIABLE FOR YOUR USE OF OR RELIANCE ON SUCH THIRD-PARTY SERVICES, RESOURCES OR INFORMATION.

c. EXCLUSION OF DAMAGES. TARGETSOLUTIONS AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES OR MEMBERS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS,

LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE USE OF THE WEB SITES OR SERVICES, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. LIMITATION OF LIABILITY. IN NO EVENT WILL TARGETSOLUTIONS' LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE WEB SITES, OR THE SERVICES EXCEED THE CONSIDERATION PAID BY YOU FOR CONTENT AND SERVICES UNDER THIS AGREEMENT.

14. Force Majeure.

TargetSolutions will not be liable for failing to perform under this Agreement by the occurrence of any event beyond its reasonable control, including, without limitation, a labor disturbance, an Internet outage or interruption of service, a communications outage, failure by a service provider to TargetSolutions to perform, fire, terrorism, natural disaster or war.

15. Dispute Resolution.

Any claim or controversy of whatever nature, including but not limited to the issue of arbitrability, arising out of or relating to this Agreement or the breach of it, shall be resolved by the dispute resolution procedures set forth below, including final and binding arbitration, if necessary. It is the intent of the parties that any dispute be resolved informally and promptly through good faith negotiation between employees of the parties or their supervisors. The parties therefore agree that should any dispute or controversy arise, the following steps toward resolution will immediately be taken:

I. Correspondence. (a) Either party may initiate negotiation proceedings by sending a certified or registered letter to the other party setting forth the particulars of the dispute, the terms of the contract that are involved, and a suggested resolution of the problem. (b) The recipient of the letter must respond within ten (10) calendar days with an explanation and response to the proposed solution.

II. Negotiation. If correspondence does not resolve the dispute, then the authors of the letters or their representatives shall meet on at least one occasion and attempt to resolve the matter. The meeting should be at a place selected by the parties, and should they not agree, then at the nearest office of TargetSolutions, Inc. Should this step not produce resolution, then the parties agree to mediation as provided below.

III. Mediation. If the controversy is not resolved by informal negotiation within twenty (20) calendar days or any mutually agreed extension of time from the first meeting between the executives, then the case shall be referred to the nearest office of the American Arbitration Association under its Commercial Mediation Rules for mediation. Mediation shall consist of an informal, nonbinding conference or conferences between the parties and the mediator jointly, then in separate caucuses in which the mediator will seek to guide the parties to a resolution of the case. The parties may select any mutually acceptable member from the panel of the American Arbitration Association under its Commercial Mediation Rules. If the parties cannot agree or have no particular choice of mediator and simply request that the American Arbitration Association under its Commercial Mediation Rules assign one to the case, then a list and resumes of available mediators numbering one more than there are parties will be sent to the parties, each of whom shall strike one name leaving the remaining name as the mediator. If more than one name remains, the administrator of the American Arbitration Association under its Commercial Mediation Rules will choose the mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

SECTION II ("Negotiation") and SECTION III ("Mediation") of this agreement are deemed arbitration clauses for the purpose of enforcing compliance with their provisions. Any party to this agreement may seek compliance

with these contract provisions by petition to any court of general jurisdiction. The prevailing party in any such proceeding shall be entitled to the court's order for payment of attorney's fees and costs.

IV. Should any disputes remain or exist between the parties after completion of the two-step resolution process set forth above, then the parties shall promptly submit any dispute, claim or controversy arising out of or relating to this agreement including, but not limited to, any matter with respect to the meaning, effect, validity, termination, interpretation, performance or enforcement of this agreement, to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Either party has the right to submit any dispute to arbitration thirty (30) days after the mediator notifies the party in writing of a finding that there is no possibility of resolution through mediation as set forth above. If the dispute goes to arbitration, each party may select one arbitrator, and the two arbitrators so selected will jointly select a third arbitrator. The arbitration proceeding is to be held in Glendale, Arizona. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by the arbitration laws of the state in which the arbitration is held. Application may be had by any party to any court of general jurisdiction for entry and enforcement of judgment based on the award.

16. Changes to the Web Sites or Service.

TargetSolutions may, in its sole discretion, change, modify, or make improvements to any aspect of the Web Sites or the Services, temporarily or permanently, at any time without notice to you, and TargetSolutions will not be liable for doing so.

17. Term and Termination.

The subscription license period shall have a term of twelve (12) months from date of acceptance (or purchase) unless otherwise specified in your written proposal or written agreement if one exists. Thereafter, the Services shall terminate, unless TargetSolutions grants a renewal of this Agreement to you. TargetSolutions will have the right in its sole discretion, to terminate your account or your access to the Web Sites or Services for any of the following reasons: (i) your breach of any part of this Agreement, or (ii) the failure to extend any term or Renewal Term. You may terminate your profile or your account for any reason at any time by providing notice to TargetSolutions of your intention to do so, subject to this Agreement. If your account is terminated, TargetSolutions may, in its sole discretion, delete any comments, web sites, files, graphics or other content or materials relating to your use of the Web Sites or Services on TargetSolutions' servers or otherwise in its possession or control. Following termination, you may not be permitted to use the Web Sites or the Services without first obtaining TargetSolutions' consent. If your account or your access to the Web Sites or Services is terminated, TargetSolutions reserves the right to exercise whatever means it deems necessary to prevent unauthorized access to the Web Sites or the Services, including, but not limited to, technological barriers, IP mapping, and direct contact with your Internet Service Provider. Provisions of this Agreement that survive termination are ownership of content and services provisions and intellectual property rights thereto, disclaimers, exclusions and limitations of liability.

18. Notices and Electronic Communications.

All notices required or permitted to be given under this Agreement will be in writing and delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. mail, return receipt requested, postage prepaid, or (iii) overnight courier. If you give notice to us you must use the address shown in Section 7. If TargetSolutions provides notice to you, we will use the contact information provided by you to us. All notices will be deemed received as follows: (i) if by hand-delivery, on the date of delivery, (ii) if by delivery by U.S. mail, on the date of receipt appearing on a return receipt card, or (iii) if by overnight courier, on the date receipt is confirmed by such courier service.

19. Suggestions.

You agree that any suggestions, ideas, product uses and potential uses, product ideas, feedback or other information about the Web Sites, the Service, or our products or services ("Suggestions"), provided by you to us are non-confidential to you and shall become by virtue of the transmission to us, to the Web Sites, or to the Service the sole property of TargetSolutions. We will own all of the rights, exclusively, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Suggestions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

20. Integration.

If this Agreement is inconsistent with any Agreements between the parties, this Agreement shall control. This Agreement contains the entire understanding between you and TargetSolutions regarding its subject matter, and supersedes all prior and contemporaneous agreements and understandings between us, whether oral in writing, regarding its subject.

21. Additional Terms.

This Agreement is binding upon each party hereto and its successors and permitted assigns, and shall be governed by and construed in accordance with the laws of the State of Arizona and Maricopa County without reference to the conflict of law principles thereof. We both agree that all actions or proceedings arising in connection with this Agreement shall be arbitrated in accordance with the Arbitration provision of this Agreement exclusively in Maricopa County, Arizona, or in the event the matter is for any reason litigated, tried and litigated exclusively in the state or federal courts located in Maricopa County, Arizona. This choice of venue (for both arbitration and litigation) is intended by the both of us to be mandatory and not permissive in nature, and to preclude the possibility of arbitration or litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. We both waive any right either of us may have to assert the doctrine of forum non conveniens or similar doctrine or to object to the venue with respect to any proceeding brought in accordance with this Section. This Agreement and all of your rights and obligations under it is not assignable or transferable by you without the prior written consent of TargetSolutions. No failure or delay by a party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement. You and TargetSolutions are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. The invalidity or unenforceability of any provision of this Agreement will not invalidate any other provision of this Agreement, all of which will remain in full force and effect. If you reside in or are subject to the laws of a jurisdiction anywhere in the world whose common, statutory, regulatory, or codified law would void this Agreement in whole or in any essential part (the essential parts being at least, but not only, the exclusive venue and exclusive remedy provisions, and the warranty disclaimers), or which make accessing the Web Sites or using the Services illegal, you do so entirely at your own risk.

22. Addendum

TargetSolutions agrees to the terms set forth in the attached Addendum relating to Immigration Law Compliance, Prohibition on business operations in Iran, Sudan, and conflicts.

Approved By:

Print Name:

Title:

Date:

Approved by TargetSolutions:

Thomas Woodward, Executive Vice President

Date:

ADDENDUM

TargetSolutions further agrees as follows:

I. Immigration Law Compliance.

A. TargetSolutions, 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.

B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

C. City of Glendale ("City") retains the legal right to inspect the papers of TargetSolutions or subcontractor employee who performs work under this Agreement to ensure that TargetSolutions or any subcontractor is compliant with the warranty under subsection (A) above.

D. City may conduct random inspections, and upon request of the City, TargetSolutions shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. TargetSolutions 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 I.

E. TargetSolutions agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. TargetSolutions 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.

F. TargetSolutions' warranty and obligations under this Section I to the City are 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.

G. 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.

II. Prohibitions. TargetSolutions 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.

III. Conflicts. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

NOTHING FOLLOWS



CITY COUNCIL REPORT

Meeting Date: **11/13/2012**
Meeting Type: **Voting**
Title: **AWARD OF CONTRACT FOR CUSTODIAL SERVICES**
Staff Contact: **Michelle Woytenko, Deputy Public Works Director**

Purpose and Recommended Action

This is a request for City Council to approve and authorize the City Manager to enter into a contract for custodial services at various city facilities with ISS Facility Services, Inc. in an amount not to exceed \$602,522.40 annually.

Background Summary

The Custodial Services Division of the Public Works Department is responsible for providing the material and labor for custodial services to 52 city buildings representing 567,252 square feet of interior building space. In addition, the Division also provides cleaning services to parking garages, exterior courtyards and special events.

ISS Facility Services, Inc. is currently on a Maricopa County Contract which has similar facilities and service levels as those the city operates. This contract also allows for other government entities to cooperatively purchase with the existing contract. The initial term of the contract will be until February 28, 2014 with an option to extend for three years, in accordance with the terms of the Maricopa County Contract.

The custodial services are currently completed with 16 staff. The approval of this contract will reduce staffing, and a portion of the salary savings will be used to fund the contract. The savings to the General Fund with the use of this contract will be \$283,404 annually.

The outsourcing of the custodial services was presented as a recommended business decision that was ready to implement at the Council workshop on October 2, 2012.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$395,699.22	1000-13460- 518200 (Custodial Services)



CITY COUNCIL REPORT

\$90,679.22	1000-15220-518200 (Library)
\$59,155.47	2530-13480-518200 (GRPSTF)
\$56,988.10	2400-17310-518200 (Water Services)

Capital Expense? Yes No

Budgeted? Yes No

Requesting Budget or Appropriation Transfer? Yes No

If yes, where will the transfer be taken from? 1000-13460-500200, 1000-13480-500200, and 2400-17310-various salary accounts.

Attachments

Staff Report

Agreement



STAFF REPORT

To: **Horatio Skeete, Acting City Manager**
From: **Michelle Woytenko, Deputy Public Works Director**
Item Title: **AWARD OF CONTRACT FOR CUSTODIAL SERVICES**
Requested Council Meeting Date: **11/13/2012**
Meeting Type: **Voting**

PURPOSE

This report contains information on the proposed contract for the provision of custodial services at various city facilities. The purpose of this report is to request the City Manager forward this item to the City Council for their consideration and approval.

BACKGROUND

The Custodial Services Division of the Public Works Department is responsible for providing the material and labor for custodial services to 52 city buildings representing 567,252 square feet of interior building space. In addition, the Division also provides cleaning services to parking garages, exterior courtyards and special events.

Cleaning services are currently provided through 16 full time city employees and the use of temporary staffing agencies for six additional staff. One of the 16 city employees will be retained to monitor and oversee this custodial contract as well as the other facilities maintenance contracts in use by the city. The other staff will be provided the option to be interviewed by the contractor. All of the contractor's employees working in city buildings will be required to satisfactorily pass a background check through the Police Department and will be issued identification.

The outsourcing of the custodial services was presented as a recommended business decision that was ready to implement at the Council workshop on October 2, 2012.

ANALYSIS

Public Works is recommending the approval of the procurement of the Custodial Services in an amount not to exceed \$602,522.40 annually with ISS Facility Services, Inc. ISS Facility Services, Inc. was selected based upon a review of numerous similarly-scoped government contracts and was found to be the lowest cost option that met the city's needs. The contractor will provide all labor and materials to provide custodial services to the buildings currently being serviced in-house. Service levels currently provided at city facilities will not change through the use of this contract.



STAFF REPORT

ISS Facility Services, Inc. is currently on a Maricopa County Contract which has similar facilities and service levels as those the city operates. This contract also allows for other government entities to cooperatively purchase with the existing contract. The initial term of the contract will be until February 28, 2014 with an option to extend for three years, in accordance with the terms of the Maricopa County Contract.

FISCAL IMPACTS

The cost related to this item is \$602,522.40, which represents the total cost for these services. The costs for the contract will be charged to Public Works – Custodial Service, Glendale Regional Public Safety Training Facility, Parks, Recreation and Library.

The use of this contract provides an annual savings of \$268,404 to Public Works – Custodial Services; \$10,000 to Parks, Recreation and Library for the custodial services for the three libraries; and \$5,000 to Glendale Regional Public Safety Training Facility. This represents a total annual savings of \$283,404 to the city. The savings realized are in salaries and benefits, consumable materials, cell phones, fuel, and vehicle maintenance.

**AGREEMENT FOR
Custodial Services**

This Agreement for Custodial Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and ISS Facility Services, Inc., a Delaware corporation, authorized to do business in Arizona, (the "Contractor"), as of the _____ day of _____, 2012.

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**, pursuant to Solicitation No. Maricopa County Contract, Serial 10086-RFP (the "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 attached hereto;
- 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. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services 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 or consultants, retained by City.

1.2 Project Team.

(A) Project Manager.

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

(B) Project Team.

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

(C) Discharge, Reassign, Replacement.

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

(D) Sub-contractors.

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

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

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 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 Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

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

3.4 Coordination; Interaction.

- (A) For projects that the City believes requires the coordination of various professional services, Contractor 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, Contractor 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, 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 Work Product.

- (A) Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the 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) Contractor 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. Contractor 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 Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$602,522.40 annually as specifically detailed in **Exhibit B** (the "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.

- (A) Adjustments to the 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 Contractor without prior written authorization from the City.

5. Billings and Payment.

5.1 Applications.

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

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.

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 30 days following the date of delivery.

- (A) Contractor will be equitably compensated for Service and Repair 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, in accordance with the provision of § 5.
- (B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **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.

8. **Insurance.**

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

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

- (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

(G) Other Contractors or Vendors.

- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
- (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

(H) Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
- (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

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

8.3 Indemnification.

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

that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- (C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

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

10. 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 statutes, 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); and
 - (C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if;

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

11.2 **Representatives.**

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

ISS Facility Services Inc.
 c/o Kimberly Jarrett-Kann
 4811 North 7th Street
 Phoenix, Arizona 85014

- (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 Michelle Woytenko
 6210 West Myrtle Avenue
 Glendale, Arizona 85301
 623-930-2635

With required copy to:

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

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

- (C) Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- (D) Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

- 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 Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- (A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- (B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- (C) The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as 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. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

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 deemed reformed to conform to 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 this initial period until February 28, 2014. The City may, at its sole option and with the approval of the Contractor, extend the term of this Agreement for three (3) additional one (1)-year terms, renewable at the end of the then-current Agreement. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days before the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed upon sixty (60) days' notice and request from the Contractor before the end of the then-current Agreement. There are no automatic renewals of this Agreement.

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

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

City of Glendale,
an Arizona municipal corporation

Horatio Skeete, Acting City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

ISS Facility Services, Inc.,
a Delaware corporation

By: _____
Its: _____

EXHIBIT A

Custodial Services

PROJECT

[see attached]

Exhibit A

The Scope of Work of the contract will be in accordance with Maricopa County Contract, Serial 10086-RFP.

Scope of Work

1. The Contractor shall supply all labor, supervision, materials, supplies, transportation, and all effort necessary to carry out the specifications herein.
2. The Contractor will invoice monthly for only those services provided. Any building may be added or removed with a 30-day notice.
3. There will be times when the Contractor must be called out to perform emergency cleaning requests due to storms, floods, vandalism, or extra services not covered by regular janitorial services. This may occur during business hours or after hours. The Contractor is to respond ONLY if the call is initiated by the City Representative. The Contractor shall respond within 2-hours on-site after receiving such a request.
4. Contractor shall be notified of any infectious biohazardous waste contamination (blood, other body fluids, etc.) and, as directed by City Representative, provide trained personnel for such cleanup.
5. The city has elected to use the Reduced Service Interval as specified in Maricopa County Contract, Serial 10086-RFP.
6. Daily Inspections: As part of the contract administration process, the City Representative will inspect each site as deemed necessary to ensure the Contractor is in compliance with cleaning specifications. An inspection form and deficiency correction shall be in accordance with the Maricopa County Contract Serial 10086-RFP.
7. Product dispensers shall be maintained, repaired or replaced, if worn or broken, by the Contractor.
8. Supplies shall be maintained and provided as described in the Maricopa County Contract Serial 10086-RFP.

General Office Areas

Includes, but not limited to; administrative offices, conference/multipurpose rooms, auditoriums, corridors, lobbies, patio areas, landings, entry ways, handicap ramps, break rooms, lounges, fitness centers, and storage rooms:

	TASK	REDUCED SERVICE INTERVAL
A-1	Empty trash containers, replace liners	Daily
A-2	Empty recycle containers (desk side)	Daily
A-2	Clean outside surface of all office trash containers	Quarterly
A-3	Vacuum all areas of interior carpets	--
A-4	Vacuum all office/cubicle carpet areas	Weekly
A-5	Vacuum office traffic areas	2X/WK
A-6	Vacuum public areas and entry mats	Daily
A-7	Clean and dust mop lobby floors	Daily
A-8	Special clean marble floors/walls, copper ornamentals	--
A-9	Dust mop then damp mop all hard floor areas	3X/WK
A-10	Clean and sanitize drinking fountains; polish metal	Daily
A-11	Spot clean carpets in office traffic areas	1X/WK
A-12	Spray buff hard floor, restore luster, dust mop	2X/MO
A-13	Clean all baseboards in traffic areas	Quarterly
A-14	Clean all non-traffic area baseboards	--
A-15	Dust all cleared furniture tops, vacant shelves, windowsills, ledges, and lobby benches	1X/MO
A-16	Empty public ashtrays (interior and exterior)	Daily
A-17	Broom entryways, clean up cobwebs, mud, pick up litter, etc. (Up to 20 ft. out); Use water hose when required	Daily
A-18	Clean public entry doorways, glass handles, kick plates and adjacent glass	Daily
A-19	Clean non-public doorway areas (doors/landings)	1X/MO
A-20	Clean exterior surface of all trash receptacles located external to the building	1X/MO
A-21	Clean and sanitize public telephones	Daily
A-22	Clean surfaces of exterior patio furniture	3X/WK
A-23	Break room/lounge-clean counters, table tops, chairs, sinks, and restock supplies. If carpeted, spot clean and vacuum; if hard floor, sweep then damp mop	Daily
A-24	Vacuum all office fabric upholstery	Quarterly
A-25	Clean office washable non-fabric seating	1X/MO
A-26	Heavy sweep all patios, exterior stairwells, steps, ramps. Clean any railings	1X/MO
A-26	Dust artwork, whiteboards, silk plants/trees	2X/YR
A-28	Fitness Center – clean and sanitize all fitness equipment (if applicable)	Daily
A-29	Fitness Center – clean exterior surfaces of lockers and interiors of vacant lockers (if applicable)	2X/YR
A-30	Dust/vacuum HVAC vents	1X/YR
A-31	Strip, clean, seal, and finish all hard floors	1X/YR
A-32	Extract and shampoo all carpet	2X/YR
A-33	Dust or vacuum all window coverings (blinds, drapes, etc.)	1X/YR

A-34	Clean all ceiling light diffusers (office areas) (up to 9 ft. height)	1X/YR
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General Office Areas – Libraries

The following additional services shall apply all at Library locations:

	TASK	REDUCED SERVICE INTERVAL
A-35	Vacuum all office fabric upholstery and spot clean	N/A
A-36	Dust and clean all public computers, keyboards, monitors, printers and tables located in the public areas of the library	N/A
A-37	Dusting of books on shelves and book shelves. This may be done in sections during normal service to insure that all shelves and books are dusted once a month.	N/A

Elevators, Landings, and Stairwells

	TASK	REDUCED SERVICE INTERVAL
B-1	Empty trash containers located at landings, replace liners	2X/WK
B-2	Clean outside surface of all trash containers located at landings	1X/MO
B-3	Clean elevator interior all surface of walls, doors (inside and out), railings, and button panels	Daily
B-4	Clean elevator door tracks and landing tracks	1X/WK
B-5	Clean both sides of light diffusers in elevators	1X/YR
B-6	Dust mop, then damp mop elevator tiled floors, vacuum carpeted floors. Spot clean both types	2X/WK
B-7	Strip and wax elevator tiled floor; if carpeted, shampoo	2X/YR
B-8	Clean elevator building floor landings. Floor should be free of stains	1X/MO
B-9	Clean all interior building stairwells and stairwell landings. Clean stair railings	Quarterly
B-10	Clean wall mounted light fixtures located in stairwells	Quarterly
B-11	Clean doors (in/out) of all floors servicing stairwells	Quarterly
B-12	Remove any cobwebs on ceilings/walls of stairwells	Quarterly

Restrooms, Showers, Locker Rooms

	TASK	REDUCED SERVICE INTERVAL
D-1	Empty trash and replace liners	Daily
D-2	Clean outside surface of all trash containers	Quarterly
D-3	Restock supplies	Daily
D-4	Clean mirrors, countertops, sinks, fixtures	Daily
D-5	Clean toilet bowls, seats, rims, base	Daily

D-6	Clean urinals	Daily
D-7	Spot clean walls – remove soil, graffiti, other foreign matter	Daily
D-8	Soap clean all perimeter walls	Quarterly
D-9	Mop floor with germicidal solution	Daily
D-10	Clean and polish stainless steel and chrome surfaces	Daily
D-11	Clean and sanitize showers using germicidal solution	Daily
D-12	Pour 1-gallon germicidal solution into floor drains of RR	1X/WK
D-13	Remove cobwebs on walls/ceilings	As needed
D-14	Fully clean all partition walls and door surfaces	1X/MO
D-15	Clean HVAC vents	1X/YR
D-16	Machine scrub floors	1X/MO
D-17	Clean ceiling/wall light diffusers	1X/YR

Courtrooms

	TASK	REDUCED SERVICE INTERVAL
F-1	Empty trash and replace liners	Daily
F-2	Empty recycle containers	Daily
F-2	Clean outside surfaces of all office trash containers	Quarterly
F-3	Vacuum all carpeted areas	Daily
F-4	Dust mop all hard floors, then damp mop	Daily
F-5	Dust clean and polish judges desk and bench	Daily
F-6	Clean all non-fabric courtroom seating	Daily
F-7	Vacuum and spot clean all fabric seating	Daily
F-8	Dust all horizontal surfaces	1X/WK
F-9	Spot clean carpeted areas and hard floor areas	1X/WK
F-10	Spray buff hard floors, dust mop	1X/MO
F-11	Dust or vacuum window coverings (blinds, drapes, etc.)	1X/YR
F-12	Clean HVAC vents	1X/YR
F-13	Clean baseboards in traffic areas	Quarterly
F-14	Extract and shampoo all carpet	1X/YR
F-15	Strip, clean, seal, and finish all hard floors	1X/YR
F-16	Clean all ceiling light diffusers	1X/YR
F-17	Remove all gum from benches, furnishings and counsel tables	Daily
F-18	Clean sound boards per manufacturer's specifications	Weekly

Janitorial Closets

	TASK	REDUCED SERVICE INTERVAL
G-1	Clean custodial sink	Daily
G-2	Rinse clean all mop buckets	Daily
G-3	Clean all custodial equipment	Daily

G-4	Keep room tidy	Daily
G-5	Empty trash containers	Daily
G-6	Spot clean walls and doors	Quarterly
G-7	Sweep and damp-mop floor	1X/WK
G-8	Clean HVAC vent	1X/YR

Outside Refuse Areas, Loading Docks

	TASK	REDUCED SERVICE INTERVAL
H-1	Inspect immediate area and pickup loose debris	3X/WK
H-2	Sweep load dock and pick-up litter (if applicable)	3X/WK
H-3	Clean around compactor. If unit is taken, clean entire area	2X/MO
H-4	Check outdoor trash/cigarette urns on approach to building. Remove butts daily, empty when container is ½ full and replace line. <u>NOTE:</u> Trash/cigarette urns are approximately 75-100 feet from building main doors	Daily
H-5	Pick-up litter located on/or adjacent to walkways to building	Daily

Parking Garages, Breezeways/Bridges to Buildings

	TASK	REDUCED SERVICE INTERVAL
J-1	See Section B-1 thru B-7 for elevator service and apply	Section B
J-2	See Section B-8 thru B-12 for stairwell cleaning	Section B
J-3	Clean elevator garage floor landings (max 20 ft. out). Floor should be free of stains	1X/WK
J-4	Empty trash receptacles and replace liners (on all levels and all areas)	Daily
J-5	Clean out ashtray located in elevator landing areas	2X/WK
J-6	Clean exterior surface of all trash receptacles located at landings	Quarterly
J-7	Vacuum carpeted breezeways/bridges if carpeted	2X/WK
J-8	Sweep hard floor breezeways/bridges	1X/WK
J-9	Dust sills on breezeways/bridges	1X/MO
J-10	Extract and shampoo all carpeted breezeways/bridges. Damp mop hard floor if finish sealed	1X/YR

EXHIBIT B

Custodial Services

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Selected from the list of service providers found on the Maricopa County Contract Cooperative Purchasing Agreement; the compensation is based upon a price per square footage of City's buildings. Additional custodial services (special events or emergencies) are billed at an hourly rate (see attached detail), but will not exceed the total contract price.

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 (plus any renewals) must not exceed \$602,522.40 annually. Contractor is not guaranteed to receive the not-to-exceed annual amount.

DETAILED PROJECT COMPENSATION

See attached detail.

Compensation

	Location	Sq. Ft.	Price per Sq. Ft.	Monthly Price	Minimum Charge	Total Monthly Price	Consumable Supply Monthly Prices
A01	GMOC Complex	90,187	\$0.05695	\$5,136.15		\$5,136.15	\$1,442.99
A02	Public Safety	69,075	\$0.05695	\$3,933.82		\$3,933.82	\$1,105.20
A02-2	City Court	15,896	\$0.05695	\$905.28		\$905.28	\$254.34
A03	Velma Teague Library	14,789	\$0.05695	\$842.23		\$842.23	\$236.62
A04	Pyramid Peak WTP	12,758	\$0.05695	\$726.57		\$726.57	\$204.13
A05	Arrowhead WTP	12,758	\$0.05695	\$726.57		\$726.57	\$204.13
A06	Cholla WTP	3,871	\$0.05695	\$220.45		\$220.45	\$61.94
A11	Foothills PSB	13,249	\$0.05695	\$754.53		\$754.53	\$211.98
A17	Rose Lane Rec Center	4,482	\$0.05695	\$255.25		\$255.25	\$71.71
A18	O'Neil Rec Center	4,039	\$0.05695	\$230.02		\$230.02	\$64.62
A19	Main Library	57,555	\$0.05695	\$3,277.76		\$3,277.76	\$920.88
A21	Community Center North	3,248	\$0.05695	\$184.97		\$184.97	\$51.97
A22	Cemetery	1,056	\$0.05695	\$60.14	\$175.00	\$175.00	\$16.90
A24	Field Ops	36,739	\$0.05695	\$2,092.29		\$2,092.29	\$587.82
A25	Landfill	4,481	\$0.05695	\$255.19		\$255.19	\$71.70
A26	Airport Terminal	4,617	\$0.05695	\$262.94		\$262.94	\$73.87
A28	Info Tech	4,968	\$0.05695	\$282.93		\$282.93	\$79.49
A30	Youth Center	5,632	\$0.05695	\$320.74		\$320.74	\$90.11
A31	Foothills Library	31,243	\$0.05695	\$1,779.29		\$1,779.29	\$499.89
A34	Housing Authority	4,058	\$0.05695	\$231.10		\$231.10	\$64.93
A43	FS 156 Community RM/RR	924	\$0.05695	\$52.62	\$175.00	\$175.00	\$14.78
A46	FS 157 Traffic	1,848	\$0.05695	\$105.24	\$175.00	\$175.00	\$29.57
A50	GWAWRF - Admin, Mtnc, Blower	17,642	\$0.05695	\$1,004.71		\$1,004.71	\$282.27
A52	Bank of America R/Rs	488	\$0.05695	\$27.79	\$175.00	\$175.00	\$7.81
A55	Adult Center	26,845	\$0.05695	\$1,528.82		\$1,528.82	\$429.52
A57	Gateway PSB	16,010	\$0.05695	\$911.77		\$911.77	\$256.16
A61	Prosecutors Pre Fab	3,709	\$0.05695	\$211.23		\$211.23	\$59.34
A67	Advocacy Center	9,234	\$0.05695	\$525.88		\$525.88	\$147.74
A72	GRPSTC	67,576	\$0.05695	\$3,848.45		\$3,848.45	\$1,081.22
A73	Oasis WTP	18,071	\$0.05695	\$1,029.14		\$1,029.14	\$289.14
A75	Park & Ride	125	\$0.05695	\$7.12	\$175.00	\$175.00	\$2.00
A77	CAP Bldg	3,751	\$0.05695	\$213.62		\$213.62	\$60.02
A80	SU - Honeywell	6,328	\$0.05695	\$360.38		\$360.38	\$101.25
		567,252		\$32,305.00		\$32,927.09	\$9,076.03

Day Porter	\$14.50	\$2,513.33	\$2,513.33
Additional Services:			\$44,516.45 Monthly
Powerwash: \$75.00 hourly*			\$534,197.40 Annually
*\$150 minimum			
General labor: \$14.50 per hour			

Special Events

Provide custodial support for special events 850 hours (to be billed at actual hours)	\$12,325.00
Provide emergency services, parking garage cleaning, and powerwashing as specified by Contract Monitor (allowance – to be billed at actual hours)	\$56,000.00
Contract Total (annually, labor and consumables)	\$602,522.40

EXHIBIT C

Custodial Services

DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

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

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

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

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

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

4. **Exceptions.**

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

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

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



CITY COUNCIL REPORT

Meeting Date: **11/13/2012**
 Meeting Type: **Voting**
 Title: **REQUEST TO PURCHASE FRONTLOAD TRUCK FOR COMMERCIAL SANITATION COLLECTION**
 Staff Contact: **Frank Lomeli, Deputy Public Works Director**

Purpose and Recommended Action

This is a request for City Council to approve the purchase of a frontload truck for commercial sanitation from Rush Truck Centers in an amount not to exceed \$245,323.22.

Background Summary

The commercial sanitation division services over 1,000 commercial customers each month. The truck has been in service for over 12 years and has reached the end of its serviceable lifecycle. A new replacement frontload truck is necessary to remain competitive for commercial sanitation services and to maintain a high level of customer service to the businesses within the City of Glendale.

The vendor, Rush Truck Centers, was awarded this bid through a competitive bid process by the City of Mesa RFB #201095. The City of Mesa has allowed for cooperative use of their contract.

Community Benefit/Public Involvement

By leveraging the economies of scale of this cooperative contract, competitive prices and time savings are realized.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$245,323.22	2480-17820-78002

Capital Expense? Yes No

Budgeted? Yes No

Requesting Budget or Appropriation Transfer? Yes No



CITY COUNCIL REPORT

If yes, where will the transfer be taken from?

Attachments

Staff Report



STAFF REPORT

To: **Horatio Skeete, Acting City Manager**
From: **Frank Lomeli, Deputy Public Works Director**
Item Title: **REQUEST TO PURCHASE FRONTLOAD TRUCK FOR
COMMERCIAL SANITATION COLLECTION**
Requested Council Meeting Date: **11/13/2012**
Meeting Type: **Voting**

PURPOSE

This report contains information on the proposed purchase from Rush Truck Centers for a frontload truck for commercial sanitation collection in an amount not to exceed \$245,323.22. The purpose of this report is to request the City Manager forward this item to the City Council for their consideration and approval.

BACKGROUND

The commercial sanitation division services over 1,000 commercial customers each month. The truck has been in service for over 12 years and has reached the end of its serviceable lifecycle. A new replacement frontload truck is necessary to remain competitive for commercial sanitation services and to maintain a high level of customer service to the businesses within the City of Glendale.

The vendor, Rush Truck Centers, was awarded this bid through a competitive bid process by the City of Mesa RFB #201095 on March 1, 2011, with a two-year contract extension. The terms and conditions of the City of Mesa contract extend the use of the contract by municipalities, school districts and government agencies in the State of Arizona with approval of the contractor. The City of Glendale has received approval from Rush Truck Centers to utilize the contract through the cooperative purchase agreement.

Staff is recommending an award to Rush Truck Centers in the amount of \$245,323.22 for the purchase of a frontload truck for commercial sanitation collection.

ANALYSIS

Staff considered an alternative option to rebuild the frontload truck in lieu of replacing it. Rebuilding the truck would cost approximately \$218,600.00 with a lifespan of five years. Based on this information, staff determined it is more financially and operationally prudent to replace the truck. In contrast, the cost of a new truck will not exceed \$245,323.22, and the life expectancy is approximately seven to nine years (depending on the use and demand over the time period).



STAFF REPORT

Additionally, the warranty period on the new truck is five years on the chassis (engine and transmission), and one year on operational components; therefore, staff concluded that purchasing a new truck is more fiscally and operationally prudent.

Comparative pricing research was conducted on other similar frontload truck prices in the valley and found that the City of Mesa contract price was a fair and reasonable price. The price of a similar frontload truck purchased by a private sector waste hauler in 2012 was \$258,393 and the price of a similar frontload truck purchased by the City of Tempe in October of 2012 was \$253,332. The price received through the cooperative purchase agreement is lower than the two other similar frontload trucks recently purchased by other waste haulers.

FISCAL IMPACTS

Funds for this purchase are available in the FY 2012-13 capital improvement plan of the Sanitation Enterprise Fund.



CITY COUNCIL REPORT

Meeting Date: **11/13/2012**
Meeting Type: **Voting**
Title: **REQUEST TO PURCHASE TRACTOR FOR BULK TRASH COLLECTION**
Staff Contact: **Frank Lomeli, Deputy Public Works Director**

Purpose and Recommended Action

This is a request for City Council to award IFB 13-13 and authorize the purchase from Falcon Power, Inc. for a tractor for bulk trash collection in an amount not to exceed \$89,131.43.

Background Summary

The monthly bulk trash collection service is separated into four collection sections of Glendale, which collect approximately 12,000 tons annually. The tractor needing replacement has been in service for over nine years and has reached the end of its serviceable lifecycle. The new replacement tractor will allow for continued service to residents without interruption by introducing a more reliable piece of equipment into the collection fleet.

One vendor, Falcon Power, Inc. responded to Solicitation IFB 13-13, Bulk Trash Tractor. The tractor offered by Falcon Power, Inc. was determined to be fair and reasonably priced.

Community Benefit/Public Involvement

Approval of this request will allow a seamless transition without interruption to the bulk trash collection service to the Glendale residents.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$89,131.43	2480-17840-78004



CITY COUNCIL REPORT

Capital Expense? Yes No

Budgeted? Yes No

Requesting Budget or Appropriation Transfer? Yes No

If yes, where will the transfer be taken from?

Attachments

Staff Report



STAFF REPORT

To: **Horatio Skeete, Acting City Manager**
From: **Frank Lomeli, Deputy Public Works Director**
Item Title: **REQUEST TO PURCHASE TRACTOR FOR BULK TRASH COLLECTION**
Requested Council Meeting Date: **11/13/2012**
Meeting Type: **Voting**

PURPOSE

This report contains information on the proposed purchase from Falcon Power, Inc. for a tractor for bulk trash collection in an amount not to exceed \$89,131.43. The purpose of this report is to request the City Manager forward this item to the City Council for their consideration and approval.

BACKGROUND

The monthly bulk trash collection service is separated into four collection sections of Glendale, which collect approximately 12,000 tons annually. The tractor needing replacement has been in service for over nine years and has reached the end of its serviceable lifecycle. The new replacement tractor will allow for continued service to residents without interruption by introducing a more reliable piece of equipment into the collection fleet.

One vendor, Falcon Power, Inc., responded to Solicitation IFB 13-13, Bulk Trash Tractor. The tractor offered by Falcon Power, Inc. was determined to be fair and reasonably priced.

Staff is recommending award to Falcon Power, Inc. in the amount of \$89,131.43 for the purchase of a tractor for bulk trash collection.

ANALYSIS

A new replacement tractor is necessary to continue providing this essential service to the City of Glendale residents. An alternative option to refurbish the tractor was evaluated. Refurbishing this tractor would cost approximately \$66,444.70 and would only extend the tractor life by an additional five years. In contrast, the cost of a new tractor will not exceed \$89, 131.43, and the life expectancy is approximately eight to ten years (depending on the use and demand over the time period). Additionally, the warranty period on the new tractor is five years or 7,500 hours, whichever comes first (the city typically averages 800 to 1,000 hours of use per year); therefore, staff concluded that purchasing a new tractor is more fiscally and operationally prudent.



STAFF REPORT

FISCAL IMPACTS

Funds for this purchase are available in the FY 2012-13 capital improvement plan of the Sanitation Enterprise Fund.



CITY COUNCIL REPORT

Meeting Date: **11/13/2012**
Meeting Type: **Voting**
Title: **FISCAL YEAR 2011-12 FINAL BUDGET AMENDMENTS**
Staff Contact: **Sherry Schurhammer, Executive Director, Financial Services**

Purpose and Recommended Action

This is a request for City Council to consider and approve Fiscal Year (FY) 2011-12 final budget amendments. The City of Glendale's total FY 2011-12 budget appropriation across all funds is unchanged. This action is routinely taken parallel to the preparation of the Comprehensive Annual Financial Report for the prior fiscal year.

Staff is requesting that Council waive reading beyond the title and adopt an ordinance approving the FY 2011-12 budget amendments.

Background Summary

The budget represents a plan for spending and is established several months before the FY begins. A budget amendment is a transfer of appropriation authority. A recent clean up ordinance item dealt with budget amendments to reconcile the prior year's actual savings with requested carryover for capital improvement projects. In this case, the budget amendments reflect transfers of appropriation authority to reconcile the budget plan with the actual expenditures incurred or actual revenues received by the end of FY 2012.

Most of the FY 2011-12 budget amendments in the proposed ordinance, Exhibit A, are associated with appropriation changes to the operating budget to accommodate actual fiscal year-end spending activity. Other budget amendments are associated with changes to the budgeted transfers identified in Schedule 4 in the annual budget book. Some examples of the transfers included in Exhibit A are provided below:

- Total revenues to the Arena Special Revenue Fund, as identified in Schedule Four, were higher than expected for FY 2012. As a result, the scheduled transfer from the Arena Special Revenue Fund to the MPC Debt Service Fund was increased accordingly.
- The first installment of the General Fund's repayment to the city's enterprise funds for the FY 2011 loan related to the National Hockey League fee (for management the arena) started in FY 2012 so a transfer of appropriation authority to back the GF cash payment was needed.



CITY COUNCIL REPORT

- The FY 2012 \$20M payment of the Arena Management Fee occurred via loans to the General Fund from the water/sewer funds (\$15M), vehicle replacement fund (\$3M) and technology replacement fund (\$2M). A repayment schedule similar to the FY 2011 loan for that FY's payment to the NHL will be incorporated into the FY 2014 budget.
- Appropriation authority was transferred to the non-departmental division to back the GF cash payment of the airport settlement payment.
- Appropriation authority was transferred to the Benefits Trust Fund for the June 2012 payment for health insurance claims that came in at FY-end.

Previous Related Council Action

Council approved Ordinance No. 2803 New Series and Ordinance No. 2811 New Series for FY 2011-12 budget amendments on May 22, 2012 and June 26, 2012, respectively.

Council approved Ordinance No. 2818 New Series for FY 2012-13 budget amendments on October 9, 2012 for budget transfers made within funds primarily for CIP carry-over reconciliations from the prior fiscal year.

Budget and Financial Impacts

The City of Glendale's total FY 2011-12 budget appropriation across all funds remain unchanged.

Attachments

Staff Report

Ordinance



STAFF REPORT

To: **Horatio Skeete, Acting City Manager**
From: **Sherry Schurhammer, Executive Director, Financial Services**
Item Title: **FISCAL YEAR 2011-12 FINAL BUDGET AMENDMENTS**
Requested Council Meeting Date: **11/13/2012**
Meeting Type: **Voting**

PURPOSE

This report contains information on the proposed Fiscal Year (FY) 2011-12 final budget amendments. The purpose of this report is to request the City Manager to forward this item to City Council for consideration and approval of these budget amendments. The City of Glendale's total FY 2011-12 budget appropriation across all funds is unchanged. This action is routinely taken parallel to the preparation of the Comprehensive Annual Financial Report for the prior fiscal year.

BACKGROUND

A budget amendment is a transfer of appropriation authority. A recent clean up ordinance item dealt with budget amendments to reconcile the prior year's actual savings with requested carryover for capital improvement projects. In this case, the budget amendments reflect transfers of appropriation authority to reconcile the budget plan with the actual expenditures incurred or actual revenues received by the end of FY 2012.

As actual spending activity occurs, transfers of appropriation authority within and between departments and/or funds is required to reflect changes to the initial spending plan. These necessary budget amendments can be identified in those cases when an action or purchase requires Council approval. However, this is not possible in every situation and therefore a budget amendment is needed after the fact. Additionally, sometimes budget amendments are recommended by the city's external auditors after a more detailed analysis of the accounting guidelines.

The causes of changes to the initial spending plan can be summarized as follows:

- Unexpected expenses arise due to unforeseen circumstances;
- Planned spending does not occur as work plans are modified to address changing circumstances;

- Revenue and/or prior FY ending fund balances are different than budgeted so changes to the amount of cash transfers, as identified in Schedule 4 in the annual budget book, are needed; and
- Carryover estimates included in the adopted budget are reconciled to actual prior FY savings available for carryover.

ANALYSIS

Most of the FY 2011-12 budget amendments in the proposed ordinance, Exhibit A, are associated with appropriation changes to the operating budget to accommodate actual fiscal year-end spending activity. Other budget amendments are associated with changes to the budgeted transfers identified in Schedule 4 in the annual budget book. Some examples of the transfers included in Exhibit A are provided below:

- Total revenues to the Arena Special Revenue Fund, as identified in Schedule Four, were higher than expected for FY 2012. As a result, the scheduled transfer from the Arena Special Revenue Fund to the MPC Debt Service Fund was increased accordingly.
- The first installment of the General Fund's repayment to the city's enterprise funds for the FY 2011 loan related to the National Hockey League fee (for management the arena) started in FY 2012 so a transfer of appropriation authority to back the GF cash payment was needed.
- The FY 2012 \$20M payment of the Arena Management Fee occurred via loans to the General Fund from the water/sewer funds (\$15M), vehicle replacement fund (\$3M) and technology replacement fund (\$2M). A repayment schedule similar to the FY 2011 loan for that FY's payment to the NHL will be incorporated into the FY 2014 budget.
- Appropriation authority was transferred to the non-departmental division to back the GF cash payment of the airport settlement payment.
- Appropriation authority was transferred to the Benefits Trust Fund for the June 2012 payment for health insurance claims that came in at FY-end.

Council approved Ordinance No. 2803 New Series and Ordinance No. 2811 New Series for FY 2011-12 budget amendments on May 22, 2012 and June 26, 2012, respectively.

Council approved Ordinance No. 2818 New Series for FY 2012-13 budget amendments on October 9, 2012 for budget transfers made within funds primarily for CIP carry-over reconciliations from the prior fiscal year.

FISCAL IMPACTS

The City of Glendale's total FY 2011-12 budget appropriation across all funds is unchanged.

ORDINANCE NO. 2822 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE TRANSFER OF APPROPRIATION AUTHORIZATION BETWEEN BUDGET ITEMS IN THE ADOPTED FISCAL YEAR 2011-12 BUDGET.

WHEREAS, Glendale City Charter, Article VI, Sec. 11, authorizes the City Council, by ordinance, to transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another.

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

SECTION 1. That the following transfers of appropriation authorization in the adopted Fiscal Year 2011-12 budget are hereby authorized:

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

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:

Acting City Manager

FY 2011-12 Clean-Up Ordinance - Exhibit A (Final)

Line	Type of Transfer	Date	Transfer From...					Amount	Transfer To...				
			Fund	Rollup	Div	Division Description	Acct		Fund	Rollup	Div	Division Description	Acct
1	Inter-Dept, Same Fund	10/25/2012	1000	133	10910	Intergovernmental Programs	518200	33,700	1000	151	10615	Outside Legal Fees	518200
2	Inter-Dept, Same Fund	10/25/2012	1000	241	11610	Budget & Research	529000	230	1000	111	10010	Office of the Mayor	511800
3	Inter-Dept, Same Fund	10/25/2012	1000	241	11610	Budget & Research	529000	250	1000	141	10410	City Court	500200
4	Inter-Dept, Same Fund	10/25/2012	1000	244	11801	Non-Departmental	various	265,180	1000	151	10615	Outside Legal Fees	518200
5	Inter-Dept, Same Fund	10/25/2012	1000	441	15010	Community Revitalization	500200	28,644	1000	221	11340	License/Collection	525800
6	Inter-Dept, Same Fund	10/25/2012	1000	441	15010	Community Revitalization	500200	16,370	1000	620	13450	Facilities Management	518200
7	Inter-Dept, Same Fund	4th Qtr	2530	312	12390	PS Training Ops - Police	523000	4,125	2530	620	13480	PS Training Ops - Fac. Mgmt.	513600
8	Inter-Dept, Same Fund	4th Qtr	2530	331	12590	PS Training Ops - Fire	524400	4,125	2530	620	13480	PS Training Ops - Fac. Mgmt.	513600
9	Inter-Fund	10/25/2012	1340	245	11910	GF/HURF Contingency	510200	1,100,000	1282	221	11415	NHL Loan Repayment	561400
10	Inter-Fund	4th Qtr	1840	331	34001	Grant Approp - Fire Dept	510200	210,000	1720	331	12610	Fire - Special Revenue Fund	518200
11	Inter-Fund	4th Qtr	1840	470	32118	Miscellaneous Grants	510200	2,280	1830	441	31904	PREHAB Faith House-ESG	518200
12	Inter-Fund	10/25/2012	1840	470	32118	Miscellaneous Grants	510200	24,700	1820	171	32050	Case Mgmt-LIHEAP Voucher	531205
13	Inter-Fund	10/25/2012	1840	470	32118	Miscellaneous Grants	510200	1,124,250	2580	191	18210	Benefit Programs	540600
14	Inter-Fund	4th Qtr	1920	900	89920	Streets Bond DS	535000	1,601	1970	900	89991	Transportation Bond DS	535000
15	Inter-Fund	10/25/2012	2540	191	18010	Risk Mgmt Trust Fund	542600	2,335,540	1000	244	11801	Non-Departmental	518200
16	Inter-Fund	10/25/2012	2540	191	18010	Risk Mgmt Trust Fund	542600	21,910	2560	191	18110	Worker's Compensation	518200
17	Other Transfer (Sch4)	4th Qtr	1000	100	01000	General Fund	701930	123,150	1930	100	01930	PFC Debt Service	601000
18	Other Transfer (Sch4)	4th Qtr	1000	100	01000	General Fund	702580	635,113	2580	100	02580	Benefits Trust Fund	601000
19	Other Transfer (Sch4)	4th Qtr	1120	100	01120	Vehicle Replacement Fund	701282	3,000,000	1282	100	01282	Arena Event Operations	601120
20	Other Transfer (Sch4)	4th Qtr	1140	100	01140	PC Replacement Fund	701282	2,000,000	1282	100	01282	Arena Event Operations	601140
21	Other Transfer (Sch4)	4th Qtr	1260	100	01260	Library Special Rev.	701000	30,900	1000	100	01000	General Fund	601260
22	Other Transfer (Sch4)	4th Qtr	1660	100	01660	Transportation Sales Tax	701970	1,660	1970	100	01970	Transportation Debt Service	601660
23	Other Transfer (Sch4)	4th Qtr	1780	100	01780	Arena Special Rev.	701940	1,308,779	1940	100	01940	MPC Bond Debt	601780
24	Other Transfer (Sch4)	4th Qtr	1880	100	01880	Rec. Self-Sustaining	701000	84,630	1000	100	01000	General Fund	601880
25	Other Transfer (Sch4)	4th Qtr	1880	100	01880	Rec. Self-Sustaining	701340	37,470	1340	100	01340	Street Fund Revenue	601880
26	Other Transfer (Sch4)	4th Qtr	2360	100	02360	Water and Sewer	701282	15,000,000	1282	100	01282	Arena Event Operations	602360
27	Salary Savings	10/25/2012	1340	620	16720	Street Maintenance	500200	4,980	1340	620	16720	Street Maintenance	524400
28	27th Payroll - Acct'g Entry	4th Qtr	1840	470	32118	Miscellaneous Grants	510200	1,326	1000	111	10010	Office of the Mayor	500200
29	27th Payroll - Acct'g Entry	4th Qtr	1840	470	32118	Miscellaneous Grants	510200	92	1000	121	10220	Records Management	500200
30	27th Payroll - Acct'g Entry	4th Qtr	1840	470	32118	Miscellaneous Grants	510200	1,172	1000	131	10310	City Manager	500200
31	27th Payroll - Acct'g Entry	4th Qtr	1840	470	32118	Miscellaneous Grants	510200	24	1000	133	10910	Intergovernmental Programs	500200
32	27th Payroll - Acct'g Entry	4th Qtr	1840	470	32118	Miscellaneous Grants	510200	21,304	1000	141	10410	City Court	500200
33	27th Payroll - Acct'g Entry	4th Qtr	1840	470	32118	Miscellaneous Grants	510200	130	1000	151	10610	City Attorney	514400
34	27th Payroll - Acct'g Entry	4th Qtr	1840	470	32118	Miscellaneous Grants	510200	11,039	1000	331	12422	Fire Operations	502600
35	27th Payroll - Acct'g Entry	4th Qtr	1840	470	32118	Miscellaneous Grants	510200	844	1000	511	15510	CD Deputy City Manager	500200
36	27th Payroll - Acct'g Entry	4th Qtr	1840	470	32118	Miscellaneous Grants	510200	12,797	1000	540	16010	Economic Development	500200

FY 2011-12 Clean-Up Ordinance - Exhibit A (Final)

Line	Type of Transfer	Date	Transfer From...					Amount	Transfer To...				
			Fund	Rollup	Div	Division Description	Acct		Fund	Rollup	Div	Division Description	Acct
37	27th Payroll - Acct'g Entry	4th Qtr	1840	470	32118	Miscellaneous Grants	510200	27,731	1000	550	14410	Code Compliance	500200
38	27th Payroll - Acct'g Entry	4th Qtr	1840	470	32118	Miscellaneous Grants	510200	176	1000	620	13410	Field Operations Admin.	500200
39	27th Payroll - Acct'g Entry	4th Qtr	1840	470	32118	Miscellaneous Grants	510200	5,555	1000	620	13420	Cemetery	500200
40	27th Payroll - Acct'g Entry	4th Qtr	1840	470	32118	Miscellaneous Grants	510200	20	1100	231	11520	Telephones	500200
41	27th Payroll - Acct'g Entry	4th Qtr	1840	470	32118	Miscellaneous Grants	510200	1,456	1240	141	10510	Court Security	500200
42	27th Payroll - Acct'g Entry	4th Qtr	1840	470	32118	Miscellaneous Grants	510200	747	1260	452	15410	Library Book Fund	500400
43	27th Payroll - Acct'g Entry	4th Qtr	1840	470	32118	Miscellaneous Grants	510200	4	1283	331	12485	CBRanch - Fire Event Staffing	505200
44	27th Payroll - Acct'g Entry	4th Qtr	1840	470	32118	Miscellaneous Grants	510200	4,438	1283	331	12485	CBRanch - Fire Event Staffing	500600
45	27th Payroll - Acct'g Entry	4th Qtr	1840	470	32118	Miscellaneous Grants	510200	5,894	1760	633	16410	Airport Operations	500200
46	27th Payroll - Acct'g Entry	4th Qtr	1840	470	32118	Miscellaneous Grants	510200	203	2530	331	12590	PS Training Ops - Fire	500200



CITY COUNCIL REPORT

Meeting Date: **11/13/2012**
Meeting Type: **Voting**
Title: **MUNICIPAL PROPERTY CORPORATION DEBT REFINANCING**
Staff Contact: **Diane Goke, Chief Financial Officer**

Purpose and Recommended Action

This is a request for the City Council to adopt an ordinance and authorize the City Manager to refinance a portion of the debt related to the Municipal Property Corporation (MPC) in an amount not to exceed \$61 million.

Background Summary

Municipalities routinely utilize excise tax bonds in order to finance projects and facilities for their communities. The City of Glendale has used MPC excise tax bonds to finance many Council-approved projects including: City Hall, Glendale Regional Public Safety Training Facility, Jobing.com Arena, the conference and media center, and the parking garage at Westgate City Center. The total amount of outstanding MPC debt is \$273 million.

Previous Related Council Action

At the October 30, 2012 Workshop, City Council gave staff direction to move forward with this refinancing.

Budget and Financial Impacts

Upon Council approval, it is estimated that the net present value savings of this refinancing and the Western Loop 101 Public Facilities Corporation refinancing will exceed \$28 million. In addition, there is an expected cash flow savings to the General Fund of approximately \$35 million over the next five years.

Attachments

Staff Report

Ordinance



STAFF REPORT

To: **Horatio Skeete, Acting City Manager**
From: **Diane Goke, Chief Financial Officer**
Item Title: **MUNICIPAL PROPERTY CORPORATION DEBT REFINANCING**
Requested Council Meeting Date: **11/13/2012**
Meeting Type: **Voting**

PURPOSE

This is a request for the City Manager to consider placing an ordinance on the November 13, 2012 Council meeting agenda to refinance a portion of the debt related to the Municipal Property Corporation (MPC) in an amount not to exceed \$61 million.

BACKGROUND

Municipalities routinely utilize excise tax bonds in order to finance projects and facilities for their communities. The City of Glendale has used MPC excise tax bonds to finance many Council-approved projects including: City Hall, Glendale Regional Public Safety Training Facility, Jobing.com Arena, the conference and media center, and the parking garage at Westgate City Center. The total amount of outstanding MPC debt is \$273 million.

At the October 30, 2012 Workshop, City Council gave staff direction to move forward with this refinancing.

ANALYSIS

The Financial Services Department, along with the city's financial advisors and bond counsel, are continuously analyzing the debt of the organization and identifying refinancing opportunities that are fiscally prudent for Council consideration. The proposed refinancing meets and/or exceeds the criteria outlined in the City's Debt Management Plan.

The MPC has issued several bonds over the last ten years for several projects. The bonds being proposed for refinancing are a portion of the 2003 bonds issued to finance the Jobing.com Arena, the 2004 bonds issued to refinance outstanding City of Glendale special improvement district bonds, the 2006 bonds issued to finance the public safety training facility and improvements around Zanjero, and the 2008 bonds issued to finance the expo center, media center, and parking garage at Westgate. The bonds were issued over a multi-year period and currently bear interest at



STAFF REPORT

rates of 3-6.2%. Current market rates are estimated at 4.1%. It is recommended that the city refinance these bonds for interest savings.

The proposed refinancing of the existing debt will not extend the life of the debt beyond the term currently in place.

FISCAL IMPACTS

Upon Council approval, it is estimated that the net present value savings of this refinancing and the Western Loop 101 Public Facilities Corporation refinancing will exceed \$28 million. In addition, there is an expected cash flow savings to the General Fund of approximately \$35 million over the next five years.

ORDINANCE NO. 2823 NEW SERIES

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA (1) AUTHORIZING THE EXECUTION AND DELIVERY OF A TWELFTH SUPPLEMENT TO THE SERIES 1999 LEASE AGREEMENT WITH THE CITY OF GLENDALE MUNICIPAL PROPERTY CORPORATION RELATING TO THE FINANCING OF CERTAIN IMPROVEMENTS AND PUBLIC INFRASTRUCTURE AND THE REFINANCING OF BONDS ISSUED BY THE WESTERN LOOP 101 PUBLIC FACILITIES CORPORATION; (2) PLEDGING CERTAIN EXCISE TAXES AND RECEIPTS IMPOSED OR RECEIVED BY THE CITY; (3) APPROVING THE FORM OF AND REQUESTING THE EXECUTION AND DELIVERY BY CITY OF GLENDALE MUNICIPAL PROPERTY CORPORATION OF A SERIES 2012D/E TWELFTH SUPPLEMENTAL TRUST INDENTURE RELATING TO ONE OR MORE SERIES OF BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$61,000,000 SUCH TWELFTH SUPPLEMENT TO LEASE AGREEMENT, A SERIES 2012D/E GROUND LEASE, A DEPOSITORY TRUST AGREEMENT, AND A PURCHASE AGREEMENT WITH RESPECT TO THE SALE OF SUCH BONDS; (4) DELEGATING TO THE ACTING CITY MANAGER OF THE CITY THE LIMITED AUTHORITY TO DESIGNATE BY SERIES THE FINAL PRINCIPAL AMOUNT, MATURITIES, INTEREST RATES, AND OTHER MATTERS WITH RESPECT TO SUCH BONDS; (5) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE, INCLUDING THE EXECUTION OF CERTAIN DOCUMENTS AND THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT; AND (6) DECLARING AN EMERGENCY

WHEREAS, the City of Glendale Municipal Property Corporation, a nonprofit corporation incorporated and existing pursuant to the laws of the State of Arizona (the "Corporation") was formed to transact any or all lawful business for which nonprofit corporations may be incorporated under the laws of the State of Arizona, including, without limiting the generality of the foregoing, any governmental, civic or community purpose such as financing the cost of acquiring, constructing, reconstructing or improving buildings, equipment, or other real and personal properties suitable for use by and for leasing to the City of Glendale, Arizona (the "City"), or its agencies or instrumentalities; and

WHEREAS, the Corporation assisted the City in financing or refinancing certain projects of the City as described in the Trust Indenture, dated as of October 1, 1999 (the “1999 Indenture”), from the Corporation to the Trustee; and

WHEREAS, in connection with the 1999 Indenture, the City entered into the Series 1999 Lease Agreement, dated as of October 1, 1999 (the “1999 Agreement”), between the City and the Corporation, and pursuant to the terms and conditions of such 1999 Agreement the Corporation leases to the City the Premises as defined therein; and

WHEREAS, the City determined that it was beneficial to its citizens to design, acquire, construct, and equip a multipurpose arena complex (the “Multipurpose Project”) on the Arena Property as described in Exhibit C attached to the hereinafter described 2002 Agreement (the “Multipurpose Property” and together with the Multipurpose Project, the “2002 Project”); and

WHEREAS, in order to finance the costs of the 2002 Project, the Corporation and the City approved a plan of finance (the “Plan of Finance”), initially consisting of the Corporation’s issuance of its City of Glendale Municipal Property Corporation Subordinate Excise Tax Revenue Bonds, issued in two series (the “Series 2002A Bonds” and the “Series 2002B Bonds” and collectively, the “2002A/B Bonds”) and one or more additional series of excise tax secured bonds (collectively, the “Project Bonds”); and

WHEREAS, in connection with the approval of the Plan of Finance, the Corporation and the City entered into a Series 2002 Ground Lease, dated as of June 28, 2002 (the “2002 Ground Lease”) pursuant to which the City leased the Multipurpose Property to the Corporation and the Corporation supplemented the 1999 Indenture by entering into the Series 2002 Supplemental Trust Indenture (the “2002 Indenture”) with the MPC Trustee, pursuant to which the 2002A/B Bonds were issued; and

WHEREAS, in connection with the approval of the Plan of Finance of the Corporation entered into a First Supplement to Series 1999 Lease Agreement, dated as of June 28, 2002 (the “2002 Agreement”), with the City pursuant to which (i) the Multipurpose Property which is to be leased to the Corporation by the City pursuant to the 2002 Ground Lease was re-leased to the City and (ii) the City (A) leased the Multipurpose Property from the Corporation, and (B) agreed to make lease payments to secure the 2002A/B Bonds; and

WHEREAS, as part of the Plan of Finance, the Corporation and the City deemed it necessary and desirable for the Corporation to issue additional Project Bonds consisting of the Corporation’s Subordinate Excise Tax Revenue Bonds, Series 2002C (the “2002C Bonds”), issued pursuant to the Series 2002 Second Supplemental Trust Indenture dated as of December 1, 2002 (the “Second Supplemental Indenture”); and

WHEREAS, in connection with the execution and delivery of the Series 2002C Bonds, the Corporation entered into a Second Supplement to Series 1999 Lease Agreement, dated as of December 1, 2002 (the “Second Supplemental Agreement”) with the City pursuant to which the City agrees to make lease payments to secure the 2002C Bonds; and

WHEREAS, the Corporation assisted the City in financing the Infrastructure Project through the issuance by the Corporation of its City of Glendale Municipal Property Corporation Subordinate Excise Tax Revenue Bonds, Series 2002D (the “2002D Bonds,” and together with the 2002A/B Bonds and the 2002C Bonds, the “2002 Bonds”), which Series 2002D Bonds were secured by the 1999 Indenture, as supplemented and amended including the Series 2002 Third Supplemental Indenture, dated as of December 1, 2002 (the “Third Supplemental Indenture”), and which Series 2002D Bonds have been paid and discharged and are no longer outstanding; and

WHEREAS, in connection with the issuance of the 2002D Bonds, the Corporation and the City entered into the Third Supplement to Series 1999 Lease Agreement, dated as of December 1, 2002 (the “Third Supplemental Agreement”), which sets forth the obligations of the City with respect to the 2002D Bonds; and

WHEREAS, the Corporation and the City provided for the issuance of additional Project Bonds as part of the Plan of Finance, consisting of the issuance by the Corporation of its City of Glendale Municipal Property Corporation \$49,940,000 Excise Tax Revenue Bonds, Series 2003A (the “2003A Bonds”) and its \$105,260,000 Excise Tax Revenue Bonds, Taxable Series 2003B (the “2003B Bonds,” and together with the 2003A Bonds, the “2003A/B Bonds”) which 2003A/B Bonds are secured by the 1999 Indenture, as supplemented and amended including the Series 2003 Fourth Supplemental Indenture, dated as of May 1, 2003 (the “Fourth Supplemental Indenture”); and

WHEREAS, in connection with the issuance of the 2003A/B Bonds, the Corporation and the City entered into the Fourth Supplement to Series 1999 Lease Agreement, dated as of May 1, 2003 (the “Fourth Supplemental Agreement”), which sets forth the obligations of the City with respect to the 2003A/B Bonds; and

WHEREAS, the Corporation and the City provided for the issuance of additional Project Bonds as part of the Plan of Finance, consisting of the issuance by the Corporation of its City of Glendale Municipal Property Corporation \$2,615,000 Subordinate Excise Tax Revenue Bonds, Series 2003C, and \$7,250,000 Subordinate Excise Tax Revenue Bonds, Series 2003D (the “2003C Bonds” and “2003D Bonds”, respectively, and collectively the “2003C/D Bonds,” and together with the 2003A/B Bonds, the “2003 Bonds”) which 2003C/D Bonds are secured by the 1999 Indenture as supplemented and amended by the Fifth Supplemental Indenture, dated as of July 1, 2003 (the “Fifth Supplemental Indenture”); and

WHEREAS, in connection with the issuance of the 2003C/D Bonds, the Corporation and the City entered into the Fifth Supplement to Series 1999 Lease Agreement, dated as of July 1, 2003 (the “Fifth Supplemental Agreement”), which sets forth the obligations of the City with respect to the 2003C/D Bonds; and

WHEREAS, the City determined that it was beneficial to its citizens to refinance certain public infrastructure (the “2004 Infrastructure Project”) originally financed by the City’s Improvement District No. 57 Improvement Bonds and Improvement District No. 59 Improvement Bonds (the “Prior Bonds”) not related to the 2002 Project; and

WHEREAS, the Corporation assisted the City in financing the 2004 Infrastructure Project through the issuance by the Corporation of its City of Glendale Municipal Property Corporation \$10,880,000 Excise Tax Revenue Bonds, Series 2004A (the “2004A Bonds”), which Series 2004A Bonds are secured by the 1999 Indenture, as supplemented and amended including the Sixth Supplemental Indenture, dated as of April 1, 2004 (the “Sixth Supplemental Indenture”); and

WHEREAS, in connection with the issuance of the 2004A Bonds, the Corporation and the City entered into the Sixth Supplement to Series 1999 Lease Agreement, dated as of April 1, 2004 (the “Sixth Supplemental Agreement”), which set forth the obligations of the City with respect to the 2004A Bonds;

WHEREAS, the City has pledged certain excise taxes to the Tourism and Sports Authority (the “Authority”), doing business as the Arizona Sports and Tourism Authority (the “AzSTA Pledge”), pursuant to the Memorandum of Agreement, dated November 1, 2004, by and among the City, the Authority and B&B Holdings, Inc., d/b/a Arizona Cardinals (the “Team”), and signed on behalf of the City on November 16, 2004, on behalf of the Authority on May 12, 2005 and on behalf of the Team on May 11, 2005. Such AzSTA Pledge, by its terms, is on a subordinate basis to the Senior Obligations (defined below) and bonds issued on a parity therewith;

WHEREAS, the City determined that it was beneficial to its citizens to design, acquire, construct, and equip certain public safety facilities and other infrastructure improvements (the “2006A Project”) not related to the 2002 Project; and

WHEREAS, the Corporation assisted the City in financing the 2006A Project through the issuance by the Corporation of its City of Glendale Municipal Property Corporation Excise Tax Revenue Bonds, Series 2006A (the “2006A Bonds”), which Series 2006A Bonds are secured by the 1999 Indenture, as supplemented and amended including by the Seventh Supplemental Indenture, dated as of June 1, 2006 (the “Seventh Supplemental Indenture”), subject to the terms thereof; and

WHEREAS, in connection with the issuance of the 2006A Bonds, the Corporation and the City entered into the Seventh Supplement to Series 1999 Lease Agreement, dated as of June 1, 2006 (the “Seventh Supplemental Agreement”) which sets forth the obligations of the City with respect to the 2006A Bonds; and

WHEREAS, the City determined that it was beneficial to its citizens to design, acquire, construct, and equip certain convention center, media facilities, parking garage, and other public infrastructure near the site of the 2002 Project (the “2006B Project,” and as it relates to the refinancing by the 2006B Bonds, the “2006B Project”); and

WHEREAS, the Corporation assisted the City in financing the 2006B Project through the issuance by the Corporation of its City of Glendale Municipal Property Corporation Subordinate Excise Tax Revenue Bonds, Series 2006B (the “2006B Bonds”), which Series 2006B Bonds are secured by the 1999 Indenture as supplemented and amended including by the Eighth Supplemental Indenture; and

WHEREAS, in connection with the issuance of the 2006B Bonds, the Corporation and the City entered into the Eighth Supplement to Series 1999 Lease Agreement, dated as of June 1, 2006 (the “Eighth Supplemental Agreement”), which sets forth the obligations of the City with respect to the 2006B Bonds; and

WHEREAS, the City determined that was beneficial to its citizens to refinance the 2006B Bonds and the 2006B Project on the property (the “2008 Property”) as described in the Ground Lease dated as of May 1, 2008 (the “2008 Ground Lease”) by and between the City and the Corporation, pursuant to which the City leases the 2008 Property to the Corporation; and

WHEREAS, in order to finance or refinance the 2006B Bonds, the Corporation and the City deemed it necessary and desirable for the Corporation to issue additional Bonds which consisted of the Corporation’s Excise Tax Revenue Bonds, Series 2008A (the “2008A Bonds”), Excise Tax Revenue Bonds, Series 2008B (the “2008B Bonds”) and Excise Tax Revenue Bonds, Series 2008C (the “2008C Bonds,” and together with the 2008A Bonds and 2008B Bonds, collectively, the “2008 Bonds”), of which the 2008B Bonds and 2008C Bonds were issued as taxable 2008 Bonds, issued pursuant to the Series 2008 Ninth Supplemental Trust Indenture dated as of May 1, 2008 (the “Ninth Supplemental Indenture”); and

WHEREAS, in connection with the execution and delivery of the 2008 Bonds, the Corporation entered into a Ninth Supplement to Series 1999 Lease Agreement dated as of May 1, 2008 (the “Ninth Supplemental Agreement”) with the City pursuant to which the Corporation leases the 2008 Property to the City, and the City agrees to make lease payments to secure the 2008 Bonds; and

WHEREAS, the City determined that was beneficial to its citizens to refinance the certain of the 2003A Bonds, the 2004A Bonds and the 2006A Bonds (the “2012A Refunded Bonds”) with respect to the property described in the Ground Leases related to such Bonds (the “2012A Refunded Bonds Ground Leases”) by and between the City and the Corporation, pursuant to which the City leases the property financed by the 2012A Refunded Bonds (the “2012A Property”) to the Corporation; and

WHEREAS, in order to refinance the 2012A Refunded Bonds, the Corporation and the City deemed it necessary and desirable for the Corporation to issue additional Bonds consisting of the Corporation’s Excise Tax Revenue Bonds, Series 2012A (the “2012A Bonds”), issued pursuant to the Series 2012 Tenth Supplemental Trust Indenture dated as of January 1, 2012 (the “Tenth Supplemental Indenture”); and

WHEREAS, in connection with the execution and delivery of the 2012A Bonds, the Corporation entered into a Tenth Supplement to Series 1999 Lease Agreement dated as of January 1, 2012 (the “Tenth Supplemental Agreement”) with the City pursuant to which the Corporation leases the 2012A Property to the City, and the City agrees to make lease payments to secure the 2012A Bonds; and

WHEREAS, the City has determined that is beneficial to its citizens to refinance certain of the 2003A Bonds, the 2003B Bonds, the 2004A Bonds, the 2006A Bonds, the 2008A Bonds and the 2008C Bonds and, depending on market conditions, other bonds of the

Corporation (collectively, the “2012B/C Refunded Bonds”) as described in the ground leases related to the 2012B/C Refunded Bonds (the “2012B/C Refunded Bonds Ground Leases”) by and between the City and the Corporation, pursuant to which the City leases related property to the Corporation; and

WHEREAS, in order to refinance the 2012B/C Refunded Bonds, the Corporation and the City deem it necessary and desirable for the Corporation to issue additional Bonds which may consist of the Corporation’s Senior Lien Excise Tax Revenue Refunding Bonds, Series 2012B (the “2012B Bonds”) and Senior Lien Excise Tax Revenue Refunding Bonds, Series 2012C (the “2012C Bonds”), and together with the 2012B Bonds, the “2012B/C Bonds”), of which the 2012C Bonds and 2012D Bonds may be issued as taxable bonds, to be issued pursuant to the Series 2012B/C Eleventh Supplemental Trust Indenture dated as of December 1, 2012, or such other date determined by the Chief Financial Officer of the City (the “Eleventh Supplemental Indenture”); and

WHEREAS, in connection with the execution and delivery of the 2012B/C Bonds, the Corporation will enter into an Eleventh Supplement to Series 1999 Lease Agreement dated as of December 1, 2012, or such other date determined by the Chief Financial Officer of the City (the “Eleventh Supplemental Agreement”) with the City pursuant to which the Corporation continues the lease of the property related to the 2012B/C Refunded Bonds to the City, and the City agrees to make lease payments to secure the 2012B/C Bonds; and

WHEREAS, Western Loop 101 Public Finance Corporation (the “PFC”) assisted the City in financing the construction and equipping of certain spring training facilities for major league baseball, other public infrastructure on the land associated with the spring training facilities and parking at such facilities (the “2008 PFC Project”) through the issuance by the PFC of the PFC’s Third Lien Excise Tax Revenue Bonds, Tax-Exempt Series 2008A (the “2008A PFC Bonds”), Third Lien Excise Tax Revenue Bonds, Tax-Exempt Series 2008B (the “2008B PFC Bonds”), and Third Lien Excise Tax Revenue Bonds, Taxable Series 2008C (the “2008C PFC Bonds,” and together with the 2008A PFC Bonds and 2008B PFC Bonds, the “2008 PFC Refunded Bonds”); and

WHEREAS, the Corporation was formed to assist the City in acquiring land and in constructing and acquiring improvements thereon and upon land owned by the City for civic, municipal and governmental purpose, as may be requested by the City; and

WHEREAS, the Board of Directors of the Corporation has indicated that they desire to assist the City in refinancing the 2008 PFC Refunded Bonds, among other matters; and

WHEREAS, in order to refinance the 2008 PFC Refunded Bonds, the Corporation and the City deem it necessary and desirable for the Corporation to issue additional Bonds which may consist of the Corporation’s Subordinate Lien Excise Tax Revenue Refunding Bonds, Series 2012D (the “2012D Bonds”) and Subordinate Lien Excise Tax Revenue Refunding Bonds, Series 2012E (the “2012E Bonds,” and together with the 2012D Bonds, the “2012D/E Bonds”), of which the 2012E Bonds may be issued as taxable bonds, to be issued pursuant to the Series 2012D/E Twelfth Supplemental Trust Indenture dated as of December 1, 2012, or such other

date determined by the Chief Financial Officer of the City (the “Twelfth Supplemental Indenture”); and

WHEREAS, in connection with the execution and delivery of the 2012D/E Bonds, the Corporation will enter into a Series 2012D/E Ground Lease dated as of December 1, 2012 (the “2012D/E Ground Lease”) and a Twelfth Supplement to Series 1999 Lease Agreement dated as of December 1, 2012, or such other date determined by the Chief Financial Officer of the City (the “Twelfth Supplemental Agreement”) with the City pursuant to which the City will lease to the Corporation the 2008 PFC Project (after such refunding, the “2012D/E Project”), and the Corporation will lease the 2012D/E Project back from the City, and the City agrees to make lease payments to secure the 2012D/E Bonds; and

WHEREAS, Wells Fargo Bank, N.A., as lead manager, on behalf of itself and the other managers, if any (collectively, the “Original Purchaser”) will offer to purchase, if executed and delivered, the 2012D/E Bonds pursuant to a Bond Purchase Agreement (the “Purchase Agreement”), by and among the Corporation, the Original Purchaser, and the City, and the proceeds of the sale thereof will be applied to refinance the 2008 PFC Refunded Bonds and the City will pledge its Unrestricted Excise Taxes (as defined in the Twelfth Supplemental Agreement), as more fully described herein and in the Basic Documents (defined below); and

WHEREAS, there have been presented to the City Council of the City at the meeting of the City Council of the City at which this Ordinance is being adopted (i) the proposed form of the Twelfth Supplemental Agreement; (ii) the proposed form of Series 2012D/E Ground Lease; (iii) the proposed form of the Purchase Agreement and the Letter of Representation of the City contained therein; (iv) the proposed form of the Continuing Disclosure Undertaking of the City; (v) the proposed form of the Depository Trust Agreement; and (vi) the proposed form of the Twelfth Supplemental Indenture (including the forms of the 2012D/E Bonds) (the items above referred to herein collectively as the “Basic Documents”) and the form of Preliminary Official Statement to be distributed in connection with the offer and sale of the 2012D/E Bonds (the “Preliminary Official Statement”); and

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

WHEREAS, this Council desires to authorize the execution and delivery of the Basic Documents and such other documents as may be necessary in connection with the execution and delivery of said Basic Documents, the pledge of Unrestricted Excise Taxes (as defined herein) for the payment of the amounts due under the Twelfth Supplemental Agreement and the issuance of the 2012D/E Bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GLENDALE, AS FOLLOWS:

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

SECTION 2. The lease of the property related to the 2008 PFC Refunding Bonds from the City to the Corporation set forth in the 2012D/E Ground Lease and the lease of such property from the Corporation as set forth in the Twelfth Supplemental Agreement is hereby approved; and the rent specified in the Twelfth Supplemental Agreement for the 2012D/E Project for those periods specified in the Twelfth Supplemental Agreement (the "Lease Payments") will at least be sufficient to pay the principal and interest on the 2012D/E Bonds and other obligations secured by the Twelfth Supplemental Agreement and the Twelfth Supplemental Agreement is hereby approved (but subject to the limitations on the source of City payments as set forth in Section 3). The Acting City Manager is hereby authorized and directed to execute the Basic Documents on behalf of the City in substantially the form on file with the City Clerk and presented to this Council with such modifications, insertions and changes as may be approved by the executing officials, which approval shall be conclusively evidenced by their execution of the Basic Documents.

SECTION 3. For the payment of the Lease Payments and other amounts due and payable under the Twelfth Supplemental Agreement authorized in Section 2 hereof, there are hereby pledged, on a subordinate basis to the Senior Bonds (described below and on a parity of lien with the Subordinate Obligations (described below), with such exceptions as set forth in the Twelfth Supplemental Agreement with the 2002B Bonds and 2003D Bonds and the City's AZSTA Pledge (collectively, with any additional obligations issued on a parity therewith "Subordinate Obligations"), the City's Unrestricted Excise Taxes, but on a subordinate basis to the 2003A/B Bonds, 2004A Bonds, 2006A Bonds, 2008 Bonds, 2012A Bonds and 2012B/C Bonds (collectively with any additional obligations issued on a parity therewith "Senior Obligations"). It is intended that this pledge of Unrestricted Excise Taxes will be sufficient to make the Lease Payments pursuant to the Twelfth Supplemental Agreement and the City agrees and covenants to make said Lease Payments from such Unrestricted Excise Taxes, except to the extent that it chooses to make such payments from other funds, as permitted by law. Neither the Twelfth Supplemental Agreement nor the promise to pay pursuant thereto nor the 2012D/E Bonds constitute a general obligation of the City nor shall the City be liable for the payments under the Twelfth Supplemental Agreement from ad valorem taxes.

SECTION 4. The City Council of the City hereby finds and determines that the refinancing of the 2008 PFC Refunded Bonds pursuant to the terms of the Twelfth Supplemental Indenture and the Twelfth Supplemental Agreement, through the issuance and the sale of the 2012D/E Bonds, are in furtherance of the purposes of the City and in the public interest will enhance the standard of living within the City and within the State.

The City Council of the City hereby restates its approval of the purposes and activities of the Corporation and the issuance of the 2012D/E Bonds by the Corporation and reconfirms its agreement to accept title to the related projects upon discharge of the obligations related thereto, as provided in the 2012D/E Ground Lease and the Twelfth Supplemental Agreement.

SECTION 5. The City hereby approves the issuance and delivery of the 2012D/E Bonds, as hereinafter described, by the Corporation in an aggregate principal amount not to exceed \$61,000,000.

The 2012D/E Bonds shall be in the denomination of \$5,000 or any integral multiple thereof, shall be dated as determined by the Chief Financial Officer of the City, shall bear interest from such date payable on January 1 and July 1 of each year, commencing as determined by the Chief Financial Officer, and shall be fully registered bonds without coupons. The 2012D/E Bonds shall bear interest at an average rate per annum not to exceed 7.00% and shall mature on July 1 in the years determined by the Chief Financial Officer but not later than 2040.

The forms, terms and provisions of the 2012D/E Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, and number shall be as set forth in the Eleventh Supplemental Indenture and are hereby approved.

The Acting City Manager is hereby authorized and directed to determine on behalf of the City by applicable series: (i) the principal amount of the 2012D/E Bonds; (ii) the final maturity schedule of the 2012D/E Bonds; (iii) the provisions for redemption in advance of maturity or payment of the 2012D/E Bonds; (iv) the interest rates on the 2012D/E Bonds; (v) the sales price and terms of the purchase of the 2012D/E Bonds (including the underwriter's discount [which shall not exceed 1.25% of the aggregate principal amount of the 2012D/E Bonds] and the original issue discount or premium), (vi) the provisions for credit enhancement, if any, for the 2012D/E Bonds including a debt service reserve fund or surety bond; and (vii) the provisions for a contingency amount, if any, if deemed to be in the best interests of the City.

Each series of Bonds may be issued as tax-exempt or taxable as determined by the Chief Financial Officer of the City. The City may determine to issue only the Series 2012D Bonds. If no 2012E Bonds are issued, references therein to such Bonds shall have no force and effect.

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

The forms and other terms and provisions of the 2012D/E Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, and number shall be as set forth in the Twelfth Supplemental Indenture and are hereby approved.

SECTION 6. The City hereby appoints Wells Fargo Bank, N.A. as underwriter of the 2012D/E Bonds. Subject to the determinations described hereinabove, the proposal of the Original Purchaser for the purchase of the 2012D/E Bonds shall be accepted, and the 2012D/E Bonds shall be sold to the Original Purchaser pursuant to the Purchase Agreement upon the terms and conditions contained in the Purchase Agreement and is hereby authorized and approved.

SECTION 7. The forms, terms, and provisions of the Basic Documents, in substantially the forms of such documents (including the exhibits thereto) presented at the meeting of the City Council of the City at which this Ordinance is being adopted, are hereby

approved. The Acting City Manager is hereby authorized and directed to execute and deliver, and the City Clerk of the City to attest, the Basic Documents, the execution of such documents being conclusive evidence of such approval and particularly of approval and acceptance of the covenants contained therein by the City Council of the City on behalf of the City.

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

SECTION 9. The Acting City Manager is authorized to enter into such agreements as he determines necessary in conjunction with obtaining bond insurance or a reserve fund surety bond, if any, and which are necessary to carry out and comply with the terms, provisions, and intent of this Ordinance.

All actions of the City related to preparing and distributing the Preliminary Official Statement are hereby approved and ratified. The portions of the Official Statement regarding the 2012D/E Bonds which concern and describe the City are hereby approved and the Acting City Manager is hereby authorized and directed to execute the same and any required certificates as to the accuracy and completeness of said Official Statement descriptions of the City.

SECTION 10. The Preliminary Official Statement in substantially the form submitted to the City is approved and the distribution of the same is hereby approved. The Preliminary Official Statement is “deemed final” (except for permitted omissions), by the City as of its date for purposes of SEC Rule 15c212(b)(1) and a final official statement will be prepared and distributed to the Original Purchaser for purposes of SEC Rule 15c212(b)(3) and (4). The Acting City Manager is authorized and directed to complete and sign on behalf of the City and in his or her official capacity, the Official Statement, with such modifications, changes, and supplements approved as being necessary to carry out and comply with the terms, provisions, and intent of this Ordinance. The Acting City Manager is authorized to use and distribute, or authorize the use and distribution of, the Official Statement and any supplements thereto as so signed in connection with the original issuance of the 2012D/E Bonds as may in his or her judgment be necessary or appropriate. The references to the City contained in the Preliminary Official Statement and such final Official Statement relating to the 2012D/E Bonds are hereby authorized and approved.

SECTION 11. The Acting City Manager and the Clerk of the City are hereby authorized and directed to do all such acts and things to execute, acknowledge and deliver all such documents (including, without limitation, tax compliance certificates, security agreements and financing statements, any amendments to such documents, and all closing documents) as may in their discretion be deemed necessary or desirable to carry out and comply with the terms, provisions, and intent of this Ordinance and the Basic Documents, and all exhibits to any of the foregoing. All of the acts of the officers of the City which are in conformity with the intent and

purposes of this Ordinance, whether heretofore or hereafter taken or done, shall be and the same are hereby ratified, confirmed, and approved in all respects.

SECTION 12. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the 2012D/E Bonds designated as “tax-exempt” (the “Tax-Exempt Bonds”) in such manner and to such extent as may be necessary so that (a) the Tax-Exempt Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Section 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the “Code”), or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest thereon will not be treated as a preference item under Section 57 of the Code. The Acting City Manager or the Chief Financial Officer, as the fiscal officer, or any other officer having responsibility for issuance of the Tax-Exempt Bonds shall, alone or with any other necessary officer or employee or consultant to the City, give an appropriate certificate of the City for inclusion in the transcript of proceedings for the Tax-Exempt Bonds, setting forth (i) the reasonable expectations of the City regarding the amount and use of all the proceeds of the Tax-Exempt Bonds; (ii) the facts, circumstances, and estimates on which the City’s expectations are based; and (iii) other facts and circumstances relevant to the tax treatment of interest on the Tax-Exempt Bonds.

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

SECTION 13. After any of the 2012D/E Bonds are delivered by the MPC Trustee to the Original Purchaser upon receipt of payment therefor, this Ordinance shall remain in full force and effect until the 2012D/E Bonds and the interest thereon shall have been fully paid, canceled, or discharged.

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

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

EMERGENCY CLAUSE

SECTION 16. The immediate operation of the provisions of this Ordinance is necessary for the public peace, health, and safety of the residents and citizens of the City for the reason that the bonds herein authorized must be sold at the earliest possible time in order to obtain the most advantageous interest rate (including that certain of the 2012D/E Bonds will be sold on a tax-exempt basis subject to customary exceptions) on the 2012D/E Bonds; an emergency is, therefore, declared to exist, and this Ordinance shall be in full force and effect immediately upon its passage and adoption by the Mayor and Council of the City of Glendale, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 13th day of November, 2012.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

b_mpc_\$61M



CITY COUNCIL REPORT

Meeting Date: **11/13/2012**
Meeting Type: **Voting**
Title: **WESTERN LOOP 101 PUBLIC FACILITIES CORPORATION DEBT REFINANCING**
Staff Contact: **Diane Goke, Chief Financial Officer**

Purpose and Recommended Action

This is a request for the City Council to adopt an ordinance and authorize the City Manager to refinance a portion of the debt related to the Western Loop 101 Public Facilities Corporation (PFC) in an amount not to exceed \$203 million.

Background Summary

Municipalities routinely utilize excise tax bonds in order to finance projects and facilities for their communities. The City of Glendale has used PFC excise tax bonds to finance Camelback Ranch Stadium. The total amount of outstanding PFC debt is \$199 million.

Previous Related Council Action

At the October 30, 2012 Workshop, City Council gave staff direction to move forward with this refinancing.

Budget and Financial Impacts

Upon Council approval, it is estimated that the net present value savings of this refinancing as well as the Municipal Property Corporation refinancing will exceed \$28 million. In addition, there is an expected cash flow savings to the General Fund of approximately \$35 million over the next five years.

Attachments

Staff Report

Ordinance



STAFF REPORT

To: **Horatio Skeete, Acting City Manager**
From: **Diane Goke, Chief Financial Officer**
Item Title: **WESTERN LOOP 101 PUBLIC FACILITIES CORPORATION DEBT REFINANCING**
Requested Council Meeting Date: **11/13/2012**
Meeting Type: **Voting**

PURPOSE

This is a request for the City Manager to consider placing an ordinance on the November 13, 2012 Council meeting agenda to refinance all of the debt related to the Western Loop 101 Public Facilities Corporation (PFC) in an amount not to exceed \$203 million.

BACKGROUND

Municipalities routinely utilize excise tax bonds in order to finance projects and facilities for their communities. The City of Glendale issued PFC excise tax bonds for Camelback Ranch Stadium. The total amount of outstanding PFC debt is \$199 million.

At the October 30, 2012 Workshop, City Council gave staff direction to move forward with this refinancing.

ANALYSIS

The Financial Services Department, along with the city's financial advisors and bond counsel, are continuously analyzing the debt of the organization and identifying refinancing opportunities that are fiscally prudent for Council consideration. The proposed refinancing meets and/or exceeds the criteria outlined in the City's Debt Management Plan.

The PFC issued excise tax bonds in October, 2008, in the amount of \$199.8 million to fund the construction of the Camelback Ranch Glendale, the spring training home of the Los Angeles Dodgers and the Chicago White Sox. The bonds carry an interest rate of 5-7.5% and matures over the next 26 years. Current market rates are estimated at 4.5% for these bonds. It is recommended to refinance all of these bonds for interest savings.

The proposed refinancing/refunding of the existing debt will not extend the life of the debt beyond the term currently in place.



STAFF REPORT

FISCAL IMPACTS

Upon Council approval, it is estimated that the net present value savings of this refinancing as well as the Municipal Properties Corporation refinancing will exceed \$28 million. In addition, there is an expected cash flow savings to the General Fund of approximately \$35 million over the next five years.

ORDINANCE NO. 2824 NEW SERIES

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA (1) AUTHORIZING THE EXECUTION AND DELIVERY OF A TWELFTH SUPPLEMENT TO THE SERIES 1999 LEASE AGREEMENT WITH THE CITY OF GLENDALE MUNICIPAL PROPERTY CORPORATION RELATING TO THE FINANCING OF CERTAIN IMPROVEMENTS AND PUBLIC INFRASTRUCTURE AND THE REFINANCING OF BONDS ISSUED BY THE WESTERN LOOP 101 PUBLIC FACILITIES CORPORATION; (2) PLEDGING CERTAIN EXCISE TAXES AND RECEIPTS IMPOSED OR RECEIVED BY THE CITY; (3) APPROVING THE FORM OF AND REQUESTING THE EXECUTION AND DELIVERY BY CITY OF GLENDALE MUNICIPAL PROPERTY CORPORATION OF A SERIES 2012D/E TWELFTH SUPPLEMENTAL TRUST INDENTURE RELATING TO ONE OR MORE SERIES OF BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$203,000,000 SUCH TWELFTH SUPPLEMENT TO LEASE AGREEMENT, A SERIES 2012D/E GROUND LEASE, A DEPOSITORY TRUST AGREEMENT AND A PURCHASE AGREEMENT WITH RESPECT TO THE SALE OF SUCH BONDS; (4) DELEGATING TO THE ACTING CITY MANAGER OF THE CITY THE LIMITED AUTHORITY TO DESIGNATE BY SERIES THE FINAL PRINCIPAL AMOUNT, MATURITIES, INTEREST RATES, AND OTHER MATTERS WITH RESPECT TO SUCH BONDS; (5) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE, INCLUDING THE EXECUTION OF CERTAIN DOCUMENTS AND THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT; AND (6) DECLARING AN EMERGENCY

WHEREAS, the City of Glendale Municipal Property Corporation, a nonprofit corporation incorporated and existing pursuant to the laws of the State of Arizona (the "Corporation") was formed to transact any or all lawful business for which nonprofit corporations may be incorporated under the laws of the State of Arizona, including, without limiting the generality of the foregoing, any governmental, civic or community purpose such as financing the cost of acquiring, constructing, reconstructing or improving buildings, equipment, or other real and personal properties suitable for use by and for leasing to the City of Glendale, Arizona (the "City"), or its agencies or instrumentalities; and

WHEREAS, the Corporation assisted the City in financing or refinancing certain projects of the City as described in the Trust Indenture, dated as of October 1, 1999 (the “1999 Indenture”), from the Corporation to the Trustee; and

WHEREAS, in connection with the 1999 Indenture, the City entered into the Series 1999 Lease Agreement, dated as of October 1, 1999 (the “1999 Agreement”), between the City and the Corporation, and pursuant to the terms and conditions of such 1999 Agreement the Corporation leases to the City the Premises as defined therein; and

WHEREAS, the City determined that it was beneficial to its citizens to design, acquire, construct, and equip a multipurpose arena complex (the “Multipurpose Project”) on the Arena Property as described in Exhibit C attached to the hereinafter described 2002 Agreement (the “Multipurpose Property” and together with the Multipurpose Project, the “2002 Project”); and

WHEREAS, in order to finance the costs of the 2002 Project, the Corporation and the City approved a plan of finance (the “Plan of Finance”), initially consisting of the Corporation’s issuance of its City of Glendale Municipal Property Corporation Subordinate Excise Tax Revenue Bonds, issued in two series (the “Series 2002A Bonds” and the “Series 2002B Bonds” and collectively, the “2002A/B Bonds”) and one or more additional series of excise tax secured bonds (collectively, the “Project Bonds”); and

WHEREAS, in connection with the approval of the Plan of Finance, the Corporation and the City entered into a Series 2002 Ground Lease, dated as of June 28, 2002 (the “2002 Ground Lease”) pursuant to which the City leased the Multipurpose Property to the Corporation and the Corporation supplemented the 1999 Indenture by entering into the Series 2002 Supplemental Trust Indenture (the “2002 Indenture”) with the MPC Trustee, pursuant to which the 2002A/B Bonds were issued; and

WHEREAS, in connection with the approval of the Plan of Finance of the Corporation entered into a First Supplement to Series 1999 Lease Agreement, dated as of June 28, 2002 (the “2002 Agreement”), with the City pursuant to which (i) the Multipurpose Property which is to be leased to the Corporation by the City pursuant to the 2002 Ground Lease was re-leased to the City and (ii) the City (A) leased the Multipurpose Property from the Corporation, and (B) agreed to make lease payments to secure the 2002A/B Bonds; and

WHEREAS, as part of the Plan of Finance, the Corporation and the City deemed it necessary and desirable for the Corporation to issue additional Project Bonds consisting of the Corporation’s Subordinate Excise Tax Revenue Bonds, Series 2002C (the “2002C Bonds”), issued pursuant to the Series 2002 Second Supplemental Trust Indenture dated as of December 1, 2002 (the “Second Supplemental Indenture”); and

WHEREAS, in connection with the execution and delivery of the Series 2002C Bonds, the Corporation entered into a Second Supplement to Series 1999 Lease Agreement, dated as of December 1, 2002 (the “Second Supplemental Agreement”) with the City pursuant to which the City agrees to make lease payments to secure the 2002C Bonds; and

WHEREAS, the Corporation assisted the City in financing the Infrastructure Project through the issuance by the Corporation of its City of Glendale Municipal Property Corporation Subordinate Excise Tax Revenue Bonds, Series 2002D (the “2002D Bonds,” and together with the 2002A/B Bonds and the 2002C Bonds, the “2002 Bonds”), which Series 2002D Bonds were secured by the 1999 Indenture, as supplemented and amended including the Series 2002 Third Supplemental Indenture, dated as of December 1, 2002 (the “Third Supplemental Indenture”), and which Series 2002D Bonds have been paid and discharged and are no longer outstanding; and

WHEREAS, in connection with the issuance of the 2002D Bonds, the Corporation and the City entered into the Third Supplement to Series 1999 Lease Agreement, dated as of December 1, 2002 (the “Third Supplemental Agreement”), which sets forth the obligations of the City with respect to the 2002D Bonds; and

WHEREAS, the Corporation and the City provided for the issuance of additional Project Bonds as part of the Plan of Finance, consisting of the issuance by the Corporation of its City of Glendale Municipal Property Corporation \$49,940,000 Excise Tax Revenue Bonds, Series 2003A (the “2003A Bonds”) and its \$105,260,000 Excise Tax Revenue Bonds, Taxable Series 2003B (the “2003B Bonds,” and together with the 2003A Bonds, the “2003A/B Bonds”) which 2003A/B Bonds are secured by the 1999 Indenture, as supplemented and amended including the Series 2003 Fourth Supplemental Indenture, dated as of May 1, 2003 (the “Fourth Supplemental Indenture”); and

WHEREAS, in connection with the issuance of the 2003A/B Bonds, the Corporation and the City entered into the Fourth Supplement to Series 1999 Lease Agreement, dated as of May 1, 2003 (the “Fourth Supplemental Agreement”), which sets forth the obligations of the City with respect to the 2003A/B Bonds; and

WHEREAS, the Corporation and the City provided for the issuance of additional Project Bonds as part of the Plan of Finance, consisting of the issuance by the Corporation of its City of Glendale Municipal Property Corporation \$2,615,000 Subordinate Excise Tax Revenue Bonds, Series 2003C, and \$7,250,000 Subordinate Excise Tax Revenue Bonds, Series 2003D (the “2003C Bonds” and “2003D Bonds”, respectively, and collectively the “2003C/D Bonds,” and together with the 2003A/B Bonds, the “2003 Bonds”) which 2003C/D Bonds are secured by the 1999 Indenture as supplemented and amended by the Fifth Supplemental Indenture, dated as of July 1, 2003 (the “Fifth Supplemental Indenture”); and

WHEREAS, in connection with the issuance of the 2003C/D Bonds, the Corporation and the City entered into the Fifth Supplement to Series 1999 Lease Agreement, dated as of July 1, 2003 (the “Fifth Supplemental Agreement”), which sets forth the obligations of the City with respect to the 2003C/D Bonds; and

WHEREAS, the City determined that it was beneficial to its citizens to refinance certain public infrastructure (the “2004 Infrastructure Project”) originally financed by the City’s Improvement District No. 57 Improvement Bonds and Improvement District No. 59 Improvement Bonds (the “Prior Bonds”) not related to the 2002 Project; and

WHEREAS, the Corporation assisted the City in financing the 2004 Infrastructure Project through the issuance by the Corporation of its City of Glendale Municipal Property Corporation \$10,880,000 Excise Tax Revenue Bonds, Series 2004A (the “2004A Bonds”), which Series 2004A Bonds are secured by the 1999 Indenture, as supplemented and amended including the Sixth Supplemental Indenture, dated as of April 1, 2004 (the “Sixth Supplemental Indenture”); and

WHEREAS, in connection with the issuance of the 2004A Bonds, the Corporation and the City entered into the Sixth Supplement to Series 1999 Lease Agreement, dated as of April 1, 2004 (the “Sixth Supplemental Agreement”), which set forth the obligations of the City with respect to the 2004A Bonds;

WHEREAS, the City has pledged certain excise taxes to the Tourism and Sports Authority (the “Authority”), doing business as the Arizona Sports and Tourism Authority (the “AzSTA Pledge”), pursuant to the Memorandum of Agreement, dated November 1, 2004, by and among the City, the Authority and B&B Holdings, Inc., d/b/a Arizona Cardinals (the “Team”), and signed on behalf of the City on November 16, 2004, on behalf of the Authority on May 12, 2005 and on behalf of the Team on May 11, 2005. Such AzSTA Pledge, by its terms, is on a subordinate basis to the Senior Obligations (defined below) and bonds issued on a parity therewith;

WHEREAS, the City determined that it was beneficial to its citizens to design, acquire, construct, and equip certain public safety facilities and other infrastructure improvements (the “2006A Project”) not related to the 2002 Project; and

WHEREAS, the Corporation assisted the City in financing the 2006A Project through the issuance by the Corporation of its City of Glendale Municipal Property Corporation Excise Tax Revenue Bonds, Series 2006A (the “2006A Bonds”), which Series 2006A Bonds are secured by the 1999 Indenture, as supplemented and amended including by the Seventh Supplemental Indenture, dated as of June 1, 2006 (the “Seventh Supplemental Indenture”), subject to the terms thereof; and

WHEREAS, in connection with the issuance of the 2006A Bonds, the Corporation and the City entered into the Seventh Supplement to Series 1999 Lease Agreement, dated as of June 1, 2006 (the “Seventh Supplemental Agreement”) which sets forth the obligations of the City with respect to the 2006A Bonds; and

WHEREAS, the City determined that it was beneficial to its citizens to design, acquire, construct, and equip certain convention center, media facilities, parking garage, and other public infrastructure near the site of the 2002 Project (the “2006B Project,” and as it relates to the refinancing by the 2006B Bonds, the “2006B Project”); and

WHEREAS, the Corporation assisted the City in financing the 2006B Project through the issuance by the Corporation of its City of Glendale Municipal Property Corporation Subordinate Excise Tax Revenue Bonds, Series 2006B (the “2006B Bonds”), which Series 2006B Bonds are secured by the 1999 Indenture as supplemented and amended including by the Eighth Supplemental Indenture; and

WHEREAS, in connection with the issuance of the 2006B Bonds, the Corporation and the City entered into the Eighth Supplement to Series 1999 Lease Agreement, dated as of June 1, 2006 (the “Eighth Supplemental Agreement”), which sets forth the obligations of the City with respect to the 2006B Bonds; and

WHEREAS, the City determined that was beneficial to its citizens to refinance the 2006B Bonds and the 2006B Project on the property (the “2008 Property”) as described in the Ground Lease dated as of May 1, 2008 (the “2008 Ground Lease”) by and between the City and the Corporation, pursuant to which the City leases the 2008 Property to the Corporation; and

WHEREAS, in order to finance or refinance the 2006B Bonds, the Corporation and the City deemed it necessary and desirable for the Corporation to issue additional Bonds which consisted of the Corporation’s Excise Tax Revenue Bonds, Series 2008A (the “2008A Bonds”), Excise Tax Revenue Bonds, Series 2008B (the “2008B Bonds”) and Excise Tax Revenue Bonds, Series 2008C (the “2008C Bonds,” and together with the 2008A Bonds and 2008B Bonds, collectively, the “2008 Bonds”), of which the 2008B Bonds and 2008C Bonds were issued as taxable 2008 Bonds, issued pursuant to the Series 2008 Ninth Supplemental Trust Indenture dated as of May 1, 2008 (the “Ninth Supplemental Indenture”); and

WHEREAS, in connection with the execution and delivery of the 2008 Bonds, the Corporation entered into a Ninth Supplement to Series 1999 Lease Agreement dated as of May 1, 2008 (the “Ninth Supplemental Agreement”) with the City pursuant to which the Corporation leases the 2008 Property to the City, and the City agrees to make lease payments to secure the 2008 Bonds; and

WHEREAS, the City determined that was beneficial to its citizens to refinance the certain of the 2003A Bonds, the 2004A Bonds and the 2006A Bonds (the “2012A Refunded Bonds”) with respect to the property described in the Ground Leases related to such Bonds (the “2012A Refunded Bonds Ground Leases”) by and between the City and the Corporation, pursuant to which the City leases the property financed by the 2012A Refunded Bonds (the “2012A Property”) to the Corporation; and

WHEREAS, in order to refinance the 2012A Refunded Bonds, the Corporation and the City deemed it necessary and desirable for the Corporation to issue additional Bonds consisting of the Corporation’s Excise Tax Revenue Bonds, Series 2012A (the “2012A Bonds”), issued pursuant to the Series 2012 Tenth Supplemental Trust Indenture dated as of January 1, 2012 (the “Tenth Supplemental Indenture”); and

WHEREAS, in connection with the execution and delivery of the 2012A Bonds, the Corporation entered into a Tenth Supplement to Series 1999 Lease Agreement dated as of January 1, 2012 (the “Tenth Supplemental Agreement”) with the City pursuant to which the Corporation leases the 2012A Property to the City, and the City agrees to make lease payments to secure the 2012A Bonds; and

WHEREAS, the City has determined that is beneficial to its citizens to refinance certain of the 2003A Bonds, the 2003B Bonds, the 2004A Bonds, the 2006A Bonds, the 2008A Bonds and the 2008C Bonds and, depending on market conditions, other bonds of the

Corporation (collectively, the “2012B/C Refunded Bonds”) as described in the ground leases related to the 2012B/C Refunded Bonds (the “2012B/C Refunded Bonds Ground Leases”) by and between the City and the Corporation, pursuant to which the City leases related property to the Corporation; and

WHEREAS, in order to refinance the 2012B/C Refunded Bonds, the Corporation and the City deem it necessary and desirable for the Corporation to issue additional Bonds which may consist of the Corporation’s Senior Lien Excise Tax Revenue Refunding Bonds, Series 2012B (the “2012B Bonds”) and Senior Lien Excise Tax Revenue Refunding Bonds, Series 2012C (the “2012C Bonds”), and together with the 2012B Bonds, the “2012B/C Bonds”), of which the 2012C Bonds and 2012D Bonds may be issued as taxable bonds, to be issued pursuant to the Series 2012B/C Eleventh Supplemental Trust Indenture dated as of December 1, 2012, or such other date determined by the Chief Financial Officer of the City (the “Eleventh Supplemental Indenture”); and

WHEREAS, in connection with the execution and delivery of the 2012B/C Bonds, the Corporation will enter into an Eleventh Supplement to Series 1999 Lease Agreement dated as of December 1, 2012, or such other date determined by the Chief Financial Officer of the City (the “Eleventh Supplemental Agreement”) with the City pursuant to which the Corporation continues the lease of the property related to the 2012B/C Refunded Bonds to the City, and the City agrees to make lease payments to secure the 2012B/C Bonds; and

WHEREAS, Western Loop 101 Public Finance Corporation (the “PFC”) assisted the City in financing the construction and equipping of certain spring training facilities for major league baseball, other public infrastructure on the land associated with the spring training facilities and parking at such facilities (the “2008 PFC Project”) through the issuance by the PFC of the PFC’s Third Lien Excise Tax Revenue Bonds, Tax-Exempt Series 2008A (the “2008A PFC Bonds”), Third Lien Excise Tax Revenue Bonds, Tax-Exempt Series 2008B (the “2008B PFC Bonds”), and Third Lien Excise Tax Revenue Bonds, Taxable Series 2008C (the “2008C PFC Bonds,” and together with the 2008A PFC Bonds and 2008B PFC Bonds, the “2008 PFC Refunded Bonds”); and

WHEREAS, the Corporation was formed to assist the City in acquiring land and in constructing and acquiring improvements thereon and upon land owned by the City for civic, municipal and governmental purpose, as may be requested by the City; and

WHEREAS, the Board of Directors of the Corporation has indicated that they desire to assist the City in refinancing the 2008 PFC Refunded Bonds, among other matters; and

WHEREAS, in order to refinance the 2008 PFC Refunded Bonds, the Corporation and the City deem it necessary and desirable for the Corporation to issue additional Bonds which may consist of the Corporation’s Subordinate Lien Excise Tax Revenue Refunding Bonds, Series 2012D (the “2012D Bonds”) and Subordinate Lien Excise Tax Revenue Refunding Bonds, Series 2012E (the “2012E Bonds,” and together with the 2012D Bonds, the “2012D/E Bonds”), of which the 2012E Bonds may be issued as taxable bonds, to be issued pursuant to the Series 2012D/E Twelfth Supplemental Trust Indenture dated as of December 1, 2012, or such other

date determined by the Chief Financial Officer of the City (the “Twelfth Supplemental Indenture”); and

WHEREAS, in connection with the execution and delivery of the 2012D/E Bonds, the Corporation will enter into a Series 2012D/E Ground Lease dated as of December 1, 2012 (the “2012D/E Ground Lease”) and a Twelfth Supplement to Series 1999 Lease Agreement dated as of December 1, 2012, or such other date determined by the Chief Financial Officer of the City (the “Twelfth Supplemental Agreement”) with the City pursuant to which the City will lease to the Corporation the 2008 PFC Project (after such refunding, the “2012D/E Project”), and the Corporation will lease the 2012D/E Project back from the City, and the City agrees to make lease payments to secure the 2012D/E Bonds; and

WHEREAS, Wells Fargo Bank, N.A., as lead manager, on behalf of itself and the other managers, if any (collectively, the “Original Purchaser”) will offer to purchase, if executed and delivered, the 2012D/E Bonds pursuant to a Bond Purchase Agreement (the “Purchase Agreement”), by and among the Corporation, the Original Purchaser, and the City, and the proceeds of the sale thereof will be applied to refinance the 2008 PFC Refunded Bonds and the City will pledge its Unrestricted Excise Taxes (as defined in the Twelfth Supplemental Agreement), as more fully described herein and in the Basic Documents (defined below); and

WHEREAS, there have been presented to the City Council of the City at the meeting of the City Council of the City at which this Ordinance is being adopted (i) the proposed form of the Twelfth Supplemental Agreement; (ii) the proposed form of Series 2012D/E Ground Lease; (iii) the proposed form of the Purchase Agreement and the Letter of Representation of the City contained therein; (iv) the proposed form of the Continuing Disclosure Undertaking of the City; (v) the proposed form of the Depository Trust Agreement; and (vi) the proposed form of the Twelfth Supplemental Indenture (including the forms of the 2012D/E Bonds) (the items above referred to herein collectively as the “Basic Documents”) and the form of Preliminary Official Statement to be distributed in connection with the offer and sale of the 2012D/E Bonds (the “Preliminary Official Statement”); and

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

WHEREAS, this Council desires to authorize the execution and delivery of the Basic Documents and such other documents as may be necessary in connection with the execution and delivery of said Basic Documents, the pledge of Unrestricted Excise Taxes (as defined herein) for the payment of the amounts due under the Twelfth Supplemental Agreement and the issuance of the 2012D/E Bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GLENDALE, AS FOLLOWS:

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

SECTION 2. The lease of the property related to the 2008 PFC Refunding Bonds from the City to the Corporation set forth in the 2012D/E Ground Lease and the lease of such property from the Corporation as set forth in the Twelfth Supplemental Agreement is hereby approved; and the rent specified in the Twelfth Supplemental Agreement for the 2012D/E Project for those periods specified in the Twelfth Supplemental Agreement (the "Lease Payments") will at least be sufficient to pay the principal and interest on the 2012D/E Bonds and other obligations secured by the Twelfth Supplemental Agreement and the Twelfth Supplemental Agreement is hereby approved (but subject to the limitations on the source of City payments as set forth in Section 3). The Acting City Manager are hereby authorized and directed to execute the Basic Documents on behalf of the City in substantially the form on file with the City Clerk and presented to this Council with such modifications, insertions and changes as may be approved by the executing officials, which approval shall be conclusively evidenced by their execution of the Basic Documents.

SECTION 3. For the payment of the Lease Payments and other amounts due and payable under the Twelfth Supplemental Agreement authorized in Section 2 hereof, there are hereby pledged, on a subordinate basis to the Senior Bonds (described below and on a parity of lien with the Subordinate Obligations (described below), with such exceptions as set forth in the Twelfth Supplemental Agreement with the 2002B Bonds and 2003D Bonds and the City's AZSTA Pledge (collectively, with any additional obligations issued on a parity therewith "Subordinate Obligations"), the City's Unrestricted Excise Taxes, but on a subordinate basis to the 2003A/B Bonds, 2004A Bonds, 2006A Bonds, 2008 Bonds, 2012A Bonds and 2012B/C Bonds (collectively with any additional obligations issued on a parity therewith "Senior Obligations"). It is intended that this pledge of Unrestricted Excise Taxes will be sufficient to make the Lease Payments pursuant to the Twelfth Supplemental Agreement and the City agrees and covenants to make said Lease Payments from such Unrestricted Excise Taxes, except to the extent that it chooses to make such payments from other funds, as permitted by law. Neither the Twelfth Supplemental Agreement nor the promise to pay pursuant thereto nor the 2012D/E Bonds constitute a general obligation of the City nor shall the City be liable for the payments under the Twelfth Supplemental Agreement from ad valorem taxes.

SECTION 4. The City Council of the City hereby finds and determines that the refinancing of the 2008 PFC Refunded Bonds pursuant to the terms of the Twelfth Supplemental Indenture and the Twelfth Supplemental Agreement, through the issuance and the sale of the 2012D/E Bonds, are in furtherance of the purposes of the City and in the public interest will enhance the standard of living within the City and within the State.

The City Council of the City hereby restates its approval of the purposes and activities of the Corporation and the issuance of the 2012D/E Bonds by the Corporation and reconfirms its agreement to accept title to the related projects upon discharge of the obligations related thereto, as provided in the 2012D/E Ground Lease and the Twelfth Supplemental Agreement.

SECTION 5. The City hereby approves the issuance and delivery of the 2012D/E Bonds, as hereinafter described, by the Corporation in an aggregate principal amount not to exceed \$203,000,000.

The 2012D/E Bonds shall be in the denomination of \$5,000 or any integral multiple thereof, shall be dated as determined by the Acting City Manager, shall bear interest from such date payable on January 1 and July 1 of each year, commencing as determined by the Chief Financial Officer, and shall be fully registered bonds without coupons. The 2012D/E Bonds shall bear interest at an average rate per annum not to exceed 7.00% and shall mature on July 1 in the years determined by the Chief Financial Officer but not later than 2040.

The forms, terms and provisions of the 2012D/E Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, and number shall be as set forth in the Eleventh Supplemental Indenture and are hereby approved.

The Acting City Manager are hereby authorized and directed to determine on behalf of the City by applicable series: (i) the principal amount of the 2012D/E Bonds; (ii) the final maturity schedule of the 2012D/E Bonds; (iii) the provisions for redemption in advance of maturity or payment of the 2012D/E Bonds; (iv) the interest rates on the 2012D/E Bonds; (v) the sales price and terms of the purchase of the 2012D/E Bonds (including the underwriter's discount [which shall not exceed 1.25% of the aggregate principal amount of the 2012D/E Bonds] and the original issue discount or premium), (vi) the provisions for credit enhancement, if any, for the 2012D/E Bonds including a debt service reserve fund or surety bond; and (vii) the provisions for a contingency amount, if any, if deemed to be in the best interests of the City.

Each series of Bonds may be issued as tax-exempt or taxable as determined by the Acting City Manager in consultation with the Chief Financial Officer of the City and the City's legal advisors. Based on that determination, the Acting City Manager may determine to issue only the Series 2012D Bonds. If no 2012E Bonds are issued, references therein to such Bonds shall have no force and effect.

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

The forms and other terms and provisions of the 2012D/E Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, and number shall be as set forth in the Twelfth Supplemental Indenture and are hereby approved.

SECTION 6. The City hereby appoints Wells Fargo Bank, N.A. as underwriter of the 2012D/E Bonds. Subject to the determinations described hereinabove, the proposal of the Original Purchaser for the purchase of the 2012D/E Bonds shall be accepted, and the 2012D/E Bonds shall be sold to the Original Purchaser pursuant to the Purchase Agreement upon the terms and conditions contained in the Purchase Agreement, and such Purchase Agreement is hereby authorized and approved.

SECTION 7. The forms, terms, and provisions of the Basic Documents, in substantially the forms of such documents (including the exhibits thereto) presented at the meeting of the City Council of the City at which this Ordinance is being adopted, are hereby

approved. The Acting City Manager is hereby authorized and directed to execute and deliver, and the City Clerk of the City to attest, the Basic Documents which have been approved as to form by the City Attorney, with such insertions, omissions and changes as are necessary and consistent with this Ordinance, the execution of such documents being conclusive evidence of such approval and particularly of approval and acceptance of the covenants contained therein by the City Council of the City on behalf of the City.

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

SECTION 9. The Acting City Manager is authorized to enter into such agreements as he determines necessary in conjunction with obtaining bond insurance or a reserve fund surety bond, if any, and which are necessary to carry out and comply with the terms, provisions, and intent of this Ordinance.

All actions of the City related to preparing and distributing the Preliminary Official Statement are hereby approved and ratified. The portions of the Official Statement regarding the 2012D/E Bonds which concern and describe the City are hereby approved and the Acting City Manager is hereby authorized and directed to execute the same and any required certificates as to the accuracy and completeness of said Official Statement descriptions of the City.

SECTION 10. The Preliminary Official Statement in substantially the form submitted to the City is approved and the distribution of the same is hereby approved. The Preliminary Official Statement is “deemed final” (except for permitted omissions), by the City as of its date for purposes of SEC Rule 15c212(b)(1) and a final official statement will be prepared and distributed to the Original Purchaser for purposes of SEC Rule 15c212(b)(3) and (4). Either the Acting City Manager is authorized and directed to complete and sign on behalf of the City and in his or her official capacity, the Official Statement, with such modifications, changes, and supplements as shall approve as being necessary to carry out and comply with the terms, provisions, and intent of this Ordinance. The Acting City Manager is authorized to use and distribute, or authorize the use and distribution of, the Official Statement and any supplements thereto as so signed in connection with the original issuance of the 2012D/E Bonds as may in his or her judgment be necessary or appropriate. The references to the City contained in the Preliminary Official Statement and such final Official Statement relating to the 2012D/E Bonds are hereby authorized and approved.

SECTION 11. The Acting City Manager and the Clerk of the City are hereby authorized and directed to do all such acts and things to execute, acknowledge and deliver all such documents (including, without limitation, tax compliance certificates, security agreements and financing statements, any amendments to such documents, and all closing documents) as may in their discretion be deemed necessary or desirable to carry out and comply with the terms, provisions, and intent of this Ordinance and the Basic Documents, and all exhibits to any of the foregoing. All of the acts of the officers of the City which are in conformity with the intent and

purposes of this Ordinance, whether heretofore or hereafter taken or done, shall be and the same are hereby ratified, confirmed, and approved in all respects.

SECTION 12. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the 2012D/E Bonds designated as “tax-exempt” (the “Tax-Exempt Bonds”) in such manner and to such extent as may be necessary so that (a) the Tax-Exempt Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Section 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the “Code”), or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest thereon will not be treated as a preference item under Section 57 of the Code. The Acting City Manager or the Chief Financial Officer, as the fiscal officer, or any other officer having responsibility for issuance of the Tax-Exempt Bonds shall, alone or with any other necessary officer or employee or consultant to the City, give an appropriate certificate of the City for inclusion in the transcript of proceedings for the Tax-Exempt Bonds, setting forth (i) the reasonable expectations of the City regarding the amount and use of all the proceeds of the Tax-Exempt Bonds; (ii) the facts, circumstances, and estimates on which the City’s expectations are based; and (iii) other facts and circumstances relevant to the tax treatment of interest on the Tax-Exempt Bonds.

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

SECTION 13. After any of the 2012D/E Bonds are delivered by the MPC Trustee to the Original Purchaser upon receipt of payment therefor, this Ordinance shall remain in full force and effect until the 2012D/E Bonds and the interest thereon shall have been fully paid, canceled, or discharged.

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

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

EMERGENCY CLAUSE

SECTION 16. The immediate operation of the provisions of this Ordinance is necessary for the public peace, health, and safety of the residents and citizens of the City for the reason that the bonds herein authorized must be sold at the earliest possible time in order to obtain the most advantageous interest rate (including that certain of the 2012D/E Bonds will be sold on a tax-exempt basis subject to customary exceptions) on the 2012D/E Bonds; an emergency is, therefore, declared to exist, and this Ordinance shall be in full force and effect immediately upon its passage and adoption by the Mayor and Council of the City of Glendale, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 13th day of November, 2012.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager