City of Glendale
Council Meeting Agenda

June 26, 2012 – 7:00 p.m.

City Council meetings are telecast live at 7:00 p.m. on the second and fourth Tuesday of the month. Repeat broadcasts are telecast the second and fourth week of the month – Wednesday at 2:30 p.m., Thursday at 8:00 a.m., Friday at 8:00 a.m., Saturday at 2:00 p.m., Sunday at 9:00 a.m. and Monday at 1:30 p.m. on Glendale Channel 11.

Welcome!

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

Form of Government

The City of Glendale has a Council-Manager form of government. Legislative policy is set by the elected Council and administered by the Council-appointed City Manager.

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

Council Meeting Schedule

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

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

Questions or Comments

If you have any questions about the agenda, please call the City Manager's Office at (623) 930-2870. If you have a concern you would like to discuss with your District Councilmember, please call (623) 930-2249, Monday - Friday, 8:00 a.m. – 5:00 p.m.

Public Rules of Conduct

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

How to Participate

The Glendale City Council values citizen comments and input. If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a blue Citizen Comments Card located at the back of the Council Chambers and give it to the City Clerk before the meeting starts. The Mayor will call your name when the Citizen Comments portion of the agenda is reached. Because these matters are not listed on the posted agenda, the City Council may not act on the information during the meeting but may refer the matter to the City Manager for follow-up.

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

When speaking at the Podium, please state your name and the city in which you reside. If you reside in the City of Glendale, please state the Council District you live in and present your comments in five minutes or less.

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

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

Councilmembers

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

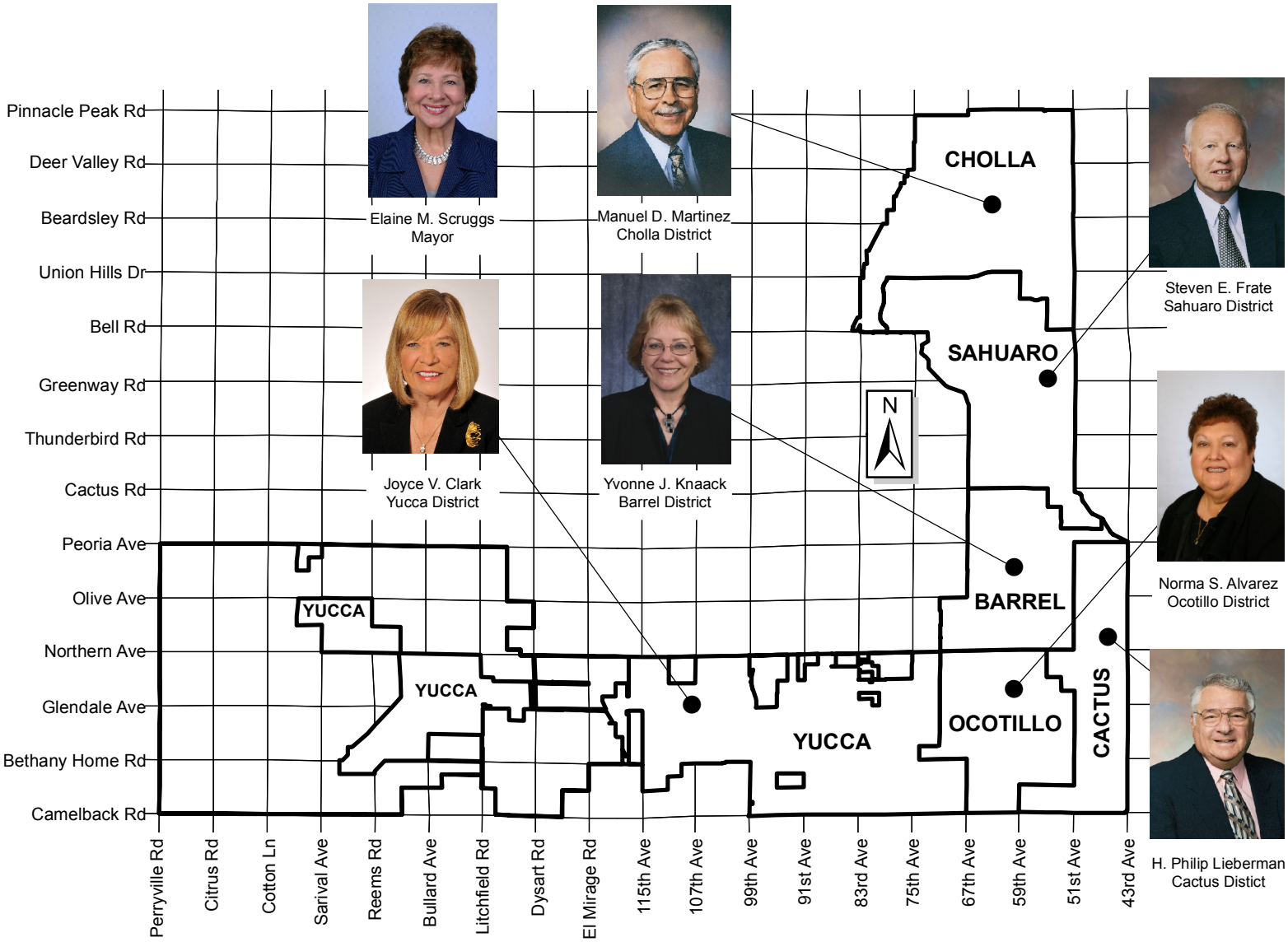
GLENDALE

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

Appointed City Staff

Horatio Skeete – Interim City Manager
Craig Tindall – City Attorney
Pamela Hanna – City Clerk
Elizabeth Finn – City Judge

Council District Boundaries



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GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
June 26, 2012
7:00 p.m.

One or more members of the City Council may be unable to attend the Special 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 June 8, 2012 and June 12, 2012

BOARDS, COMMISSIONS AND OTHER BODIES

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

PROCLAMATIONS AND AWARDS

DROWNING IMPACT AWARENESS MONTH PROCLAMATION
PRESENTED BY: Office of the Mayor
ACCEPTED BY: John and Anna Keliihoomalu

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. If you would like to comment on an item on the consent agenda, please come to the podium and state your name, address and item you wish to discuss.

1. SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS COUNCIL 7114
PRESENTED BY: Susan Matousek, Revenue Administrator

2. LIQUOR LICENSE NO. 5-6414, THE LEGEND AT ARROWHEAD
PRESENTED BY: Susan Matousek, Revenue Administrator

3. LIQUOR LICENSE NO. 5-6415, ARROWHEAD COUNTRY CLUB SERIES 12
PRESENTED BY: Susan Matousek, Revenue Administrator

4. LIQUOR LICENSE NO. 5-6415, ARROWHEAD COUNTRY CLUB SERIES 14
PRESENTED BY: Susan Matousek, Revenue Administrator

5. AUTHORIZATION FOR EXPENDITURE OF CITY FUNDS FOR THE GLENDALE CIVIC CENTER
PRESENTED BY: Julie Frisoni, Executive Communications Director

6. ORACLE DATABASE SOFTWARE MAINTENANCE AND SUPPORT RENEWAL
PRESENTED BY: Chuck Murphy, Executive Director, Information Technology & Innovation

7. ORACLE PEOPLESOFT SOFTWARE MAINTENANCE AND SUPPORT RENEWAL
PRESENTED BY: Chuck Murphy, Executive Director, Information Technology & Innovation

CONSENT RESOLUTIONS

8. ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANT FOR THE CHILD SAFETY SEAT PROGRAM
PRESENTED BY: Mark Burdick, Fire Chief
RESOLUTION: 4587

9. AMENDMENT NO. 3 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR CHILDHOOD IMMUNIZATIONS
PRESENTED BY: Mark Burdick, Fire Chief
RESOLUTION: 4588

10. MEMORANDUM OF UNDERSTANDING WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY
PRESENTED BY: Debora Black, Interim Police Chief
RESOLUTION: 4589

11. VICTIMS OF CRIME ACT GRANT
PRESENTED BY: Debora Black, Interim Police Chief
RESOLUTION: 4590

12. CITY OF TUCSON HIGH INTENSITY DRUG TRAFFICKING AREA GRANT AGREEMENT
PRESENTED BY: Debora Black, Interim Police Chief
RESOLUTION: 4591

13. G.R.A.S.P. FITNESS AND NUTRITION PROGRAM FOR GILA RIVER INDIAN COMMUNITY STATE-SHARED REVENUE FUNDING
PRESENTED BY: Erik Strunk, Executive Director, Parks, Recreation and Library Services
RESOLUTION: 4592

14. RECIPROCAL BORROWING AGREEMENT WITH THE MARICOPA COUNTY LIBRARY DISTRICT
PRESENTED BY: Cheryl Kennedy, Chief Librarian
RESOLUTION: 4593

15. INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY LIBRARY DISTRICT FOR NEW INTEGRATED LIBRARY MANAGEMENT SOFTWARE
PRESENTED BY: Cheryl Kennedy, Chief Librarian
RESOLUTION: 4594

16. AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY
PRESENTED BY: Rebecca H. Daniel, Community Action Program Administrator
RESOLUTION: 4595

17. INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY FOR TRANSIT SERVICES
PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services
RESOLUTION: 4596

18. INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FIXED ROUTE BUS SERVICE
PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services
RESOLUTION: 4597

BIDS AND CONTRACTS

19. PROFESSIONAL SERVICES AGREEMENT FOR THE GLENDALE ONBOARD TRANSPORTATION PROGRAM
PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services

20. ARROWHEAD RANCH WATER RECLAMATION FACILITY REPAIRS
PRESENTED BY: Craig Johnson, P.E. Executive Director, Water Services

21. AWARD OF BID 12-31 FOR UTILITY CUTS AND CONCRETE WORK
PRESENTED BY: Craig Johnson, P.E. Executive Director, Water Services

22. AWARD OF PROPOSAL FOR IRRIGATION SERVICES
PRESENTED BY: Craig Johnson, P.E. Executive Director, Water Services

23. AWARD OF PROPOSAL FOR TELEPHONE SYSTEM MAINTENANCE
PRESENTED BY: Chuck Murphy, Executive Director, Information Technology & Innovation

PUBLIC HEARING – ORDINANCES

24. ZONING TEXT AMENDMENT - ZTA11-01 (ORDINANCE) (PUBLIC HEARING REQUIRED) **(ITEM TABLED DURING JUNE 12, 2012 CITY COUNCIL MEETING)**
PRESENTED BY: Jon M. Froke, AICP, Planning Director
ORDINANCE: 2805

25. REZONING APPLICATION ZON12-01: HOSPICE OF THE VALLEY (ORDINANCE) (PUBLIC HEARING REQUIRED)
PRESENTED BY: Jon M. Froke, AICP, Planning Director
ORDINANCE: 2808

26. AMENDING CITY PRIVILEGE AND USE TAX CODE BY ADOPTING LOCAL OPTION V TO THE MODEL CITY TAX CODE (ORDINANCE) (PUBLIC HEARING REQUIRED)
PRESENTED BY: Diane Goke, Chief Financial Officer
ORDINANCE: 2809

ORDINANCES

27. FISCAL YEAR 2012-13 PROPERTY TAX LEVY ADOPTION
PRESENTED BY: Sherry M. Schurhammer, Executive Director, Financial Services
ORDINANCE: 2810

28. FISCAL YEAR 2011-12 BUDGET AMENDMENTS
PRESENTED BY: Sherry M. Schurhammer, Executive Director, Financial Services
ORDINANCE: 2811

RESOLUTIONS

29. FEE ADJUSTMENTS FOR PARKS, RECREATION AND LIBRARY SERVICES
PRESENTED BY: Erik Strunk, Executive Director, Parks, Recreation and Library Services
RESOLUTION: 4598

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

CITIZEN COMMENTS

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

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

APPROVAL OF THE MINUTES OF June 8, 2012 and June 12, 2012

BOARDS, COMMISSIONS AND OTHER BODIES

BOARDS, COMMISSIONS AND OTHER BODIES

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

Arts Commission				
Anne Owens	Barrel	Reappointment	08/23/2012	08/23/2014
Citizens Bicycle Advisory Committee				
David Coble	Cholla	Reappointment	07/25/2012	07/25/2014
David Coble – Chair	Cholla	Reappointment	07/17/2012	07/17/2013
Commission On Persons With Disabilities				
Jameson Green	Ocotillo	Appointment	06/26/2012	02/27/2014
Community Development Advisory Committee				
Shirley Wong – Neighborhood Rep.	Cactus	Reappointment	09/23/2012	09/23/2014
Industrial Development Authority				
Lyle Miller	Cholla	Appointment	08/23/2012	08/23/2018
Judicial Selection Advisory Board				
Steven Keist – Maricopa Bar Assoc.	Sahuaro	Reappointment	06/26/2012	04/23/2015
Library Advisory Board				
Karen Aborne – Vice Chair	Sahuaro	Appointment	09/16/2012	09/16/2013
Risk Management Worker's Compensation Trust Fund Board				
Joyce Clark – Chair	Yucca	Appointment	07/24/2012	07/24/2013

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

PROCLAMATIONS AND AWARDS

DROWNING IMPACT AWARENESS MONTH PROCLAMATION

Purpose: This is a request for City Council to proclaim August 2012, as Drowning Impact Awareness Month in support of Water Watchers at Phoenix Children's Hospital. John and Anna Keliihoomalu, parents of a child that was the victim of a near drowning, will be present to accept the proclamation.

Background: Drowning Impact Awareness Month is part of Phoenix Children's Hospital's community outreach for drowning prevention. This is a statewide effort to foster awareness of childhood drowning which takes the lives of the equivalent of a classroom of children each year in Arizona. Every child drowning is preventable. Purple ribbons may be worn to remember those touched by child drowning and encourages safety around water. Drowning Impact Awareness Month is Arizona's largest collaborative effort to prevent drowning.

Together, the Mayor and Council, Glendale Fire Department, Glendale Parks and Recreation Department and Phoenix Children's Hospital work vigorously to promote water safety and prevent childhood drowning by providing swim lessons and water safety education to the community.

Recommendation: Present the proclamation to John and Anna Keliihoomalu, parents of a child that was the victim of a near drowning.

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. If you would like to comment on an item on the consent agenda, please come to the podium and state your name, address and item you wish to discuss.

1. SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS COUNCIL 7114

Purpose: This is a request for City Council to approve a special event liquor license for the Knights of Columbus Council 7114. The event will be held at St. Raphael's Church inside Hibner Hall located at 5525 West Acoma Road on Saturday, September 29, 2012, from 6 p.m. to midnight. The purpose of this special event liquor license is for a fundraiser.

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

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

2. LIQUOR LICENSE NO. 5-6414, THE LEGEND AT ARROWHEAD

Purpose: This is a request for City Council to approve a person-to-person transferable series 7 (Bar - Beer and Wine) license for The Legend at Arrowhead located at 21027 North 67th Avenue. The Arizona Department of Liquor Licenses and Control application (No. 07070544) was submitted by Andrea Dahlman Lewkowitz.

Background: The location of the establishment is 21027 North 67th Avenue in the Cholla District. The property is zoned SU (Special Use). The population density within a one-mile radius is 20,560. The Legend at Arrowhead 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
07	Bar - Beer and Wine	4
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	3
12	Restaurant	12
	Total	**23**

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

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

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

3. LIQUOR LICENSE NO. 5-6415, ARROWHEAD COUNTRY CLUB SERIES 12

Purpose: This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Arrowhead Country Club located at 19888 North 73rd Avenue. The Arizona Department of Liquor Licenses and Control application (No. 12079129) was submitted by Andrea Dahlman Lewkowitz.

Background: The location of the establishment is 19888 North 73rd Avenue in the Cholla District. The property is zoned SU (Special Use). The population density within a one-mile radius is 18,929. Arrowhead Country Club 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
07	Bar - Beer and Wine	2
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	1
12	Restaurant	7
14	Private Club	1
	Total	**13**

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

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

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

4. LIQUOR LICENSE NO. 5-6415, ARROWHEAD COUNTRY CLUB SERIES 14

Purpose: This is a request for City Council to approve a new, non-transferable series 14 (Private Club) license for Arrowhead Country Club located at 19888 North 73rd Avenue. The Arizona Department of Liquor Licenses and Control application (No. 14073065) was submitted by Andrea Dahlman Lewkowitz.

Background: The location of the establishment is 19888 North 73rd Avenue in the Cholla District. The property is zoned SU (Special Use). The population density within a one-mile radius is 18,929. Arrowhead Country Club 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
07	Bar - Beer and Wine	2
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	1
12	Restaurant	7
14	Private Club	1
	Total	**13**

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

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

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

5. AUTHORIZATION FOR EXPENDITURE OF CITY FUNDS FOR THE GLENDALE CIVIC CENTER

Purpose: This is a request for City Council to authorize the expenditure of city funds to purchase carpet and installation for the Glendale Civic Center in an amount not to exceed $115,659 from ReSource Arizona.

Background: The carpet at the Glendale Civic Center is due for replacement after being installed in 1999 when the facility opened its doors. After 13 years, with almost a million guests total using the facility, the carpet and the pad have reached their lifespan with evident wear and tear. The carpet is buckling in many areas and is no longer repairable. The lifespan of carpet in facilities such as the Glendale Civic Center is approximately 10 years. The city received two bids for carpet and installation and ReSource Arizona was determined by Materials Management to be the lowest responsive and qualified bidder. The Civic Center will use CIP funding, that is part of the building's 10 year restoration plan, to purchase the carpet, which will enable the award winning facility to continue serving clients. The installation will be scheduled within a two week timeframe to have a minimal impact on the facility.

Staff consulted with a professional designer to determine the best product to accommodate the foot-traffic of approximately 62,000 guests a year, daily use of hundreds of tables, chairs and heavy equipment on the carpet, as well as the use of food and beverage in the building. The designer also made recommendations to match the facility's chairs, wall coverings and granite flooring. The ballroom and hallway carpet will be comprised of individual modular carpet tiles, three foot by three foot squares, allowing sections of carpet to be replaced or cleaned one at a time. Not only is this style of carpet common in large facilities such as conference centers, casinos and hotels, it will allow the life of the carpet to be extended.

Community Benefit: The mission of the Glendale Civic Center is to provide top-quality meeting and banquet facilities and services and to encourage local economic growth. Updated furnishings allow the facility to remain relevant and competitive within the hospitality industry.

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

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		$115,659

Account Name, Fund, Account and Line Item Number:
Civic Center 10 Year Restoration, Account No. 1740-84555-551000, $115,659

Recommendation: Approve the expenditure of city funds and purchase carpet and installation for the Glendale Civic Center in an amount not to exceed $115,659 from ReSource Arizona.

6. ORACLE DATABASE SOFTWARE MAINTENANCE AND SUPPORT RENEWAL

Purpose: This is a request for City Council to approve the expenditure of funds for the city's Oracle database annual software maintenance and support renewal from the State of Arizona contract with SHI, Inc. in the amount of $97,469.67.

Background: Several of the city's business applications utilize Oracle's database software which requires an annual maintenance contract to ensure optimal performance. The Oracle database maintenance agreement provides software support, security and software updates, fixes, and upgrade rights.

Budget Impacts & Costs: Funds are available in the FY 2012-13 operating budget of the Technology and Innovation's Technology Replacement Fund.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		$97,469.67

Account Name, Fund, Account and Line Item Number:
Technology Replacement, Account No. 1140-11530-522700, $97,469.67

Recommendation: Approve the expenditure of funds for the city's Oracle database annual software maintenance and support renewal from the State of Arizona contract with SHI, Inc. in the amount of $97,469.67.

7. ORACLE PEOPLESOFT SOFTWARE MAINTENANCE AND SUPPORT RENEWAL

Purpose: This is a request for City Council to approve the expenditure of funds for the city's Oracle PeopleSoft software maintenance and support renewal from the State of Arizona contract with SHI, Inc. in the amount of $367,365.40.

Background: The city utilizes Oracle's PeopleSoft products for human capital management, finance, and payroll systems. These systems require an annual maintenance contract to ensure optimal performance. Annual PeopleSoft maintenance and support provides software support, general updates, fixes, upgrade rights, 1099 and payroll tax updates.

The request for proposal, PeopleSoft HCM 8.9 Payroll Tax Updates and ERP Software Support Services, was posted for four weeks to determine if any other companies could provide the needed PeopleSoft support and payroll updates. The city did not receive any responses; therefore, the purchase will default to SHI, Inc. a state contracted vendor that is authorized to broker Oracle annual maintenance contracts.

Budget Impacts & Costs: Funds are available in the FY 2012-13 operating budget of the Technology and Innovation's Technology Replacement Fund.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		$367,365.40

Account Name, Fund, Account and Line Item Number:
Technology Replacement, Account No. 1140-11530-522700, $367,365.40

Recommendation: Approve the expenditure of funds for Oracle PeopleSoft software maintenance and support renewal from the State of Arizona contract with SHI, Inc. in the amount of $367,365.40.

CONSENT RESOLUTIONS

8. ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANT FOR THE CHILD SAFETY SEAT PROGRAM

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to accept an Arizona Governor's Office of Highway Safety (AGOHS) Grant in the amount of $7,164.51 to continue the Glendale Fire Department's (GFD) child safety seat program.

Background: The GFD began conducting child safety seat inspections, installations, and education in 2003 when a Federal Emergency Management Agency Fire Act Grant provided funding to launch this program. Since the inception of this program, it has been primarily funded through the use of donated car seats and citizen volunteers.

In 2011, the GFD sought and received a grant through the AGOHS Occupant Protection Program to continue offering child safety seat education in the amount of $20,959. Since the grant was awarded in February 2011, midway through the AGOHS 2011 grant cycle, not all of the funding was spent before the grant expired on September 30, 2011. The approval of this request will enable the GFD to use the unspent portion of the 2011 grant to purchase child safety seats, supplies, as well as provide critical training. Due to delays with the state processing of the grant paperwork, this extension was only recently approved. Staff will, however, be able to use the unspent portion before the new expiration date of September 30, 2012.

Previous Council/Staff Actions: On September 27, 2011, Council adopted Resolution No. 4514, New Series, for the acceptance of an AGOHS Child Safety Seat Grant to continue the GFD safety seat program in the amount of $10,000.

On February 8, 2011, Council adopted Resolution No. 4457, New Series, for the acceptance of an AGOHS Child Safety Seat Grant to continue the GFD safety seat program in the amount of $20,959.

On February 8, 2011, Council adopted Resolution No. 4458, New Series, for an Agency Agreement of AGOHS for the Children are Priceless Passengers (CAPP) Program and further authorized the GFD to collect up to $25 for the class fee.

Since 2000, Council has approved several Governor's Office of Highway Safety grants awarded to the Glendale Police Department.

Community Benefit: The objective of this grant is to reduce the number of children riding unrestrained in passenger vehicles. With this grant, the GFD will reach approximately 240 families, caregivers and new parents with vital information on safety seat selection, use and installation.

Budget Impacts & Costs: The grant funding requested will be for the unspent balance of the 2011 AGOHS award. There is no grant match requirement.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X					$7,164.51

Account Name, Fund, Account and Line Item Number:
GOHS Occu Protection Educ., Account No. 1840-34071-500600, $1,840
GOHS Occu Protection Educ., Account No. 1840-34071-518200, $2,655
GOHS Occu Protection Educ., Account No. 1840-34071-524400, $2,669.51

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to accept an Arizona Governor's Office of Highway Safety Grant in the amount of $7,164.51 to continue the Glendale Fire Department's child safety seat program.

9. AMENDMENT NO. 3 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR CHILDHOOD IMMUNIZATIONS

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to approve Amendment No. 3 to the intergovernmental agreement (IGA) with Maricopa County Department of Public Health (County) for childhood immunization services provided by the Glendale Fire Department (GFD).

Background: Since the GFD entered into this IGA in 2009, paramedics have immunized over 6,000 children against seasonal influenza and childhood diseases in Glendale Elementary School based clinics.

The IGA approved in 2009 contained a right to extend provision which allowed the IGA to be extended for additional one year terms, not to exceed a total term of five years. The original IGA specified that the County would reimburse GFD $15 per immunization, not to exceed $75,000. Amendment No. 3 extends the agreement for an additional year starting June 3, 2012 through June 2, 2013, and provides reimbursement to GFD of $15 per immunization, not to exceed $75,000. This amendment also revises the reimbursement for Amendment No. 2.

Amendment No. 2 was initially approved by Council at a reimbursement rate of $15 per immunization. Midway through 2011, the County began reimbursing GFD at a rate of $25 per immunization. This increase in reimbursement was due to the County expecting additional monies from the Federal government. When the County did not receive additional funding, they reduced the reimbursement rate back down to $15 per immunization for Amendment No. 3. GFD has

worked with the County to obtain an amendment reflecting the new rate, and was unable to obtain this amendment in a timely manner.

The City of Glendale is designated as a Metropolitan Medical Response System (MMRS) city by the Federal Emergency Management Agency. As part of the MMRS Biological Response Plan, GFD is expected to participate in public immunizations, provide staffing at vaccination clinics and operate vaccination clinics in times of crisis.

Previous Council/Staff Actions: On May 10, 2011, Council authorized the City Manager to approve Amendment No. 2 to the IGA with the County for childhood immunization services by the GFD which extended the IGA for another year starting June 3, 2011 through June 2, 2012, for a budgeted amount of $75,000 with a reimbursement rate of $15 per immunization.

On May 25, 2010, Council authorized the City Manager to approve Amendment No. 1 to the IGA with the County for childhood immunization services by the GFD which extended the IGA for another year starting May 31, 2010 through June 2, 2011, for a budget amount of $75,000 with a reimbursement rate of $15 per immunization.

On June 23, 2009, Council authorized the City Manager to enter into an IGA with the County for childhood immunization services provided by the GFD.

Community Benefit: Through this agreement, the GFD will be able to continue conducting and participating in childhood immunization clinics that help to reduce the occurrence of childhood diseases in the community.

Budget Impacts & Costs: There is no cost to the city for providing childhood immunizations through this IGA. The County will continue to provide federal pass-through funding for each child that the GFD vaccinates, at a reimbursement rate of $15 per immunization, for the period of June 3, 2012 through June 2, 2013, up to an annual limit of $75,000.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X					$75,000

Account Name, Fund, Account and Line Item Number:
A specific project account will be established in Fund 1840, the city's grant fund, once the amendment to the IGA is formally executed.

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to approve Amendment No. 3 to the intergovernmental agreement with Maricopa County Department of Public Health for childhood immunization services provided by the Glendale Fire Department.

10. MEMORANDUM OF UNDERSTANDING WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to enter into a memorandum of understanding with the Arizona Department of Public Safety (DPS) for the Arizona Counter Terrorism Information Center Terrorism Liaison Officer Program (Program).

Background: As part of the State's Homeland Security plan, the Program was created in an effort to share and collect information related to local and global terrorist threats. The Program is managed on a day-to-day basis by the DPS.

Through this agreement the Glendale Police and Fire Departments will establish connectivity to the Program for intelligence collection and domestic preparedness to respond to potential acts of terrorism. This partnership allows for the sharing of critical information, and provides the training to mitigate and resolve high-profile incidents.

Previous Council/Staff Actions: On May 11, 2010, Council approved a memorandum of understanding with the DPS for the Program.

Community Benefit: This Program enhances the Glendale Police and Fire Departments' level of preparedness to operate more effectively as it relates to potential acts of terrorism.

Recommendation: Waive reading beyond the title adopt a resolution authorizing the City Manager to enter into a memorandum of understanding with the Arizona Department of Public Safety for the Arizona Counter Terrorism Information Center Terrorism Liaison Officer Program.

11. VICTIMS OF CRIME ACT GRANT

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to accept a Victims of Crime Act (VOCA) grant in the approximate amount of $96,137 through the Arizona Department of Public Safety (DPS) for the Victim Assistance Program.

Background: The Glendale Police Department's Victim Assistance Program is part of a nationwide movement to better serve victims of crime by enhancing and expanding direct services in accordance with the VOCA. The program assists victims in exercising their rights and helping them to gain stability in their lives. The program also ensures the Glendale Police Department continues to maintain compliance with Arizona's Crime Victims' Rights mandates.

This VOCA grant will fund the salary, benefits and training for one Victim Assistance Caseworker. It will also fund the salaries for one part-time Victim Assistance Caseworker and one part-time Victim Assistance Volunteer Coordinator.

Previous Council/Staff Actions: On June 28, 2011, Council approved the acceptance of the FY 2010-11 VOCA Grant from DPS.

Community Benefit: The Victim Assistance Program provides direct services to Glendale residents, and their families, who have become crime victims. Services offered through the Victim Assistance Program include: resource referrals, crisis counseling, court accompaniment, crime prevention, as well as advocacy services.

Budget Impacts & Costs: The grant award totals $96,137 and there is a $24,034 financial match required for this funding. Expenditures for the Police Department's Advocacy Center qualify as the required financial match. Therefore, funds for the financial match are available in the FY 2011-12 operating budget of the Police Department.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X			X		$120,171

Account Name, Fund, Account and Line Item Number:
Crime Investigations, Account No. 1000-12150-528600, $24,034

A specific account will be established in Fund 1840, the city's grant fund, once the grant agreement is awarded and formally executed.

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to accept a Victims of Crime Act grant in the approximate amount of $96,137 through the Arizona Department of Public Safety for the Victim Assistance Program.

12. CITY OF TUCSON HIGH INTENSITY DRUG TRAFFICKING AREA GRANT AGREEMENT

Purpose: This is a request for City Council to adopt a resolution authorizing the acceptance of a High Intensity Drug Trafficking Area (HIDTA) grant from the City of Tucson to provide overtime funding in the approximate amount of $40,000 for the Warrant Apprehension Network and Tactical Enforcement Detail (WANTED) to the Glendale Police Department.

Background: The WANTED initiative is an extension of the United States Marshals Service's (USMS) Violent Offender Task Force, which the Glendale Police Department joined in 2011. Federal grant funding, distributed by the City of Tucson, was recently reallocated to the Glendale Police Department for the WANTED initiative.

One full-time detective is assigned to assist the USMS with the Violent Offender Task Force as part of joint law enforcement operations. The detective assigned investigates and arrests persons who have active state and federal warrants. The intent of the joint effort is to investigate and apprehend local, state, and federal fugitives. In addition to overtime for the detective assigned to the Task Force, this grant covers overtime for the entire Glendale Police Department's Fugitive Apprehension Unit when they work on USMS cases.

Previous Council/Staff Actions: On March 8, 2011, Council approved a memorandum of understanding with the USMS to join the Violent Offender Task Force.

Community Benefit: Participation in the WANTED initiative will allow the Glendale Police Department to more efficiently and effectively coordinate the investigation and apprehension of dangerous, wanted felons who reside and/or have committed violent crimes in Glendale.

Budget Impacts & Costs: There is no match required for this grant funding.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X					$40,000

Account Name, Fund, Account and Line Item Number:
A specific account will be established in the Fund 1840, the city's grant fund, once the grant agreement is formally executed.

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the acceptance of a High Intensity Drug Trafficking Area grant from the City of Tucson to provide overtime funding in the approximate amount of $40,000 for the Warrant Apprehension Network and Tactical Enforcement Detail by the Glendale Police Department.

13. G.R.A.S.P. FITNESS AND NUTRITION PROGRAM FOR GILA RIVER INDIAN COMMUNITY STATE-SHARED REVENUE FUNDING

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to apply for and accept a grant from the Gila River Indian Community in the amount of $55,188 for the Fitness and Nutrition program through the Glendale Recreation After School Program (G.R.A.S.P.).

Background: In 2002, Arizona voters passed Proposition 202 which requires Native American communities that derive revenue from gaming to set aside 12% for a state-shared revenue program for distribution to "cities, towns, or counties for government services that benefit the general public including public safety, mitigation of the impacts of gaming, or promotion of commerce and economic development." The Gila River Indian Community developed a revenue-sharing program that is also open to applications from local governments or non-profits, provided there is support by the local government.

The City of Glendale Youth and Teen Division offers an after school program, G.R.A.S.P., at 10 sites throughout the city for children in grades K-8. The one-year program is regulated by the Arizona Department of Health Services (DES) and accepts DES qualifying families.

If awarded, the $55,188 grant will help the Youth and Teen Division develop and implement the G.R.A.S.P. Fitness and Nutrition Program at each of the city's 10 after-school programs. This program will use the "Let's Move" curriculum developed by the President's Challenge Program, and nutrition curriculum developed by the University of Arizona Maricopa County Cooperative Extension Office, to teach fitness and nutrition skills to approximately 300 Glendale school children in grades K-8 to combat childhood obesity.

Previous Council/Staff Actions: This item was reviewed and recommended for approval by the Parks and Recreation Advisory Commission at its June 11, 2012 meeting.

On June 14, 2011, Council adopted a resolution of support for the submission of a grant application for the Boys & Girls Clubs of Metropolitan Phoenix in the amount of $10,000 from the Gila River Indian Community State-Shared Revenue Program.

On August 31, 2010, Council adopted a resolution of support for city social and human services via the city's "From the Heart" program in the amount of $225,000 from the Gila River Indian Community.

Community Benefit: Nationally over the past three decades, childhood obesity rates in America have tripled, and today, nearly one in three children are overweight or obese. Childhood obesity can lead to chronic obesity-related health problems in adulthood such as heart disease, diabetes, high blood pressure, cancer, and asthma. The Glendale residents who participate in this program will gain awareness and learn valuable skills to lead an active and healthy lifestyle. The intent is that these valuable skills they learn through this program will transfer into their family life and daily routine.

Budget Impacts & Costs: This grant is for $55,188 and the city will act as a fiscal agent and grant administrator for the proposed funding. A specific account will be established to track revenue and expenses.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X					$55,188

Account Name, Fund, Account and Line Item Number:
A specific project account will be established in Fund 1840, the city's grant fund, once the grant agreement is formally executed.

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to apply for and accept a grant from the Gila River Indian Community in the amount of $55,188 for a Fitness and Nutrition program through the Glendale Recreation After School Program.

14. RECIPROCAL BORROWING AGREEMENT WITH THE MARICOPA COUNTY LIBRARY DISTRICT

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to enter into a reciprocal borrowing agreement with the Maricopa County Library District (MCLD).

Background: As a part of the FY 2012-13 budget cost for service exercise, Council provided staff with direction to enter into the Reciprocal Borrowing Program with the MCLD. This program is funded with a portion of property tax that is exclusively collected by the MCLD to provide library

services in areas of Maricopa County that are unincorporated and/or incorporated. The program has been in place since the mid-1980s and Glendale is currently the only Valley city that is not a member.

As coordinated by the MCLD, the Reciprocal Borrowing Program allows any Maricopa County resident, regardless of the municipal jurisdiction in which they live, to use their library card at any municipal and/or county library throughout Maricopa County. For example, a resident of Glendale can use their Glendale Library card in Peoria and vice-versa. At the end of the year, the MCLD calculates the number of non-city residents using a municipal library for each city as well as those patrons who use other city libraries and/or County libraries.

According to the MCLD, if the City of Glendale had been a member in the Reciprocal Borrowing Agreement in FY 2011-12, the city could have potentially received approximately $163,271 in additional revenue through direct cash, book purchases and electronic database services (this amount will vary from year-to-year, based on usage patterns). Membership in the Reciprocal Borrowing Program will also assist in the MCLD purchasing the Polaris ILS operating system for the Glendale Library, which has a value of approximately $347,000 and will be provided to the city at no charge. This will result in an additional cost savings to the General Fund of approximately $35,000 each year because the library will no longer have to pay for operating and maintenance costs of the ILS operating system. This was also discussed at the FY 2012-13 budget cost for service exercise and is included in the Library's FY 2012-13 cost reductions.

With the approval of this item, the city will no longer charge a non-resident card fee.

Previous Council/Staff Actions: At the Council Budget Workshop on February 28, 2012 and again on April 17, 2012, staff was directed to enter into the Reciprocal Borrowing Program with MCLD. The city was an initial member of the Reciprocal Borrowing Program when first instituted by the MCLD in 1986; however, the city withdrew from the program in 1989. The city did so based on the fact that over 18,000 non-residents received Glendale library cards due to the lack of other library services in neighboring cities (primarily Peoria and Phoenix). Since then, five new libraries have been built within a five mile distance of Glendale and re-entry into the program will benefit Glendale residents based at a much higher rate of reimbursement ($10 per person in 1989 versus $25 in 2013).

Community Benefit: The citizens of Glendale will have access to more services provided by MCLD through additional materials, a language database, and music download services. Entering into reciprocal borrowing will also include MCLD purchasing the Polaris ILS operating system. This will provide residents with more intuitive searching capabilities, more seamless access to e-Books, optimized catalog enhancements for mobile device users, summer reading programs, and a cost savings of approximately $35,000 annually plus the $347,000 for initial purchase of Polaris ILS from the General Fund. In addition, Glendale residents will be able to freely utilize all other municipal and MCLD library services should they chose to frequent those facilities.

Public Input: The reciprocal borrowing program coordinated by the MCLD was discussed with the Library Advisory Board at the February 16, 2012 and November 17, 2011 meetings. The Board expressed its support of the program.

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a reciprocal borrowing agreement with the Maricopa County Library District.

15. INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY LIBRARY DISTRICT FOR NEW INTEGRATED LIBRARY MANAGEMENT SOFTWARE

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Maricopa County Library District (MCLD) to replace the current Horizon Integrated Library System (ILS), with Polaris ILS and provide maintenance and support.

Background: The Glendale Public Library currently utilizes an integrated library management software system called Horizon. At the time of purchase in 2005, this system met the needs of patrons and staff. In 2007, the manufacturer of this system announced its intention to move towards a single integrated library management software platform that would no longer be supported.

In 2010, the MCLD presented information at the Maricopa Association of Governments management committee meeting concerning services it could provide to municipal libraries by utilizing the special districting tax funds collected from all Maricopa County landowners. At this meeting, the MCLD indicated that it was committed to assisting any public library with the conversion to the Polaris ILS management system.

As part of the city's ongoing effort to explore alternative funding sources and increase customer service for Glendale Public Library patrons, the city has had ongoing discussions with the MCLD to determine if it will fund and support a new ILS. As a part of the city's new Reciprocal Borrowing Agreement with the MCLD, the MCLD has agreed to purchase a new ILS for the Glendale Public Library and pay the costs associated for migrating, training, and annual maintenance, including upgrades.

Previous Council/Staff Actions: The item was reviewed and discussed during the City Council FY 2012-13 Cost for Service workshop presentations and direction was provided to move forward with the MCLD for a new Polaris ILS.

The item was also presented for review and discussion at the February 7, 2012 City Council Workshop. On January 19, 2012, the Library Advisory Board also reviewed and expressed its support of the item.

Community Benefit: The immediate benefits to the community include a more intuitive catalog interface which equates to increased ease of use through features that improve searching capabilities, a more seamless access to e-Books, and optimized catalog enhancements for mobile device users.

Budget Impacts & Costs: There are no budget impacts or costs to the city. Approval of this item will save the city approximately $347,000 in one-time costs and $35,000 annually in operating and maintenance costs.

Recommendation: Waive the reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with the Maricopa County Library District to replace the current Horizon Integrated Library System, with Polaris Integrated Library System and provide maintenance and support.

16. AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to enter into Amendment No. 5 to the intergovernmental agreement (IGA) with the Arizona Department of Economic Security (DES) for Community Action Program (CAP) funding and operations.

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 for the provision of CAP services in FY 2011-12. The City of Glendale provides General Fund monies to cover the remainder of the CAP operating budget. In addition, the city provides in-kind contributions including office space, utilities, and custodial services and miscellaneous operating expenses for the office.

DES has changed the reporting requirement regarding data entry into our software data system. This is a contract change to the IGA which requires Council approval. The amendment also provides an allocation of funds under Case Management and the Community Services Block Grant for CAP services. Per terms of the contract, the FY 2012-13 allocations to the city for CAP services is $920,843.

Previous Council/Staff Actions: On November 22, 2011, Council approved entering into Amendment No. 4 of the IGA between the city and DES for additional funding in FY 2011-12 for CAP operations and services.

Amendments No. 1 through 3 were previously entered into by the City Manager as they dealt with only funding allocations. This was the direction of Council when they approved the original approved a five-year IGA on June 22, 2010, between the city and DES for funding CAP operations and services effective July 1, 2010.

Community Benefit: CAP ensures that 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 Impacts & Costs: The DES will provide $920,843 in FY 2012-13 for CAP office program administration and operations. This funding will be deposited directly into the CAP Grant Fund.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X					$920,843

Account Name, Fund, Account and Line Item Number:
Arizona Department of Economic Security, Account No. 1820-32060-412200, $920,843

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Amendment No. 5 to the intergovernmental agreement with the Arizona Department of Economic Security for Community Action Program funding and operations.

17. INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY FOR TRANSIT SERVICES

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an annual intergovernmental agreement (IGA) with the Regional Public Transportation Authority (RPTA) for the continued operation of fixed route and express bus service in the City of Glendale, and reimbursement of transit services for the Americans with Disabilities Act (ADA) eligible riders.

Background: This agreement secures the RPTA portion of funding for fixed route, express routes and ADA transit service in Glendale

Fixed route bus service in Glendale is provided through an agreement with the City of Phoenix at an estimated cost of $5,998,508 for FY 2012-13. The RPTA will provide regional funds in the amount of $2,521,368 on behalf of Glendale toward the cost of this service, and the remaining $3,477,140 will be provided by the GO Transportation Program.

The RPTA will also provide an estimated $128,721 for the continued operation of two express routes between Glendale and downtown Phoenix.

Additionally, this agreement provides partial reimbursement of FY 2012-13 ADA transit costs up to $648,275 with funds provided through Proposition 400. Glendale provides ADA transit service within three-quarters of a mile of fixed route service, as required by ADA legislation.

This IGA reflects a reduction of transit service due to decreased regional transit funding. Service impacts include a reduction of fixed route transit service on Glendale Avenue; reduced service on Grand Avenue Limited; and elimination of Route 581 express service from 59th Avenue and Thunderbird Road to Metrocenter.

Previous Council/Staff Actions: On May 24, 2011, Council approved an annual IGA with the City of Phoenix for fixed route services.

Community Benefit: This action provides the city with funding for bus service on Glendale, Peoria, Grand, 59th and 67th Avenues, and all express routes in Glendale. Fixed route and express

service was provided to more than 2,000,000 riders in Glendale last year, and Glendale's ADA transit service will provide approximately 20,000 rides this year.

Public Input: Six regional public hearings were held by the RPTA, including two in the Glendale Council Chambers on July 13, 2011, and February 29, 2012. The meetings were to receive input on potential impacts to bus service in the region, including Glendale. A total of 91 people attended the regional public meetings on potential changes to Valleywide transit service. A total of 10 people attended the meetings in Glendale. Transit staff considered the comments received at these meetings when recommending changes to Glendale's service.

Budget Impacts & Costs: In FY 2012-13, regional transit funds will provide an estimated $2,521,368 toward the cost of fixed route service, $128,721 toward the cost of express service, and up to $648,275 for the reimbursement of ADA transit expenses. Reimbursement funds will be deposited into the RPTA Revenue Account, 1660-16530-419250.

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an annual intergovernmental agreement with the Regional Public Transportation Authority for the continued operation of fixed route and express bus services in the City of Glendale, and reimbursement of transit services for the Americans with Disabilities Act eligible riders.

18. INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FIXED ROUTE BUS SERVICE

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to enter into Contract Change Order No. 5 to the intergovernmental agreement (IGA) with the City of Phoenix for the continued operation of fixed route bus service in the City of Glendale.

Background: Fixed route bus service in Glendale is provided through an agreement with the City of Phoenix at an estimated cost of $5,998,508 for FY 2012-13. The Regional Public Transportation Authority (RPTA) will provide regional funds in the amount of $2,521,368 on behalf of Glendale toward the cost of this service, and the remaining $3,477,140 will be provided by the GO Transportation Program.

This IGA will provide continuation of fixed route bus service in Glendale, and includes reductions for FY 2012-13 due to decreased state, regional and local transit funding. The service impacts reflected in this agreement include reduced service on Peoria Avenue, Thunderbird and Bell Roads, and elimination of service on Cactus Road. In recommending these reductions, which will take effect in July 2012, Transit staff analyzed ridership levels throughout the city and considered citizen comments received at public hearings. Transit staff believes the proposed reductions will cause the least impact to Glendale citizens.

For over 30 years, fixed route bus service has been provided in Glendale through an IGA with the City of Phoenix, and this action will provide continuation of fixed route bus service in Glendale.

Previous Council/Staff Actions: On January 24, 2012, Council approved a change order to the IGA to extend service on 59th Avenue due to the receipt of grant funds.

On May 24, 2011, Council approved an annual IGA with the City of Phoenix for fixed route services.

Community Benefit: This action provides citizens with bus service on Union Hills Drive; Bell, Thunderbird and Bethany Home Roads; and Northern, Olive, Peoria, 67th, 59th and 51st Avenues. Fixed route bus service is provided to more than 2,000,000 riders in Glendale annually.

Public Input: Six regional public hearings were held by the RPTA, including two in the Glendale Council Chambers on July 13, 2011, and February 29, 2012. The meetings were to receive input on potential impacts to bus service in the region, including Glendale. A total of 91 people attended the regional public meetings on potential changes to Valleywide transit service. A total of 10 people attended the meetings in Glendale. Transit staff considered the comments received at these meetings when recommending changes to Glendale's service.

Budget Impacts & Costs: Funds for Contract Change Order No. 5 are available in the FY 2012-13 GO Transportation Program operating budget. The cost is an estimate provided by the City of Phoenix.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		$3,477,140

Account Name, Fund, Account and Line Item Number:
Fixed Route, Account No. 1660-16540-518200, $3,477,140

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Contract Change Order No. 5 to the intergovernmental agreement with the City of Phoenix for the continued operation of fixed route bus service in the City of Glendale.

BIDS AND CONTRACTS

19. PROFESSIONAL SERVICES AGREEMENT FOR THE GLENDALE ONBOARD TRANSPORTATION PROGRAM

Purpose: This is a request for City Council to authorize the City Manager to approve a two-year extension of a professional services agreement with URS Corporation for general engineering services to complete capital projects in the Glendale Onboard (GO) Transportation Program.

Background: An agreement currently exists that allows the city to utilize the services of URS Corporation (URS) to provide technical assistance to program and implement the GO Transportation Program. URS provides general engineering services, including technical support and expertise within several engineering disciplines. Through the existing agreement, URS provides technical resources for drainage, traffic engineering, bridge and roadway design, right-of-

way acquisitions, relocation services, public involvement, financial analysis and environmental analysis. This proposed extension will provide for the continuation of these services for an additional two years, as provided in the current agreement, and includes a revised rate schedule. The total for this proposed two-year extension is 36% less than the contracted amount for the previous two-year agreement.

Grand Avenue and Northern Parkway continue to be the two major transportation projects that require contracted expertise. Other activities in the GO Transportation Program that require consultant support include completion of multiuse pathways, street safety improvements, public outreach activities and financial analyses.

Previous Council/Staff Actions: On June 22, 2010, Council approved the first two-year extension of the professional services agreement with URS Corporation for general engineering services for the GO Transportation Program. This extension of the agreement expires at the end of FY 2011-12.

On June 24, 2008, Council approved a professional services agreement with URS Corporation for general engineering services for the GO Transportation Program for two years with the option to extend the agreement for two additional two-year terms, for a total of six years.

Community Benefit: The consultant will work collaboratively with city staff, stakeholders and residents to provide general engineering services that will address the transportation needs of Glendale residents, visitors and businesses.

Budget Impacts & Costs: Funding is available in the FY 2012-13 and FY 2013-14 capital improvement plan. There are no operating expenses associated with this agreement.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		$1,495,000

Account Name, Fund, Account and Line Item Number:
PE & Oversight for Transp. Pkg, Account No. 2210-65022-551200, $1,495,000

Recommendation: Authorize the City Manager to approve a two-year extension of a professional services agreement with URS Corporation for general engineering services to complete capital projects in the Glendale Onboard Transportation Program in an amount not to exceed $1,495,000.

20. ARROWHEAD RANCH WATER RECLAMATION FACILITY REPAIRS

Purpose: This is a request for City Council to authorize the City Manager to enter into a warranty agreement, and approve the expenditure of funds to Currier Construction, Inc. in the amount of $196,307.70 for the replacement of the skimmer system at the Arrowhead Ranch Water Reclamation Facility.

Background: Clarifiers and related equipment are crucial components of the wastewater treatment process. There are six clarifier systems at the Arrowhead Ranch Water Reclamation Facility with a

skimmer at each clarifier. Clarifiers allow suspended solids to settle and be removed during the treatment process. Skimmers remove surface material to keep filters from plugging, which is a critical step in the treatment process.

Due to the age of the equipment (clarifiers 1-4 were built in 1986 and clarifiers 5 and 6 were built approximately 1999), mechanical failure occurred to the skimmer system in July 2011 rendering them operationally unreliable. Wastewater operations were able to continue due to frequent and consistent manual operation of the skimming processes. Replacement of the skimmers was necessary to keep the facility functioning efficiently and to remain in compliance with state and federal regulations. Due to the scope and immediacy of repairs needed, Currier Construction, Inc. was selected to do the repairs based on their experience and prior performance.

Initially fiberglass skimmers were installed, however, once installed the fiberglass skimmers did not function as indicated by the manufacturer. After multiple attempts to have the fiberglass skimmers function as intended, city staff worked closely with Currier Construction, Inc. to replace the fiberglass skimmers with conventional carbon steel skimmers.

A progress payment of $103,303.43 was made in November 2011 for the purchase and installation of the fiberglass skimmers. The Water Services Department worked closely with the City Attorney's Office to ensure a credit of $103,303.43 was given towards the project to install the conventional carbon steel skimmers. The project cost increased from $175,106.09 to $196,307.70 due to the material cost difference for the carbon steel skimmers.

The work has been completed and the new conventional carbon steel skimmers have been tested to ensure they are functioning properly. The work was completed on April 6, 2012 and accepted by city staff, and on April 20, 2012 final payment in the amount of $93,004.27 was made to Currier Construction, Inc.

Previous Council/Staff Actions: On February 13, 2012, Mayor and Council received a memo regarding the repairs at the facility.

Community Benefit: This project benefits the community by continuing to provide high-quality effluent.

Budget Impacts & Costs: Funding is available in the FY 2011-12 capital improvement budget of the Water Services Department. No additional operating costs are associated with this project.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		$196,307.70

Account Name, Fund, Account and Line Item Number:
Arrwhd Wtr Reclam Fac Imps, Account No. 2360-60007-550800, $196,307.70

Recommendation: Authorize the City Manager to enter into a warranty agreement, and approve the expenditure of funds to Currier Construction, Inc. in the amount of $196,307.70 for the replacement of the skimmer system at the Arrowhead Ranch Water Reclamation Facility.

21. AWARD OF BID 12-31 FOR UTILITY CUTS AND CONCRETE WORK

Purpose: This is a request for City Council to award bid 12-31 and authorize the City Manager to enter into an agreement with Specialized Surfacing, Utility Paving & Construction, L.L.C. (Specialized Surfacing) in an amount not to exceed $1,395,000 annually for utility cuts, concrete work, and pavement restorations throughout the city.

Background: The Water Services Department performs approximately 900 excavations a year for routine and emergency water service repairs throughout the city. The Public Works Department provides routine maintenance services to over 700 miles of city roadways. The award of this contract will allow the city to hire the necessary expertise to complete pavement and concrete restorations in a timely manner.

Three bids were received in response to bid 12-31 for utility cuts and concrete work. Specialized Surfacing submitted the lowest responsive, responsible bid. The agreement will begin upon approval by Council and continue for one year.

Previous Council/Staff Actions: On June 12, 2007, Council awarded a contract to Specialized Surfacing for utility cut repairs in the amount of $315,000 and a contract to C.T. Price for concrete work in the amount of $89,000 for use by the Water Services Department. On February 23, 2010, Council authorized an increase in the annual expenditure to Specialized Surfacing in the amount of $85,000.

Community Benefit: These bid awards will allow the Water Services Department to continue to provide reliable and adequate water service to Glendale residents and businesses; and enable the Public Works Department to continue to repair roadways and sidewalks throughout the city. In addition, this will allow the city to maintain a positive public image by completing pavement and concrete restorations in a timely manner while providing smooth and reliable surfaces for motorists and pedestrians.

Budget Impacts & Costs: Funds are available in the FY 2012-13 Water Services and Public Works Departments' operating budgets, and GO funds.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		$1,395,000

Account Name, Fund, Account and Line Item Number:
Street Maintenance, Account No. 1340-16720-518200, $490,000
Pavement Management, Account No. 2210-65089-550800, $430,000
Water Distribution, Account No. 2400-17290-518200, $425,000
Wastewater Collection, Account No. 2420-17630-518200, $50,000

Recommendation: Award bid 12-31 and authorize the City Manager to enter into an agreement with Specialized Surfacing, Utility Paving & Construction, L.L.C. in an amount not to exceed $1,395,000 for utility cuts, concrete work, and pavement restorations.

22. AWARD OF PROPOSAL FOR IRRIGATION SERVICES

Purpose: This is a request for City Council to authorize the award of proposal 12-25 and authorize the City Manager to enter into an agreement for urban irrigation services with Salt River Irrigation in an amount not to exceed $138,108.60 annually.

Background: Glendale began offering urban flood irrigation service in 1912 to approximately 1,600 customers. Currently, approximately 330 customers receive urban flood irrigation services on an as-needed annual basis during the irrigation season from April through October. This seasonal irrigation service is no longer being offered to new customers.

The proposal services include water purchase and delivery, delivery line inspection and maintenance, and a dedicated system maintenance coordinator and customer service representative on a year-round basis. The agreement will begin upon Council approval. Contract specifications contain an option clause that will permit the city, at the discretion of the City Manager, to extend this agreement for four additional years in one-year increments.

The current agreement expires on June 25, 2012. A formal solicitation was conducted, and after careful review, an evaluation committee recommended an award to Salt River Irrigation, the single proposal received.

Previous Council/Staff Actions: On April 24, 2007, Council authorized the extension of proposal 02-02 with Salt River Irrigation for an additional five years in an amount not to exceed $106,760.50 annually.

Community Benefit: The continued delivery of irrigation water on a timely basis with no interruptions provides high quality services for irrigation customers.

Budget Impacts & Costs: Funds are available in the Water Services Department FY 2011-12 operating and maintenance budget.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		$138,108.60

Account Name, Fund, Account and Line Item Number:
Irrigation, Account No. 2400-17220-518200, $138,108.60

Recommendation: Authorize the award of proposal 12-25 and authorize the City Manager to enter into an agreement with Salt River Irrigation in an amount not to exceed $138,108.60 annually for

urban irrigation services and to renew the agreement, at his discretion, for up to an additional four years, in one-year increments.

23. AWARD OF PROPOSAL FOR TELEPHONE SYSTEM MAINTENANCE

Purpose: This is a request for City Council to award request for proposal (RFP) 12-28 and authorize the City Manager to enter into a one year contract with Copper State Communications, Inc. for the city's annual telephone system maintenance and service in an amount not to exceed $155,060.

Background: The city utilizes Shore Tel and Avaya's Nortel phone systems and telecommunications software to provide telephone service to all city office locations. To ensure optimal performance, these systems require an annual maintenance contract that provides hardware and software updates, system configuration, and assistance with technical changes which are outside the scope of normal maintenance and repair.

In February of 2012, the city issued RFP 12-28 "Nortel Telephone System Maintenance" to select a phone system maintenance vendor. Two offers were received and a cross-departmental evaluation committee consisting of staff from Information Technology, Library, Utilities and Transportation reviewed the offers and Copper State Communications, Inc. was selected due to their price and ability to meet the requirements of the RFP.

Budget Impacts & Costs: Funding is available in the FY 2012-13 operating budget of the Technology and Innovation's Telephone Fund.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		$155,060

Account Name, Fund, Account and Line Item Number:
Telephones, Account No. 1100-11520-514600, $105,060
Telephones, Account No. 1100-11520-516400, $30,000
Telephones, Account No. 1100-11520-518200, $20,000

Recommendation: Award RFP 12-28 and authorize the City Manager to enter into a one year contract with Copper State Communications, Inc. to provide telephone hardware and software maintenance and service in an amount not to exceed $155,060 and to renew the contract, at his discretion, for an additional four years, in one-year increments.

PUBLIC HEARING – ORDINANCES

24. ZONING TEXT AMENDMENT - ZTA11-01 (ORDINANCE) (PUBLIC HEARING REQUIRED) **(ITEM TABLED DURING JUNE 12, 2012 CITY COUNCIL MEETING)**

Purpose: This is a request for City Council to conduct a public hearing and adopt an ordinance for Zoning Text Amendment ZTA11-01 for billboards.

Background: This request to amend the Zoning Ordinance will provide a new definition and a new section to enact zoning regulations and establish a set of development standards to regulate digital billboards along the Loop 101 in the Sports and Entertainment District between Northern Avenue and Camelback Road. Digital billboards will continue to be prohibited in all other areas of the city, and will continue to be prohibited along the Loop 101 between 51st Avenue and Bell Road.

The Zoning Text Amendment will provide a new definition of digital billboards matching size and frequency of advertisement change of the two existing billboards on the Park and Ride Lot property in the Sports and Entertainment District. Digital billboards are proposed to be limited to sites zoned Planned Area Development (PAD). The amendment will require sites to have at least 1,000 feet of freeway frontage and one-third mile (1,760 feet) between signs on a single PAD.

The amendment would also prohibit billboards in the Heavy Commercial (C-3) zoning district that is located primarily in the center of the city, including the Glendale Centerline.

Previous Council/Staff Actions: It was decided at the June 12, 2012 City Council public hearing to table ZTA11-01 to the next evening meeting scheduled for June 26, 2012.

On March 1, 2012, Planning Commission conducted a workshop and a public hearing regarding ZTA11-01. No action was taken at the workshop. At the public hearing, the Commission moved to approve ZTA11-01; however, the motion failed 3-4.

On November 15, 2011, staff presented the proposed zoning text amendment to the City Council at their City Council Workshop. Council directed staff to continue working on the amendment. Staff did not perceive any Council consensus for changing the text amendment during the workshop.

Planning Commission initiated ZTA11-01 Zoning Text Amendment for digital billboards at the October 6, 2011 Planning Commission Workshop.

The subject matter for ZTA11-01, digital billboards was also previously considered as freeway billboard signs as a part of ZTA09-01 by the Planning Commission when ZTA09-01 was under consideration.

Prior to the October 6, 2011 meeting, consideration of freeway billboard signs as a part of ZTA09-01 was withdrawn from consideration by the city.

On August 4, 2011, Planning Commission voted to continue discussion of the section of ZTA09-01 regarding freeway billboard signs to the October 6, 2011 Planning Commission meeting.

On June 2, 2011, Planning Commission voted to continue discussion of the section of ZTA09-01 regarding freeway billboard signs to the August 4, 2011 Planning Commission meeting.

Council rezoned the city's property at the northwest corner of the Loop 101 and the Bethany Home Road alignment to PAD to permit erection of digital billboards by the adoption of Ordinance No. 2702 New Series on September 22, 2009.

Council rezoned the city's sewer lift station at the northwest corner of the Loop 101 and Camelback Road to permit the erection of a digital billboard by the adoption of Ordinance No. 2701 New Series on September 22, 2009.

Council rezoned the city's Park and Ride lot to PAD by the adoption of Ordinance No. 2686 New Series on June 23, 2009, to establish zoning which would satisfy the Arizona Department of Transportation to permit erection of the first two digital billboards.

The city adopted the Westgate PAD through a public hearing process in 2002, which included a number of outdoor building and digital signs.

Council approved a comprehensive update of the Zoning Ordinance in 1993, which included billboard regulations.

Community Benefit: By providing a new section concerning digital billboards, the current section that addresses billboards will remain unchanged, except for the prohibition of billboards in Heavy Commercial (C-3) zoning districts. Eliminating C-3 zoning districts would help protect existing established neighborhoods and historic districts.

Existing billboards will not be converted into digital billboards with changeable panels. A new section for digital billboards will ensure that proposed site locations prevent placement on sites, which could negatively impact neighboring residential areas. The amendment will emphasize that digital billboards are only to be erected in proximity to the Sports and Entertainment District.

Public Input: On May 24, 2012, a legal notice was published in *The Glendale Star*, which indicated which sections of the Zoning Ordinance were proposed to be amended. On May 25, 2012, staff, as the applicant, mailed notification postcards to property owners within 300 feet of the proposed area within the Sports and Entertainment District and those persons listed as Interested Parties on the City-Wide Additional Notification list.

Public testimony concerning ZTA11-01 Digital Billboards occurred at the Planning Commission meeting of March 1, 2012.

On November 9, 2011, a neighborhood meeting was held at the City Council Chambers and approximately 30 people attended. The comments received repeated those previously mentioned concerning dimensions and standards of the existing billboards on the city's Park and Ride Lot as the standard for future billboards.

Public testimony concerning freeway billboard signs occurred at the Planning Commission meetings of June 2, 2011, and August 4, 2011, as part of ZTA09-01 Zoning Text Amendment Ordinance Update. During the June 2, 2011 Planning Commission meeting, concern was expressed regarding the impact of digital billboards on the existing community located along the Loop 101 between 51st Avenue and Bell Road.

Recommendation: Conduct a public hearing, waive reading beyond the title, and adopt an ordinance for Zoning Text Amendment ZTA11-01.

25. REZONING APPLICATION ZON12-01: HOSPICE OF THE VALLEY (ORDINANCE) (PUBLIC HEARING REQUIRED)

Purpose: This is a request for City Council to conduct a public hearing and adopt an ordinance to rezone from C-O (Commercial Office) to G-O (General Office) for a property located 13614 North 59th Avenue.

Background: The property was once used as a plant nursery but is currently vacant. Hospice of the Valley intends to develop a 10,000 square foot, single-story inpatient care facility with the capacity to hold up to 12 beds.

Previous Council/Staff Actions: The Planning Commission recommended approval of ZON12-01 on June 7, 2012.

Community Benefit: This project will include the redevelopment of a currently underutilized property that will complement the existing office and medical land uses in the vicinity of 59th Avenue and Thunderbird Road.

Public Input: A Notice of Public Hearing for the City Council hearing was published in *The Glendale Star* on June 7, 2012. The property was posted on June 8, 2012. Notification postcards were mailed to 73 adjacent property owners and interested parties on June 8, 2012.

At the June 7, 2012 Planning Commission public hearing, one individual spoke in support of the rezoning request and had a question pertaining to parking. Staff responded that the proposed site plan provides surface parking in excess of the Zoning Ordinance requirement.

Recommendation: Conduct a public hearing, waive reading beyond the title, and adopt an ordinance for rezoning application ZON12-01, subject to the stipulations as recommended by the Planning Commission.

26. AMENDING CITY PRIVILEGE AND USE TAX CODE BY ADOPTING LOCAL OPTION V TO THE MODEL CITY TAX CODE (ORDINANCE) (PUBLIC HEARING REQUIRED)

Purpose: This is a request for City Council to conduct a public hearing and adopt an ordinance amending Glendale City Code Chapter 21.1 by adopting Model City Tax Code Local Option V to impose a two-level tax structure on sales and uses of tangible personal property exceeding $5,000 at the tax rate of 2.2%. The effective date of the ordinance will be August 1, 2012.

Background: At the June 19, 2012 Council workshop, staff presented options for City Council consideration for an alternative tax rate on gross income from the sale or use of a single item of tangible personal property exceeding $5,000. At the conclusion of the Council workshop, staff was advised to proceed with the Local Option V, which will adjust the privilege (sales) and use tax rate to 2.2% for tangible personal property exceeding $5,000.

Public notice for the adoption of Local Option V was posted in the Glendale Star on May 31 and June 7, 2012 for a public hearing to occur on June 26, 2012, with an effective date of August 1, 2012.

Previous Council/Staff Actions: On June 12, 2012, Council adopted Ordinance No. 2807, New Series, increasing the privilege and use tax rates by .7%, except for the privilege tax rate on the business of renting or leasing real property for residential purposes, mining and the additional tax upon transient lodging. The tax rate increase will become effective August 1, 2012.

Community Benefit: Adopting the ordinance will allow Glendale retailers that routinely sell tangible personal property items in an amount exceeding $5,000 to remain competitive with similar retailers in neighboring cities. In addition, the tax structure will help mitigate any possible loss of large ticket spending in the community thus allowing the city to continue to capitalize on the recovering economy.

Budget Impacts & Costs: A review of the impact on revenue projections for the FY 2012-13 budget indicates the potential loss of revenue associated with implementing this tax structure for single-item purchases is estimated at $1.1 million. To mitigate the revenue loss, departmental expenditures have been reduced by $1.1 million as presented during the Council Workshop on June 19, 2012.

Recommendation: Conduct a public hearing and waive reading beyond the title and adopt an ordinance amending Glendale City Code Chapter 21.1 by adopting Model City Tax Code Local Option V to impose a two-level tax structure on sales and uses of tangible personal property exceeding $5,000 at the tax rate of 2.2%. The effective date of the ordinance will be August 1, 2012.

ORDINANCES

27. FISCAL YEAR 2012-13 PROPERTY TAX LEVY ADOPTION

Purpose: This is a request for City Council to adopt an ordinance setting the Fiscal Year (FY) 2012-13 primary property tax rate at $0.2252 per $100 of assessed valuation and the secondary property tax rate at $1.6753 per $100 of assessed valuation, an increase of $0.3054. The total property tax rate will increase $0.3054 from $1.5951 to $1.9005.

Background: Arizona state law requires Council to set the property tax levy by the third Monday in August.

Arizona's property tax system consists of two tiers. The primary property tax levy has state-mandated maximum limits; however, it can be used by a city for any purpose. The primary property tax revenue is included in the General Fund's operating budget. The secondary property tax levy is not limited; however, it can be used only to retire the principal and interest on a municipality's bonds. The secondary property tax revenue funds much of the city's capital improvement plan.

All Truth in Taxation requirements of A.R.S. 42-17107 have been met. A Truth in Taxation hearing is not required; according to the Property Tax Oversight Commission's letter of April 30, 2012, a Truth in Taxation hearing is required only if the city chose to levy a primary rate greater than $0.2592. The public notice requirements of A.R.S. 42-17103 also have been met.

Previous Council/Staff Actions: A public hearing on the proposed FY 2012-13 property tax levy was conducted at the June 12, 2012 Council meeting. At that same meeting, Council also conducted a public hearing on the final budget and convened a special meeting to adopt a resolution approving the FY 2012-13 final operating, capital, debt service and contingency appropriation budget.

City Council reviewed the FY 2012-13 tentative budget and adopted a resolution formally approving the tentative operating, capital, debt service and contingency appropriation budget at the May 22, 2012 evening meeting. At that time, Council also gave notice of the date for the June 12, 2012 public hearings on the FY 2012-13 final budget and the FY 2012-13 property tax levy and the June 26, 2012 date for the adoption of the FY 2012-13 property tax levy. Public notices regarding this information were published in the *Glendale Star* on May 31 and June 7, 2012.

The 8th budget workshop occurred on April 23, 2012.
The 7th budget workshop occurred on April 17, 2012.
The 6th budget workshop occurred on April 3, 2012.
The 5th budget workshop occurred on March 20, 2012.
The 4th budget workshop occurred on March 6, 2012.
The 3rd budget workshop occurred on February 28, 2012.
The 2nd budget workshop occurred on February 21, 2012.
The 1st budget workshop occurred on February 14, 2012.

At the January 10, 2012 Council meeting, an ordinance was adopted authorizing the refunding/restructuring of outstanding water/sewer revenue obligations and Municipal Property Corporation (MPC) excise tax revenue bonds and authorizing the issuance of these bonds in an amount not to exceed $99 million and $70 million respectively.

At the January 3, 2012 Council workshop, staff presented the debt management plan and options related to refinancing outstanding MPC debt and refunding outstanding water/sewer debt.

Community Benefit: Glendale's budget is an important financial, planning and public communication tool. It gives residents and businesses a clear and concrete view of the city's direction for public services, operations and capital facilities and equipment. It also provides the community with a better understanding of the city's ongoing needs for stable revenue sources to

fund public services, ongoing operations and capital facilities and equipment. The budget provides Council, residents and businesses with a means to evaluate the city's financial stability.

Public Input: All eight budget workshops were open to the public and were posted publicly per state requirements. The Council budget workbook materials were posted publicly along with each of the workshop's meeting agenda.

In accordance with the posting requirements of A.R.S. 9-499.15, a notice of this rate increase was posted to the city website's home page sixty (60) days in advance of today's meeting.

Public notices were printed in the May 31 and June 7, 2012 issues of *The Glendale Star* regarding the date, time and location for the public hearings regarding the FY 2012-13 final budget and the FY 2012-13 property tax levy as well as the date for the adoption of the property tax levy.

Budget Impacts & Costs: It is estimated that the FY 2012-13 primary property tax rate will generate approximately $2.6 million and the FY 2012-13 secondary property tax rate will generate approximately $19.3 million for a total of approximately $21.8 million.

Recommendation: Waive reading beyond the title and adopt an ordinance setting the FY 2012-13 primary property tax rate at $0.2252 per $100 of assessed valuation and the FY 2012-13 secondary property tax rate at $1.6753 per $100 of assessed valuation. The total property tax rate will increase from $1.5951 to $1.9005.

28. FISCAL YEAR 2011-12 BUDGET AMENDMENTS

Purpose: This is a request for City Council to adopt an ordinance approving the FY 2011-12 budget amendments.

Background: A budget amendment is a transfer of appropriation authority and most amendments are done to reconcile the prior fiscal year's actuals savings with requested carryover. Overall, the City of Glendale's total FY 2011-12 budget appropriation across all funds is unchanged.

Budget amendments are associated with appropriation changes between departments to accommodate actual spending activity. The budget represents a plan for spending and is established several months before the current FY commenced. As actual spending activity occurs, transfers of appropriation authority within and between departments is required to reflect changes to the initial spending plan. The causes of changes to the initial spending plan can be summarized as follows: unexpected expenses arise due to unforeseen circumstances and planned spending does not occur as work plans are modified to address changing circumstances.

While Council approved a similar ordinance for FY 2011-12 at the May 22, 2012 evening meeting, another ordinance is required to capture unexpected year-end appropriation authority transfers that were needed since mid-May.

Previous Council/Staff Actions: Council approved a similar ordinance for FY 2011-12 on May 22, 2012.

Council approved a similar ordinance for FY 2010-11 on January 24, 2012.

Budget Impacts & Costs: Overall, the City of Glendale's total FY 2011-12 budget appropriation across all funds remain unchanged.

Recommendation: Waive reading beyond the title and adopt an ordinance approving the FY 2011-12 budget amendments.

RESOLUTIONS

29. FEE ADJUSTMENTS FOR PARKS, RECREATION AND LIBRARY SERVICES

Purpose: This is a request for City Council to adopt a resolution approving rate adjustments for Parks, Recreation and Library Services Department, pursuant to City Code Chapters 20 (Library) and 27 (Parks and Recreation).

Background: The City of Glendale's Parks, Recreation and Library Services Department is nationally recognized and has received numerous awards for partnering to provide a variety of recreation, educational and social activities for Glendale residents for all ages and walks of life.

As a part of the department, the Glendale Library System is responsible for the operations and services of the Velma Teague, Main and Foothills libraries. It is the combined mission of these facilities to promote literacy and cultural enrichment throughout Glendale. In Fiscal Year (FY) 2010-11, the Library System circulated over 2.1 million items; hosted 885,000 library patrons; had 257,000 computer lab users; and sponsored over 1,800 educational programs resulting in approximately 53,000 participants.

The Parks and Recreation Division is responsible for the upkeep, maintenance and providing services at 92 different neighborhood, community and regional park and open-space sites; two aquatics centers; 23 sports fields; and four city-owned community recreation centers. The division is also responsible for overseeing eight Glendale Recreation After School Program (G.R.A.S.P.) sites; the allocation system used to rent-out athletic fields used by approximately 90,000 participants each year; the rental of all ramadas and facilities for private and public use; ensuring that 77,000 open-swim and aquatics lesson participants are safe and supervised; providing recreational opportunities for 3,118 active members of the Adult Center; and for providing services to over 5,000 persons annually special interest classes.

The ability to provide many of these programs and services is contingent upon the establishment and collection of user fees. These user fees have typically been established and charged for the private use of public facilities and/or to offset the costs to provide certain parks, recreation and library services. As a part of the FY 2012-13 Council budget review process, staff reviewed and developed proposed fee adjustments for a variety of programs and services offered by the Parks, Recreation and Library Services Department, to provide additional revenue to continue them.

Previous Council/Staff Actions: On April 17, 2012, and as part of the recent budget review process, staff brought forward a plan to adjust fees at the Glendale Adult Center, Foothills Recreation and Aquatics Center, Sports Fields, Parks and Recreation Facility Rentals, the Historic Sahuaro Ranch, Aquatics Programs, G.R.A.S.P. Programs, and to implement new rental fees for meeting rooms at the Main and Foothills Library Branches. Research of comparable rates show the adjustments and new fees will price the facilities and programs in a competitive range.

Council was again presented with the fee adjustments at the budget meeting on April 23, 2012, and provided staff direction to include them in the FY 2012-13 budget. In accordance with the posting requirements of A.R.S. 9-499.15, a notice of this rate increase was posted to the city website home page 60 days in advance of today's meeting.

Community Benefit: The mission of the Parks, Recreation and Library Services Department is to provide top-quality recreational and educational facilities and services. Increasing facility usage by providing first class services and programs at competitive rates that generate revenue for the City of Glendale continues to be a positive contribution to the quality of life for the community.

Budget Impacts & Costs: This revenue enhancement opportunity was discussed during the FY 2012-13 budget workshops on April 17 and April 23, 2012. The adjustment of the fees is expected to generate an additional $643,000 annually. All revenue generated from these fee adjustments will be deposited into the General Fund.

Recommendation: Waive reading beyond the title and adopt a resolution approving rate adjustments for Parks, Recreation, and Library Services Department, pursuant to City Code Chapters 20 (Library) and 27 (Parks and Recreation), effective July 1, 2012.

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

CITIZEN COMMENTS

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

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

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

(i) discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
(ii) discussion or consideration of records exempt by law from public inspection (A.R.S. §38-431.03 (A)(2));
(iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));

(iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (A)(4));

(v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or

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

MINUTES OF THE
GLENDALE CITY COUNCIL SPECIAL MEETING
Council Chambers
5850 West Glendale Avenue
June 8, 2012
10:15 a.m.

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

Councilmember Norma S. Alvarez was absent.

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

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

ORDINANCES

1. ARENA LEASE AND MANAGEMENT AGREEMENT WITH ARIZONA HOCKEY ARENA PARTNERS, LLC AND ARIZONA HOCKEY PARTNERS, LLC (ORDINANCE)

Ed Beasley, City Manager, presented this item.

This is a request for City Council to vote upon an ordinance authorizing the City Manager to enter into an Arena Lease and Management Agreement with Arizona Hockey Arena Partners, LLC and Arizona Hockey Partners, LLC for the use of the city-owned Jobing.com Arena by the Phoenix Coyotes.

In 2001, the City of Glendale entered into an Arena Development Agreement, an Arena Management and Use Agreement (AMULA), and a Mixed-Use Development Agreement (MUDA) with Arena Management Group, LLC, Coyotes Hockey, LLC, Glendale 101 Development, LLC, and Coyote Center Development, LLC. The purpose of these actions was to create a high-quality major economic center in Glendale, consisting of offices, hotels, entertainment, retail and restaurants.

Unexpectedly, in May of 2009, the former team owner Coyotes Hockey, LLC and its affiliated entity, Arena Management Group, LLC (collectively referred to as the "Coyotes") filed for federal bankruptcy protection. The city's investment was meeting financial projections and attracting economic development to the area until the Coyotes were thrust into bankruptcy.

During the bankruptcy proceedings, the National Hockey League (NHL) purchased the assets of the Coyotes but did not assume the Arena Management, Use and Lease Agreement.

For the past three years, under the direction of Council, the city has been actively working with the NHL and potential buyers of the Coyotes to structure a deal that would keep the team in Glendale.

Council established criteria for negotiations with potential buyers of the Phoenix Coyotes including:

Keep team in Glendale for the full length of lease
Keep current arena revenues in tact
Provide opportunity to share in revenue streams, when feasible

The NHL has established the value of the team at $170 million. The current selling price of the team is a result of existing issues beyond the city's control.

According to a study conducted by ESI Corporation in 2008, the annual regional economic impact of the Coyotes and Jobing.com Arena is substantial:

750 jobs in Maricopa County and $20 million in wages
$4.5 million generated in indirect business taxes for Glendale, Maricopa County and the state

The loss of the team as an anchor tenant would result in a loss of at least 43 major events per year at the arena. In addition, it is highly unlikely that the arena would be able to generate the same number and quality of replacement events. Analysis conducted by independent outside experts concludes that the financial position of the city with the team will be better than managing the arena without the team.

A summary of the main points from the draft arena agreement include:

- The NHL team stays in Glendale for 20 years, the same amount of time remaining on the original bonds for the arena.
- The city receives 15% of the naming rights revenue for the arena, estimated between $4 million and $10 million over the life of the agreement.
- The city does not issue any new debt.
- The city pays an average arena management fee of $15 million per year.
- Analysis conducted by independent outside experts concludes that, in their opinion, the deal:
    - Meets the constitutional test against gifting by the city.

- The financial position for the city with the team in place will be better than managing the arena without the team.
- This conclusion was arrived at without the inclusion of any revenue from the Westgate development, which is expected to at least double over the life of the team's stay.

Mr. Greg Jamison of Arizona Hockey Partners, LLC has reached an agreement with the city and is seeking direction to move forward to finalize documents. Mr. Jamison will move forward with the NHL to finalize the sale. Mr. Jamison has demonstrated success as an investor and business owner and has a high level of familiarity with hockey.

On May 10, 2011, Council adopted a resolution extending the management agreement between the City of Glendale and the NHL, to satisfy the NHL's requirements in order for the NHL Phoenix Coyotes to remain in Glendale during the NHL 2011-12 hockey season.

On December 14, 2010, staff brought forward an Arena Lease and Management Agreement and a Use and Non-Relocation Agreement with Arizona Hockey Arena Holdings, LLC and Coyotes Newco, LLC. The potential buyer did not move forward with plans to purchase the team.

Staff brought forward an MOU to Council for potential buyers of the Phoenix Coyotes on April 13, 2010 and June 8, 2010. Neither potential buyer moved forward with viable plans to purchase the team. Thus, on May 11, 2010, Council authorized an agreement with the NHL to retain the team in Glendale for the 2010-11 season while city staff completed the necessary negotiations with potential new owners.

The recommendation is to read in full the ordinance authorizing and directing the execution and delivery of the leasehold interest within the Arena Lease and Management Agreement and, thereafter, adopt an ordinance with an emergency clause, authorizing and directing the execution and delivery of the ordinance with Arizona Hockey Arena Partners, LLC and Arizona Hockey Partners, LLC.

Ed Beasley, City Manager, provided a brief summary and asked for any questions from the Council on this matter.

Craig Tindall, City Attorney, recognized several attorneys attending today. He said they were here to answer any questions the Council may have.

Mayor Scruggs asked if there was a presentation or was the expectation that Council would just ask questions.

Mr. Beasley explained the Council had been provided with all the information needed in advance, therefore, they were here to answer any question they may have.

Mayor Scruggs commented that if the people that are here today if they didn't watch TV yesterday, they would not hear anything about this – what is being proposed – the deal or

anything like that. Information would only be shared if Council calls somebody up, is that correct?

Mr. Beasley explained Mr. Tindall was prepared to go over the document if that was Council's direction.

Councilmember Clark asked for Mr. Tindall to take some time to highlight the deal points of the documents.

Mr. Tindall stated there were two agreements before Council today, the Arena Lease Management Agreement and the non-Competition, non-Relocation Agreement. The NHL team stays in Glendale for 20 years, the same amount of time remaining on the original bonds for the arena. The city receives 15% of the naming rights revenue for the arena, estimated between $4 million and $10 million over the life of the agreement. The city does not issue any new debt.

Councilmember Clark stated the Council recently learned that financially, the city will be better off with the team staying in Glendale than if it were to leave. She would like staff to expand on that for everyone's benefit.

Gary Birnbaum, Managing Director of Mariscal, Weeks, McIntyre & Friedlander, P.A. explained his firm was asked to look into the issue of whether the draft agreements presented comply with the gift clause according in the Arizona Constitution. He said it was important to note, there was nothing black and white about the gift clause jurisprudence in the state of Arizona. However, they do know that under article 9, section 7, of the Arizona Constitution, the city is not to make subsidy payments to private parties. Unfortunately, the Constitution does not provide a very clear answer. He cited several cases which help to clarify what the term subsidy means. He explained there was a two part test to determine gift clause compliance. The first part is that there must be a public purpose underlying the agreements being considered. The second element is what is sometimes called the adequacy of consideration test. There is clearly consideration being given by both parties in this case under the draft agreements. The city is committed to make some substantial payments and turn over control of the arena. And the operator of the team is agreeing to make some payments back to the city to operate the arena and to not relocate the hockey team for approximately 20 years. He said then the question asked is does it balance. The gift clause says that the consideration, the benefits conferred by the city on the private parties have to be not grossly disproportionate to the benefits received by the city under the agreement. He added they usually look at that analysis without any consideration of sales tax generation or businesses and look at only the direct benefits. He cited another case the Supreme Court looked at very similar to Glendale's case. He explained the city was not only receiving cash benefits from this agreement but also benefiting from the operating losses that will be covered by the private party.

Mr. Birnbaum continued explaining the city hired Elliott D. Pollack and Company, a very well know economic analysis firm. Elliott Pollack and Company did a financial analysis which has been presented to the city. He stated the company took the financial benefits from the public sector to the private sector and quantified them. The study indicates that the total value of the benefits is about $324 million over 20 years. However, by using that gross number it is a little

misleading because at time income streams are front loaded or back loaded. Therefore, it's a greater value to look at the present value of the income stream and use present values for all comparisons. He noted that Pollack and Company did both an aggregate and a present value. He noted that $324 million had a present value of $204 million. Under the agreement the city receives some rent, surcharges on tickets and naming rights. The company then estimated those income streams back to the city. They determined that the present value of those income streams were approximately $45 million. Therefore in hard cash, there was $204 million going out and $45 million coming back. He stated the key was the third part of the analysis. Pollack and Company then looked at what would happen if the deal was not made. He said the company did not project who the operator would be but relied on a reasonable estimate of the cost to the city for operating the arena without this transaction and without a hockey team. The company did this by estimating what the management fee would be and added repair cost and everything else the city would still have to pay. Then they subtracted revenues that were anticipated even without the hockey team. There are approximately 30 event nights, the Pollock study predicts approximately 50 event nights. The company then quantified all of that and ended up with benefits to the city in the form of loss avoidance of approximately $177 million. He explained the slide had slightly different figures up. In conclusion, the net benefit to the city predicted by the Pollack analysis is $394 million compared to $324 million expenditure by the city or perhaps as much as a $70 million net benefit. He indicated that in this case, based on the Pollack analysis, the benefits received by the city actually exceed the benefits conferred by the city by $17 million in present value and $70 million in aggregate value over 20 years.

Councilmember Lieberman thanked him for his comments. However, he would like to point out some things that were not said. He noted the figures that Pollack and Company used came from the city. The figures came from TL Hocking, the firm that has been collecting $8,000 from the city each month for the last 10 years. He explained this was very interesting and something like the cat calling the cat black since the city is where they got the figures from. This is the city trying to prove that were was a reasonable and proper assumption that there will be a profit to the city in 20 years. He believes the figures should have come from the 29 other centers in the county where the companies are doing the management to see what their cost figures are compared to TL Hocking numbers. He said this same TL Hocking has another city that was very unhappy with them because some of the figures they provided were not good. He noted the same TL Hocking was the ones that told the city that they would at least see $100,000 positive income from the stadium. He prefers they make this deal without raising three kinds of taxes. However, he does not believe and will not accept the Glendale City figures that estimate the city making $17 million profit on this deal.

Mr. Birnbaum explained that no one was suggesting $17 million of profit in the financial statement sense. He explained he understands the Pollack study is showing that if they take the loss avoidance and add it to the cash flow, then the deal makes sense. However, if the city does not do the deal, then they incur $177 million in potential losses. He added his job was not to defend the Pollack study nor was he qualified to do the economic analysis. He explained the Pollock Company report did rely on information provided by TL Hocking. However, the gift clause analyses were the Pollack Company's figures. He added that for some of those figures Pollack had to find a base to start. He explained the Pollack process and added it was unfair to say they were only looking at the Hocking analysis and opinion. Councilmember Lieberman

said he agreed with some of the things said, however TL Hocking has been on the city payroll so long he considers them a city employee.

Mayor Scruggs asked when Mr. Birnbaum goes to court to defend the constitutionality of this agreement that's going to be approved today and he says that this does not violate the gift clause – she was asking for verification that she understood correctly – that the court will accept projections of anticipated operating losses based on just coming up with averages or numbers or things in other places. She continued her question asking if the court would accept projections that are not based on anything that is known will happen or will not happen.

Mr. Birnbaum stated he will candidly tell them after 36 years of law practice, that he cannot tell them what any court is going to do on any given day or any given case. However, the manner in which the gift clause analysis was done, he believes, the courts will accept projections and averages provided from past years as was done in one of his earlier cases involving the Bank One Ballpark transaction. He explained that was exactly what he would expect will happen in a case like this when the court is doing that balance between benefits received and benefits conferred.

Mayor Scruggs commented that it was interesting that what used to be Bank One Ballpark is now Chase field and that is one of the facilities that are cited. She continued, commenting on an article in the Arizona Republic on June 6th that was eye opening and it did cite operating costs received at a number of different facilities. And this has really gotten our community pretty worked up. She admitted to being curious as to why Chase Field would be used as an example because it says "the Diamondbacks who play at Chase Field in downtown Phoenix do not receive a subsidy to manage the tax funded stadium. The team pays between $4 million to $4.3 million annually to Maricopa County stadium district to play in the stadium." The amount varies depending on attendance – which would make sense. She asked what Mr. Birnbaum was defending.

Mr. Birnbaum explained the argument was the same type of argument that would be made here. His recollection on that case was that the Maricopa County District had issued bonds. The argument was made by a series of land owners who did not want their property condemned for the stadium. The argument was that based on the projections for the stadium and the terms of the deal, the likely return on that investment by the county was something below 1% or possibly as high as 1.2% and grossly insufficient rate of return on the county's investment and therefore it constituted a gift. Therefore, he believes the nature of the proceedings and the type of arguments made was something like what is happening here.

Mayor Scruggs stated that Mr. Birnbaum mentioned that one of the things that will be looked at is what the city is going to be paying in an area management agreement similar to what is being paid in other places and so forth. And it's written that it will be higher than any other NHL team. And probably it will be the most favorable deal in the league.

Mr. Birnbaum noted the important thing to look at was at the total payments going out and then look at what loss was being avoided. The Pollack Company looked at fees being paid at other

arenas with or without hockey teams and put that information in the loss avoidance column. They estimated what the fees would be if there was no hockey team.

Mayor Scruggs asked if management fees would be used as operating costs. She continued that her understanding of management fees were what the city would be paying somebody to manage the arena and within that will be the operating costs but will also be excess revenues that that person can use as they choose.

Mr. Birnbaum noted that if he said that, it was incorrect. He explained that when he talks about arena management fees, he is talking about the arena management fees payable under the contract.

Mayor Scruggs stated that in 2001 the plan was - and that was what was implemented – was that the city build an arena and carry the debt service up to $150 million. Plus the city built the infrastructure to service the arena. And the owners of the team at that time paid for the remainder of the costs to build the arena the way it suited them. Then the city was out of it, and just paid the debt service. So the team owners paid the operating costs and received all the operating revenue. She believes there would be a lot of revenue. She will be asking the Elliott Pollack person because what she was hearing was that Mr. Birnbaum just accepts what is given to him and he goes with that. She continued that it didn't appear that there was any consideration to whether those figures included everything.

Mayor Scruggs commented that the previous owner paid all the expenses, received all the revenue which seemed pretty fair. If they are going to pay off all the expenses they should get all the sponsorship money, they should get all the money from concessionaires who are leasing spaces, and they should get everything, ticket sales so forth and so on. And so there is proof, there is documentation out there in the hands of many, many people that show that if you take hockey out of the equation, the losses are somewhere between $5 and $6 million a year. Now we are trying to move to a situation where we will give the team owner a set amount of money - $17 million the first year, $20 million the next four years and then continue on a decreasing scale. Out of that fee, whether its $17 million, $20 million or $15 million, whatever, the team owner will pay all the operating expenses which I think just about any study anybody has looked at it seemed like they come in somewhere in the 11 to 13 million dollar range. But they will also receive all the revenues and the city's money. She continued that she was at a loss as to how a situation like that can be defended by saying that the city would lose money because she had never seen where that revenue that comes from within the arena goes if a professional manager is paid. A professional manager just gets a flat fee.
Mr. Birnbaum indicated that Mayor Scruggs' assumption that someone will come in, take over the arena, manage it without a hockey team, without a name on it and bear all the expenses in exchange for getting the revenues was something that was not feasible.

Mayor Scruggs stated that it was not her assumption. She continued that her assumption was something like what is happening next door in the University of Phoenix Stadium where they put on over 100 events last year. That is the management team, whatever you want to call it. The facility manager gets a certain amount of money then somebody – in the city's case it would be the City of Glendale would pay all the operating expenses – the city would pay the electricity,

the help, all of those people that go out and book concerts and so forth, but the city would also get all the revenue that comes in because the manger is just there to mange. The manager manages for a fee and that is a fixed cost. Then over here, and she knows for a long time she was focused on just the operating expenses and never thought to add in all those revenues that come in too. So if you hire the ABC company as a manger because that's what they do, they manage facilities, they book them and so forth and so on, then the city, of course, would pay the operating expenses in the city-owned facility but the city would also receive the revenues. And she believes that's where the proven 5 to 6 million dollar loss comes from.

Mr. Birnbaum explained that was the last piece of the Pollack analysis. They said that without a team, the city will pay this management fee and this amount in repairs, capital improvements and that would be offset by revenues that can be generated and, in fact, they assumed 50 events not 30. He added Mayor Scruggs might have also been mistaken in another area where she had left out $79 million. He indicated that in this transaction the revenue streams go to the arena operator except for the surcharges, rent, naming rights, which the Pollack Company says is $79 million that comes back to the city over 20 years for a present value of about $44 million.

–Mayor Scruggs commented that nobody knows the answer. She continued that she did not know what Mr. Jamison thinks he is going to – as the owner what he's going to put in there if it's going to be 20 events, 10 events or 300 events. It's all just assumptions on what somebody can do or can't do. The Council listened to a presentation from a company Wednesday that would come in and guarantee a certain number of events per year. She continued it was all based on assumptions.

Mr. Birnbaum noted her comments were consistent with Councilmember Lieberman's from yesterday. He indicated his explanation to Councilmember Lieberman was that he does not know if these projections are right. However, the key point in looking at the Pollack analysis is that if they are right, and they don't do this transaction, and don't find the magic operator who can do much better without a hockey team, the mistake will be $177 million in present value. Since that is the loss that is incurred over the next 20 years if they are right and they are wrong if they elect not to proceed in this fashion.

Mayor Scruggs referred back to the first question that she asked. When he goes to court – she didn't know if it would be in front of a judge or a jury or who, but they accept the fact that Mr. Pollack's staff may turn out 20 years later to have been right with their analysis and so therefore it's all okay and it passes the gift clause test? And Mr. Birnbaum's answer is yes, right?

Mr. Birnbaum explained that economic projection cases are based on economic projections. He noted they were educated assumptions about the future. He added people who don't like them say they are only educated guesses. However, every time the future is predicted that was exactly what they're dealing with.

Mayor Scruggs clarified that she thinks what Mr. Birnbaum was saying that some judges accept that – and he couldn't promise Council that the judge is going to accept it but it's his experience they do.

Mr. Birnbaum replied yes.

Councilmember Martinez asked what was meant by grossly disproportionate. Mr. Birnbaum provided an example. If the total benefits to the city were $5 million dollars less then the benefits the city was conferring on the private party, would that pass the gift clause test. He believes that it would since on a $200 million transaction being $5 million short is not grossly disproportionate. The good news in this case is that the Pollack study tells them they are positive by $17 million so they do not have to worry too much about what gross disproportionate means because if they are positive they satisfy the gift clause analysis.

Councilmember Clark said she was to make clear the point that Mr. Birnbaum was not hired to advocate the city's position on this deal. She explained what he was hired to was to be an objective, impartial arbiter on the issue of the gift clause law as it stand today and whether the city's proposed deal will meet those elements. Mr. Birnbaum stated she was exactly correct. Councilmember Clark stated this was very important to point out since some may have an issue simply because he was hired by the city.

Councilmember Martinez thanked Mr. Birnbaum for his presentation to the Council.

Councilmember Clark asked to hear from Ms. Felicia Kessler.

Mayor Scruggs commented that she was going to call Ms. Kessler next. Since the Mayor was not available yesterday and she was hearing all this for the first time. She asked the Council if they were provided a report from the Pollack Company the previous day.

Councilmember Clark noted the report was not on paper.

Mayor Scruggs asked Mr. Beasley about the report referenced by Mr. Birnbaum that the Elliott Pollack Company prepared for the city and that was being cited as people speak. She continued asking who had the report.

Mr. Beasley explained the report was finalized yesterday and some have started to receive copies.

Mayor Scruggs asked if Council would receive a copy.

Mr. Beasley replied yes.

Mayor Scruggs asked what would happen then.

Mr. Skeete stated that report was probably in their email box.

Mayor Scruggs stated that there would be a break soon due to the two or three hours of public comment still to be heard and asked Mr. Beasley to prepare copies of the report for Council. She continued that she would like the report available to be reviewed on the break.

Felicia Kessler, Economic Analyst with Elliott D. Pollack and Company, stated she was here to answer any questions the Council may have.

Mayor Scruggs welcomed Ms. Kessler and asked if she had a copy of this report or if she just have notes from it. Ms. Kessler replied yes she did have a copy.

Mayor Scruggs confirmed that Ms. Kessler would be reading from the finished report that was commissioned by the city of Glendale and prepared by the Pollack Company. Ms. Kessler replied yes.

Councilmember Lieberman asked to have a copy of the report and figures today if possible.

Mayor Scruggs advised that he would receive a copy when the Council went on break.

Councilmember Lieberman said he just wanted to make sure it was the same report and the same numbers that the Pollack Company used.

Councilmember Clark inquired as to the procedure they used when evaluating the TL Hocking figures. She asked if they still used numbers if they did not appear correct. She asked how they approached the issue when they receive numerical assumptions from another body. Ms. Kessler explained the numbers were reviewed by other members of the company and staff and they appeared to be reasonable since they were starting at a lower base for the arena management fees without a team versus with a team. Councilmember Clark remarked that in essence they vetted the numbers for the assumption of not having a team in the arena.

Mayor Scruggs asked to go back to something Ms. Kessler said. She questioned Ms. Kessler and her comment that the number seemed reasonable because they started at a lower base without the team. Did Pollack just receive numbers? There was no independent analysis? Pollack just received them from somebody and said these look reasonable?

Ms. Kessler stated the numbers they received for the range of the arena management fee that could be expected without a team and took an average of the high and the low figures without a team.

Mayor Scruggs asked if the origin of those numbers was identified.

Ms. Kessler that said the numbers provided were from the study.

Mayor Scruggs asked if it said where they come from. They had a range of fees but did you know what you were comparing it to?

Councilmember Clark asked to clarify a couple of things. The Pollack study looked at just the cost of managing the arena with and without a team. They did not look at what revenue will be produced in the surrounding Westgate area and no other factors. Ms. Kessler stated she was correct in that they excluded any extra benefits that would be received from sales tax in the arena, jobs created by the arena or sales tax or jobs in the surrounding district. Councilmember

Clark asked what they concluded the average for an arena management fee without a team was. Ms. Kessler replied that for the next FY it would be $12 million and increasing at a normal CPI rate at an average of $15 million over the 20 year period. Councilmember Clark commented the figure they used for the arena with a team would have been the deal point figures that are in the current lease management contract that is before them. Ms. Kessler stated she was correct.

Councilmember Lieberman asked if there was any attempt to show the potential profits of 40 nights a year of A and B style entertainers coming to the arena. Ms. Kessler explained their analysis was based on 50 event nights which was an increase of about 20 event nights over the current levels. Councilmember Lieberman asked what profit they would have made for the city with 50 nights a year of class A and B entertainers. Ms. Kessler stated their study showed this would have resulted in a net operating loss to the city. Councilmember Lieberman asked where they received those figures from. Ms. Kessler explained the majority of the figures came from the TL Hocking firm.

Mayor Scruggs asked those in the audience to please speak more quietly. Council was trying to hear everything that is being said by the speakers and instead were hearing the audience. Thank you.

Councilmember Lieberman remarked that the city had actually provided the numbers in an attempt to prove the point that we need the team here. Ms. Kessler restated they received numbers from the city that came from the TL Hocking firm that seemed reasonable. Councilmember Lieberman thanked her for patience. He believes Pollack and Company was a very good economic firm; however, he has trouble with the city using figures from the city to prove that the city has a benefit to buy the hockey team.

Mayor Scruggs commented that what she was coming away with from the report and please correct her, if this is wrong – that the Elliot Pollack and Company received information from the City of Glendale that was produced by another source. Pollack took that information, did not try to adjust in any way, looked at it and determined based on reviews of situations in other places that it was reasonable. And based on its reasonableness, then did some mathematical calculations and came up with the response that based on present value of the money going out and the money coming in – it's better that the team be there. She verified that the Pollack company did not go out and try to research or find new information.

Ms. Kessler stated they did research different arenas but did not deviate from the numbers that were given to them as far as the average that they utilized.

Mayor Scruggs commented that she might be heard saying it later also. This particular facility is much harder to determine in terms of its ability to produce revenue for the city than maybe some others. The Councilman keeps talking about A list celebrities appearing. That's really not the best use of the arena for the city of Glendale because they come and they go. It's wonderful; it gives us a lot of publicity and a lot of attention. But she wanted to compare it to what's going on outside of the arena next to the University of Phoenix Stadium and the Cirque du Soleil Kooza that's going to begin tonight in the tents. And she didn't know if Mr. Hocking will consider that one event or many events because of how many nights it's there. But for the city of Glendale –

an example is the city paid nothing for them to be there – the city probably pays some of the police officers overtime to manage traffic – that's a possibility. But otherwise it costs the city nothing for that event to be there. But they are coming in and their cast and their crew are staying in Glendale hotels. Now it started out the projection communicated was 7,000 room nights then it went down to 5,000 then it went down 4,000, whatever. 4,000 room nights in Glendale hotels is huge. The city only has 14 or 15 hotels in the entire city so to take that kind of a block is enormous. And to put those people there on site for a month or whatever. And they are eating in restaurants and shopping and so forth. That's the valuable use of a facility, in the Mayor's estimation more so than a team playing a game one night that the attendance varies anywhere from 4,500 to 18,000 and you just really never know. She continues that she had some real difficulty with all event nights being treated the same when in reality their value is much different. And value to the city of Glendale is what matters to all these taxpayers because that's the money, the revenue that comes in which, it's understood from Mr. Birnbaum, needs to be excluded from going to court. But that's the money that really goes back to paying that debt service so it doesn't come out of the General Fund (GF). If it comes out of the GF it comes out of city services. So this whole idea of just being sent over a report that says there was an expected 20 nights of programming if there is no hockey team there based on over saturation of facilities for class A entertainers or whatever and so therefore all the assumptions that the Council should use to make decisions on what is best for the city is based on something that is not the most valuable use of the arena. But what Pollack was saying is they just accept what they get.

Ms. Kessler explained that as far as the attendance assumptions go, they were not solely based on A and B list entertainers or 20 extra nights. The assumptions they were given broke it into major event nights, minor league sports nights, as well as many different category event nights.

Mayor Scruggs asked about the 20 new events; would they be individual events. She continued asking for clarification on if that 20 individual times that the arena is occupied – given that one event might be three days of occupancy or is it 20 individual events of varying uses of the arena?

Ms. Kessler noted it was 20 additional event days.

Mayor Scruggs asked if that included what Council learned from the event promoters that were interested in working with Mr. Jamison and promoting events. They said that when the arena turns in figures they count the set up day and the take down day as a day of usage. Is that what happened in the Hocking report?

Ms. Kessler stated she does not believe so since the figures include ticket sales.

Mayor Scruggs stated it could be anything from 20 different events using at 20 different times to five events each of them using the facility four times so then that equals 20. So it really isn't known.

Councilmember Martinez noted that losing 43 nights would be hard to replace. He said someone who has experience in this area mentioned that this was a very competitive market and it would

be very hard to compete with the larger markets for events. He explained how the A and B market worked with Glendale being a B market.

Vice Mayor Frate asked Ms. Kessler to clarify the amount of nights discussed. Ms. Kessler explained that without a team present, there would be the potential for an extra 20 events to replace the 43 events that would have been lost had the hockey team stayed. Vice Mayor Frate noted that then 23 dates would be lost out of the 43. Vice Mayor Frate noted that much has been said about Mr. Hocking and his figures that the city provided. He explained since the city was the one that requested the contacts, therefore they would need to provide the Pollack Company with some information. He asked if the Pollack Company has worked with the Hocking firm before and had any problems with their work. Ms. Kessler said she personally had not, however, their company had done several studies where they have relied on Hocking data and felt they provide reasonable numbers they could put their name on. Vice Mayor Frate remarked that the Pollack Company felt very comfortable working with TL Hocking and his projections. Ms. Kessler replied they did do additional research.

Mayor Scruggs commented that she wished she had her numbers here, but couldn't find the piece of paper. But she did have figures from the University of Phoenix Stadium which she thinks is much harder of a facility to book or to program because it's just kind of overwhelming. But she believes their events were somewhere between 120 and 130 last year. And with the football team, there is the Fiesta Bowl and maybe playoffs but non-football event dates were somewhere between 120 and 130, she believed. Mayor Scruggs asked if Pollack factored in the success because she's hearing everybody say it's impossible to fill this up. Did Pollack figure that success rate from that facility in coming up with your averaging?

Ms. Kessler explained the numbers they utilized were mostly looking at events specific to the arena.

Mayor Scruggs commented that it wasn't known why they had all those empty nights; it's unknown how many possibilities they turned away. It was not known if perhaps it's more profitable for a team owner to not have programming in the event because that raises expenses you have to bring people in and so forth and so on. None of that got figured in as to why there were so many empty nights or whether it could be done better. For example Global Spectrum works on a flat fee plus an incentive if they go over a certain number. There is no consideration because that is not your job to figure out if somebody else could do it better. So the city just chose the assumption they wanted to choose. That either the maximum number of nights that would be there 50 nights or the city chose no it could be better – which is what the city has to do – is just make a decision. And like Mr. Birnbaum said, at the end of the 20 years, you figure out whether you chose the best estimate or projection. Just like we had the forecast of how well Camelback Ranch would do. She believes that the Pollack Company did a report on that too.

Councilmember Knaack commented the Pollack study was really done as a test of the gift clause, not the future economic success of the arena or any of the other arenas. Ms. Kessler stated she was correct.

Councilmember Martinez commented on the laughter from the audience when Mayor Scruggs mentioned TL Hocking and Camelback Ranch. He would like everyone to remember they have just gone through the worst recession since the great depression and would like everyone to keep that in mind.

Mayor Scruggs commented that Councilmember Lieberman had made a comment to her earlier and she didn't know how to proceed with this. He is very concerned that the city is not going to get – I'm sorry Ms. Kessler – we might call you up after we get the actual report to look at ourselves. Thank you. We have the commissioner here that may want to speak and certainly everybody will want to hear from him. We have the prospective buyer here, we have lots of folks, but we also have this many members of the public who wish to speak. And Councilmember Lieberman has pointed out that perhaps the public may not be able to stay for what will probably be another two to three hours. She continued that she wanted to proceed in the fairest way possible. And maybe if she just asks those of the public who have put in speaker cards raise your hands if you can stay and listen to this unfold and wait to speak. She commented that some of the potential speakers have either left or are being totally shy because she had a lot of speaker cards. She continued that she had 29 speaker cards. Now some of the speakers are doubles she understands; some of the speakers want to speak on both items. So there are 15 and there are 25 that want to speak so that would leave 10. So based on that and we really appreciate it, but you know this is a huge, huge item so she was glad that the speakers can stay to hear it all the way through and to hear perhaps new information. So Council will just continue on. And at some point we will take a quick break and get the documentation maybe run down to the machines and get a snack or something and just plan on going through to about 2:00 p.m. or 3:00 p.m. She asked if that sounded good to everybody. She explained that she was trying to plan so that the most people are satisfied with the results. Mayor Scruggs called Commissioner Bettman forward to speak.

Gary Bettman, NHL Commissioner, thanked Mayor Scruggs and the members of the Council. He stated they had been at this together for a long time. From the NHL perspective, this is an important day because of the process they had embarked upon and hope to bring to a successful conclusion. He said it was his hope that the team will stay in Glendale for the future. He indicated the most members of the Council for the most part have been very supportive. The manager and city staff have been incredibly supportive throughout this process. He understands this is Mr. Beasley's last day and will say he has been invaluable and incredible throughout an extraordinarily difficult, emotional and tense process. He said that obviously from the comments here there were very strong opinions on both sides of this equation. However, they believe the Coyotes should be here with this deal in place and with new ownership. He believes it was in the best interest of the league to try and keep the franchise where it is in Glendale. They think the future of the arena, Westgate, and the city will be enhanced if the team stays here and they have a stable tenant in addition to whatever events they might choose or be able to attract to the arena. He stated they worked hard to keep the team in Glendale, they want the team here but ultimately it's their decision and that is something they respect. Additionally, there has been a lot of discussion and questions about whether or not they can be helpful moving forward with respect to the arrangement they had with the city for this season. He noted that if they were moving forward together, they will be in a better position to discuss at least deferring some portion of what they are owed for the year. He thanked them for their continued support and for all of the

effort the city has made on behalf of Westgate, the arena and NHL Hockey and hope to have a successful conclusion today.

Councilmember Martinez thanked Mr. Bettman for being here today and for his comments. He agrees that it was very important for the city keep the Coyotes in Glendale. He believes it was important for the future of the city. He thanked him for his support.

Vice Mayor Frate also thanked Mr. Bettman for being here. He said it signifies a lot when the Commissioner of the NHL makes an appearance when they were not required to be here. He noted that Mr. Jamison was also in attendance which shows they care about Glendale and the importance of the deal.
Mayor Scruggs thanked him also. She commented that they go back to what, 2001. A long, long, long time and Mr. Bettman has been very supportive throughout all those years and stepped up when we really got thrust into a very surprising situation. She continued that she had been supportive up until the last year and she wanted to say a few things. She agrees 100% that the Coyotes should be here. She observed that she still hadn't met Coach Tippett, which she thinks he would be right up there as miracle worker or something. He has done just a marvelous job. And the team members are absolutely wonderful; they are helpful in the community and brought so much pleasure and everything. She continued that for her and she had tried to convey this to Mr. Bettman in their telephone conversations – this is not a decision about the Coyotes. This is a decision based on the financial situation of the city of Glendale. And Council has heard a couple of people say "who knew what the economy would do; who knew what would happen" we did not expect this". And there were decisions made a lot the way as the economy started to go down four, five years ago? And Council made decisions, all together, that they wanted to keep the employees working, and wanted to keep everything intact. Council didn't want to change anything and everything was going to get better and it didn't.

Mayor Scruggs stated that here Council was –she would be making her decision based solely on the fact that Glendale is a city of a ¼ million people sitting with a GF balance of less than $2 million. And can she vote to take on a 20 year obligation? And it's just very, very, important that she state that. She continued that she knew that the city was partly in this position because of decisions that the Council made regarding what to do in terms of asking the NHL to "please will you keep the team here for two extra years". She asked if she would ever say that it was a wrong decision to build that arena and to bring the Coyotes Hockey team to Glendale. No, it was a wonderful decision and she wished everything could go on the way that it was. And what was the first year that they played again, 2003, 2004? And it was just wonderful but she had to make a decision- it's not expressing a value or a devaluation of the team but she was looking at the city's finances and saying "can we afford to take on this new debt?" And then she would have to choose whether to take the assumptions of the Pollack Company or what she thinks can happen. She continued that Mr. Bettman had been out here a lot of times, and had been available as much as he could – he had really done a tremendous amount to put action behind his words that he believes the Coyotes should be here and she wanted to say that publicly. Thank you, thank you very, very, very much and she thinks the Coyotes should be here too. She doesn't believe that the city can make that happen.

Mr. Bettman thanked Mayor Scruggs for her kind comments but noted this was not about him. He stated what the Council did originally to approve the arena and the Westgate development was truly visionary. He said the question is now whether Glendale was better off with or without the team and that was the judgment the Council has to make. He remarked his view was if the city had an arena they have to maintain, keep open and service it, therefore, they are better off having an active tenant.

Mayor Scruggs commented that Mr. Bettman said exactly what she said. The city has to make the decision based on the conditions right now and the vision is – it was visionary and 20 years out it appears visionary and as she said they did everything on a present value because the costs are frontloaded. The lack of city finances is right now, they are not 10 years from now. So she has to look at – does she truly believe – she took an Oath of Office – does she truly believe this city besides taxing its other businesses and putting them at an unfair advantage or shoppers at an unfair advantage can the city really afford to make these payments? Last year, she believed it was a good thing to enter into a $25 million second year extension because actually there was going to be a new team owner, the city would never have to pay it and so forth. And now that's contributed significantly. Mr. Bettman asked what's changed. There is a heck of a lot that's changed in the last year. A heck of a lot that's changed. And Mr. Bettman needs to get into our numbers and doesn't want to because he's got great numbers of his own to work with.

Mr. Bettman believes this should not be about just the city's budget but about the future that Glendale has for their children, grandchildren and the people that will move here.

Mayor Scruggs agreed and stated that she had commented on this previously and she believes that vision in 2001 has already paid extensive dividends. In 2001 the city had absolutely no idea that there would be something called University of Phoenix Stadium just across the parking lot. But there is, and there are over a million people a year that come just to events there. Now the city has this Tanger Outlet Mall coming in and they were attracted because of Westgate. So now there are another 5 to 6 million people. Mayor Scruggs commented that her vision, and not speaking for anybody else, but her vision was to create an economic center at a particular location because it's right along the freeway. And many years ago in the 1980's before anyone was here decisions were made to put houses along the freeway where it goes to Glendale in the north. The city needed commercial activity and it has brought commercial activity; Cabelas' across the street wanted to be there. So yes the vision is playing out. So now it gets down to how to use a building the city owns. She continued that she believes it can continue to be used productively even without a team there, without the city having to pay somebody to call that home. That is where the decision is. But yes the vision is still there and she believes the vision played out very, very well over the years. It's very sad that somebody else's vision didn't pan out and they chose to put their problems on the city of Glendale. That was the part of the vision that didn't work so well. She continued that the commissioner was correct, it was a vision; the vision has done well in 11 years. That is why when anyone asks her, and the media asks all the time, didn't you make a bad decision when you build that arena? No. It was a great vision; the city just has to deal with the situation financially that is occurring right now versus telling folks it will be great 10 years from now. She thanked the commissioner. She believed that the two of them were saying the same thing. And she and her colleagues were all saying the same thing.

Everyone is here because they want what is best for the city of Glendale. Everyone sees how to get there by taking different paths.

Councilmember Clark welcomed Mr. Bettman back to Glendale and thanked him for being here today. She stated that in 2002, they didn't envision a multipurpose arena; they were welcoming a hockey arena. She noted that it belies the notion that they were building a multipurpose arena. They specifically had a vision for a hockey arena as an anchor for Westgate as did Mr. Moyes. She said that was the bottom line in all this. She thanked Mr. Bettman for hanging in there with Glendale for the past several years and for giving them the opportunity to wade through a lot of bad deals to finally get to a good deal for Glendale. She thanked everyone from the NHL as well as Mr. Jamison for taking the time to come and express their support of the deal and of their original vision.

Mayor Scruggs stated that she would continue to disagree with her colleagues and for the media if you want to sort it out – go back to 2001. The city management and the city's public relations department made a big deal of the fact that this was going to be a multipurpose arena because you know what; it wasn't very popular for cities to build sports facilities. We just heard Mr. Birnbaum talk about how he had to defend what's now Chase Field. It was very unpopular to build sports facilities. The city was building a multipurpose arena and it can be found in the original press releases from the city of Glendale that say exactly that and the city touted the fact and all these other wonderful things were going to be going on and it was a place for the community and so forth. This isn't your issue but it's very important to our citizens because many of them have a lot of doubts. So there are newspaper articles, after newspaper article, and there are the original city press releases that say the city built a multipurpose arena. We know there will be 41 dates used by a hockey team but that was not the purpose to bring over a sports team. So the city will continue to have disagreements on that but she believes the facts lay in the archives.

Councilmember Lieberman thanked Mr. Bettman for attending today and said it was a pleasure having him in their company. He said he agreed with Mayor Scruggs that the arena was built to be a multipurpose arena that included the hockey team.

Greg Jamison, potential owner of the Coyotes, stated he was happy to be here today to speak on behalf of the deal. He said he believes in the deal as well as in the city of Glendale. He has been impressed with the city of Glendale this last year as he has researched the deal and all that has gone on. He was impressed with the city's commitment to protect their investment that had been done in the past. The Coyotes and the Glendale situation have had an interesting history with it having its ups and downs. However, at the moment, they were talking about the future and he believes that the city of Glendale will continue to enhance the quality of life for the citizens of Glendale. He thanked them for their commitment to sports in the area and believes it has been a very positive thing for the city. Additionally, he believes in the NHL which in turn believes and has had a commitment to the city of Glendale. He restated he believes in the NHL and the NHL teams which are made up of 31 wonderful franchises all in different markets. He explained that in his professional sports career he has had the opportunity to interact and deal with four cities. In that, he has learned that when the sports team builds a tremendous partnership with the city, they become successful. He stated they need to work together for the success of the team.

Additionally, they believe in giving back to the community when possible; other teams do not and all they do was take. He explained that was how they work and what they have done with the cities they work with. The final step for everyone was to continue to build a good organization, and to begin to build an arena and a team, to continue to build on the foundation previously started. He believes that by working together this can come together in a very positive way for all involved. He thanked them for their time and looks forward to the future.

Councilmember Clark stated she will save most of her remarks for later, however would like to thank Mr. Jamison for attending and supporting the deal. She thanked him for his passion and commitment.

Vice Mayor Frate stated Mr. Jamison was the first owner that has shown passion for the community and believes he will be involved and give back to the community.

Councilmember Martinez thanked Mr. Jamison for attending today. He indicated that it was clear from the start that he was the right person for the job when doing his research. He said he certainly has the passion, experience and the drive to make this deal work for the future of the city.

Councilmember Knaack stated the first time she met Mr. Jamison; she had a good feeling about him and still does. She noted if this was a perfect world, they would not have had to experience bankruptcy with the team or try and find an owner for the last three years. She thanked him for his diligence in wanting to do this and for his commitment to this deal. She believes him to be sincere and believes he has the passion to see this through.

Mayor Scruggs expressed her thanks. She remarked that she hadn't spent as much time with Mr. Jamison as the others had but she thinks she was on record in various newspaper articles from last year, saying this sounded like the best opportunity the city ever, ever had. And his background is what leads her to believe that and his success in the past. And as she said to Commissioner Bettman, she wants to say exactly the same thing to him. She continued that her position really has nothing – it's not Mr. Jamison but has to do with the financial situation of the city of Glendale. The fact is that she really cannot support putting a 32% sales tax increase through so that the Council can keep hockey here. She remarked that Mr. Jamison had really conducted himself in an admirable way and she hopes you get all your investors together so that you can move forward with what her colleagues were going to vote for. Mayor Scruggs commented that she had some questions. She asked about a gentleman by the name of Chris Collins, who with Mr. Jamison, owns an organization called Jamison Entertainment Group. She continued asking what does Jamison Entertainment Group do.

Mr. Jamison explained that the Jamison Entertainment Group just came together in 2011. He noted the company hasn't really done anything yet since his focus has been on the Coyote deal. However, the purpose was for them to have a company set up that was prepared to handle other sports entertainment projects.

Mayor Scruggs thanked him for the information. She then asked if he had in his previous ventures ever been involved in arranging non-hockey programming regarding this type of facility. Mr. Jamison replied yes.

Mayor Scruggs asked Mr. Jamison to explain more about his experiences with that?

Mr. Jamison explained that as owner of a team and its arena, they are responsible for all operations related to the arena as he has done with his other ventures in other arena. He stated he had a staff of people that worked very hard to fill the arena. However, it goes without saying, it was not an easy business.

Mayor Scruggs commented that there had been a lot of discussion here today up to this point about assumptions as to what the arena – now Jobing.com Arena could be used for. She asked what Mr. Jamison saw it being used for and what can his group bring to the city of Glendale in terms of number of dates.

Mr. Jamison explained it may be presumptuous in some ways as to how many dates you can or can't bring. He mentioned the recession that has had a big impact on events being held in all arenas and their availability. He noted their efforts will be to work together and look at the different content that is available and what is going on in other arenas and what is coming to Arizona in order to get acts to come to the arena.

Mayor Scruggs commented on the folks that have been working on trying to program Jobing.com Arena and their intense commitment, they scour the bushes and so forth. She hadn't had a conversation in the last six months but previous to that what they had told her and she believes the other Councilmembers was, don't count on those entertainers because number one, they go out too much, people see them too much, they are not that interested in seeing them again. Most people can't fill – even our 18,000, 19,000 seat arena is very, very hard to get someone that can fill it - that the future is really in other types of programming. Maybe youth sports, an amateur thing like that skate boarding competition comes to Jobing.com. She commented that she would use that as an example of something that's going to grow and bring a lot of people in. And things other than these acts the Council keeps hearing about. She asked if Mr. Jamison also sees that as where you would be looking for viable programming of Jobing.com. Mr. Jamison replied that absolutely they would since they would be looking in every bucket available.

Mayor Scruggs commented that she wanted to ask him, and to get away from the acts thing, if he sees this type of use of the arena as something viable. She was thinking that as the team owner and the arena manager, Mr. Jamison would not want anything there that doesn't make money for the arena but she may be wrong. And this is where she thought they have differing interests. Okay, out here in Arizona nobody has a big enough auditorium for their graduations and it's too hot to have them outside so it's a tradition that high schools look for large facilities to have their graduations. A lot of them go to the University of Phoenix Stadium but they are always looking for something. So out here on graduation night, there might be three high schools and they are running their classes through saying "you have 2:00 o'clock, you have 5:00 o'clock, and you have 8:00 o'clock" whatever. Now she doesn't know if that brings a lot of money for the arena

but for the city of Glendale, you have graduating classes and then the students no longer have limits on how many tickets. So all the family members and some coming from out of town – this is big for the city of Glendale because then they go out eat in Westgate or in one of the surroundings restaurants. The out of town people stay in the hotels and so forth. But she didn't know if that was good for the arena manager? She asked Mr. Jamison how he sees those types of events in the future.

Mr. Jamison stated all successful arenas have city events that belong in the community. He was aware of high school graduations using these facilities; however, he would like to also add that middle school graduations were also a big part of this equation where he came from. He explained that if the dates work and they can balance off the dates, they were very open to doing those community school events. He added there was nothing unusual about these requests.

Mayor Scruggs commented that she read that Mr. Jamison was also purchasing a Junior Hockey Team at this time and asked him to tell the Council about that and if there is a relationship between the two or how he would manage the two.

Mr. Jamison explained this was a third tier junior hockey league they had looked at but have not made the final decision as of yet. This program is where the kids pay to be on the team.

Mayor Scruggs asked if Mr. Jamison and a group of investors pay to purchase the team. Mr. Jamison replied they pay to have the franchise.

Mayor Scruggs continued that the Arizona Republic article that she referred to said that neither city officials nor Jamison has provided break downs on how the $10 to $20 million arena management fee will be spent. She asked Mr. Jamison to tell the Council.

Mr. Jamison stated they will work in conjunction with the city as to how the management fee will be used to run the arena. He said it was all part of managing and being the manager of the arena.

Mayor Scruggs asked if he would say that the entire arena management fee will go toward managing the arena or will there be expected amount that will go to pay the team's expenses.

Mr. Jamison stated the arena manager has the utilization of those funds for managing the arena. In this case, the investors and the Phoenix Coyotes will manage the arena and take all the ups and downs that go with that.

Mayor Scruggs asked if Mr. Jamison was at liberty to comment on who his investors were.

Mr. Jamison replied no.

Mayor Scruggs thanked Mr. Jamison for answering her questions and wished him good luck.

Mr. Jamison stated he wanted to publicly thank Mr. Beasley, Mr. Skeete, Mr. Lynch and all the others that he dealt with over this year. They have all been very helpful and have a great

commitment to the city. He appreciated all their help and they have been a great team to work with. He has also enjoyed his interactions with the Council which have been very positive interactions as well.

Mayor Scruggs stated that she did have one other question. She thinks Commissioner Bettman referred to this – that Mr. Jamison – the deal of purchasing the team has not happened yet but he was working toward it and knowing that he has this arena management lease agreement will help facilitate the closing of the deal. She asked if Mr. Jamison had any idea as to when this will occur, when he will actually buy the team.

Mr. Jamison explained he had to work in conjunction with the Commissioner of the NHL.

Mayor Scruggs stated we have no answer.

Mr. Jamison explained the process the deal had to go through and that could happen in the next three or couple of weeks.

Mayor Scruggs asked if Mr. Jamison had any idea if the deal happens to be extended for whatever reason, for two or three weeks and if it becomes two to three months, what would happen then, would the city just float along.

Mayor Scruggs commented that the commissioner looked like he was dying to get up here and say something.

Mr. Bettman stated they hope to complete the deal in the next few weeks. However, the inability to complete the transaction for whatever reason will put them in an uncertain position. They have spent all of their efforts on working to preserve the future of the Coyotes in Glendale and have not pursued any other alternatives. They believed that by doing that it would have undermined their efforts. He hoped this all gets done quickly.

Mayor Scruggs commented that she guessed that she was asking more of a financial question and that was – there are still bills to be paid, there is still the staff that is working out there and the electricity and so forth and so on. So who is paying that money?

Mr. Bettman stated it would be the owner of the club which is the NHL.

Mayor Scruggs stated that the agreement extension ran out. There wasn't an automatic renewal so she was asking very specifically.

Mr. Bettman replied he was painfully aware of those facts and was part of the reason they want to get this deal completed as soon as possible.

Mayor Scruggs thanked him for being gracious enough to come back and answer more questions. She appreciated it.

Mr. Bettman replied he was more than happy to answer any questions.

Recess at 12:55.

Reconvene at 1:30 p.m.

Karen Mahon, a Barrel resident, thanked the Council for the wonderful work they have done. She thanked them for covering the $35 million spending gap with layoffs, taxes, tax hikes and service cuts. She also wanted to tell them how much the citizens of Glendale and all future Mayors and Councilmember appreciate knowing that if the Coyotes go to the Stanley Cup Finals every year for 20 years, and they get 30 sold out events at the arena every year for 20 years, Glendale will lose only $9 million dollars a year on top of the $12.6 million owed in arena debt. She said it was very comforting to know that, poor Mr. Jamison will be so well taken care of that he will get to keep all the money left over after expenses to help pay for the hockey team. What a wonderful gift. She would like to also let them know, the taxpayers of Glendale are so pleased to be able to help with the $24 million in capital improvements to the arena when the city cannot even afford its own capital improvements. The citizens are being asked to chip in an extra .61 cent increase on their property tax and asked to pay the highest city sales tax in the valley and the county. She said that after listening to what Mr. Bettman had to say, it was obvious they are being asked to sign a contract with someone that does not own the team and they can't buy this team without this money.

Jerry Weiers, a Yucca resident, stated he believes this deal is being rushed and they are not giving anyone the adequate time to review and comment on it. He said they had less than a week to review the largest special interest subsidy proposal in the history of this state. He believes this was the wrong thing to do and gave the citizens no voice and makes them think their government does not care what they think. He said they were saddling the city with debt payments for the next 20 years long after they have left public office. He noted most were fans of the Coyotes but questioned at what cost they want to keep them here. He said the city had not looked at enough alternatives and was simply rushing the deal with no input from the citizens who pay the taxes. He strongly urges the Council to delay this vote so they can study it in its entirety and to allow the city to be part of the decision. He noted that if they get this wrong, it cannot be undone and would cripple the city's finances for the next two decades.

Ken Jones, an Ocotillo resident, submitted a card to speak, but was not present when called.

Janice Reed, a Sahuaro resident, submitted a card to speak, but was not present when called.

Diane Douglas, a Sahuaro resident, stated she was a Peoria governing board member and, like them, an elected official. The reason for disclosing this is to make them aware of her knowledge, experience and training in official matters. She questioned the use of open meeting laws and Executive Session regarding this issue. Since January, the Council has scheduled 18 Executive Sessions to discuss the arena and the hockey team including two meetings since the public release of the draft information on Monday. She believes Executive Session should be used as the exception not the rule of how elected officials chose to conduct the people's business. She said after approximately two hours of public meetings yesterday they are rushing to a vote today. She questioned Mr. Birnbaum's opinion regarding the gift clause and his comparison to the

Tucson Medical Facility case. She cited the problems with comparing that case to the arena management fee agreement. She noted the arena will be run in the NHL's best interest not the community. She questioned how the Council can bind future Councils and taxpayers into a 20 year agreement when other government entities cannot legally do so. She questions how they can contemplate this give-away when they have to raise their taxes and still can't truly balance the city's budget. Finally, she questioned putting the needs of a special interest group ahead of the citizens by conducting this vote in a special meeting that was convened at 10:30 a.m. on a Friday morning instead of a regularly scheduled meeting.

Mack Greer, a Barrel resident, submitted a card to speak, but was not present when called.

Bill Denski, a Sahuaro resident, submitted a card to speak, but was not present when called.

Walt Opaska, a Cholla resident, stated this agreement was just a bad deal for Glendale. He said that according to a recent analysis conducted by the Arizona Republic, Glendale will lose at least $21 million a year for the next 20 years on this agreement assuming a best case scenario. He said the city should reject this current proposal since under this agreement the new owners will receive a huge management fee and most of the naming rights. Glendale on the other hand will receive the mortgage and the arena management bills. Any agreements the city makes regarding Jobing.com arena should be a fair division of revenue and cost between the owner and the city. He remarked that under this proposal the city agrees to pay the potential owners up to $20 million a year in arena management fees. The new owner can take the twenty million dollars outsource the arena management at a fraction of the cost and stick the rest of it in their pockets. He explained the city should have received competitive bids for the arena to see what the real cost is since all the numbers talked about today were assumptions. He encouraged the Council to reject this deal and renegotiate a new deal that will benefit the city and not just a special interest.

Arthur Thruston, a Cactus resident, stated that at the last city Council meeting he spoke with passion about this terrible deal. He cited the many articles about the lousy deal that no one but a fool would agree to. He said this was published in the Wall Street Journal and the Arizona Republic. However, after his battle against this agreement, he concedes to the four members of the Council who will pass this agreement. Therefore, he was now on their side and will do anything he can to help but would still like some answers. He questioned the Pollack numbers since they were received by the city and complied by TL Hocking. He believes those numbers were wrong and encouraged them to take the time to get the right numbers. He acknowledges that Mr. Jamison was a good looking professional business man; however, he cannot come forth with any financial statements or with the names of his investors. He remarked that just because Mr. Beasley was retiring today, the deal does not have to be done today.

Jamie Aldama, a Yucca resident, submitted a card to speak, but was not present when called.

Tony Maccarone, a Cactus resident, submitted a card to speak, but was not present when called.

Linda Hamilton, a Cactus resident, thanked Mr. Beasley for his service and wished him luck in his retirement. She noted she was very concerned with this controversy and was here to see if a peaceful resolution can be made in this matter. She strongly believes that both sides in this

controversy can get their needs met. The citizens of Glendale are upset at the city's mounting debt, city layoffs and services being cut. She said businesses are fleeing Glendale because of the high tax rates being proposed this at a time when people did not have jobs and were losing their homes. She questioned the city approving a deal that will burden the city for decades. She asked if this was what they envisioned for their grandchildren. She believes that was not their intent as elected representatives. She said this agreement was not a beneficial deal for the tax-payers or for the citizens of Glendale. She questioned the vote today since there was so much controversy and not waiting until all sides can be given a truly fair hearing on all the issues that have been brought up. She stated this was a sweetheart deal for someone but not the taxpayers. She noted the honorable and decent thing to do was to put this out to bid to see what benefits the city most. She does not want to see a recall and spend more money on legal fees but use that money for city amenities and services Glendale residents.

Leon Kenman, a Sahuaro resident, questioned if Executive Sessions were legal and even if they are, why would the Council have secret meetings. He disagrees with the city's proposed tax hike and believes it is improper. He believes there has not been enough preparation openly for the citizens to take part in. The people of Glendale were pretty much against and had voted 4 to 1 against this in an online vote. He noted that the Phoenix Coyotes should be paid for by Phoenix and does not know why the city has gotten involved in this matter. He asked Vice Mayor Frate as his representative to vote no on this deal.

Carrie Ann Sitren, Goldwater Institute, stated that at this meeting they are being asked to vote, however, they were all still in the dark. She remarked on the many contracts the Goldwater Institute and citizens still did not have in order to review. She explained that many Councilmembers still did not have the Pollack report to review and are questioning where they come from and what they are based on. She stated the Goldwater Institute was in court today trying to stop the vote today, however, the judge decided the Council can go ahead and vote today. However, the judge also said the city of Glendale is in contempt of court, should be sanctioned and has violated court orders and was in violation of public records and open meeting laws. The judge said that if the Council passes this agreement today, they will strike it down. She noted that if the Council passes this agreement today, the Institute will bring this before the judge again because it was time for the people to know what was in this contract and what they are voting on. She referred to a letter sent by Darcy Olsen asking a few questions about this deal and hopes they receive an answer. She asked the Council to delay the vote today and provide everyone with the time to assess the situation fully.

Rosilyn Miller, an Ocotillo resident, stated she was a Coyote ticket season holder. She stated she was able to watch most of the morning proceedings on television and was able to follow the hearings closely. She said it was important for her to come down and express her appreciation to Mr. Birnbaum and his explanation this morning and believes it was very well done. She believes the hockey team was a positive thing for Glendale as far as she was concerned. She explained the hockey team and the whole Westgate area is attracting new people to Glendale. She commented on the bad economy and believes the cycle will soon turn in everyone's favor. She asked the Council to not start being foolish and short sighted when they were so close to a deal that was a benefit to Glendale that they all had worked so hard to accomplish. She believes in Mr. Jamison and thinks he was a qualified candidate for the ownership and the management of

the arena. She stated the residents of Glendale were proud of all the Council has accomplished including Westgate, and Arrowhead areas. She commented on the many people who have come from all over the valley and county just to see the Coyotes play. She congratulated the Council for their consideration on keeping the team in Glendale.

Ken Jones, an Ocotillo resident, returned and was allowed to speak. He stated there were conflicting accounts on whether this lease was legal, however, only one firm was being paid by the city. He said four Councilmembers want to spend and spend and spend however do not understand that the city has no more money to spend or any more city service to cut. He explained the city does not have the $310 million they are promising for the deal. He believes Mr. Jamison was foolish to believe he will get all this from Glendale. He believes that raising their sales tax will never happen since the referendum will stop that in its tracks either this year or next year. He implored the four Councilmembers considering this, to not vote for anything that hurts the people this much or for anything this stupid.

Darrold Larson, a Cave Creek resident, stated he was a season ticket holder for the Coyotes for the last 10 years. He believes this was a good deal since there were no bonds involved in this deal and believes that Mr. Jamison will be successful as he has been in other markets. He asked the Council to continue to support this deal because if they don't, it will be a big mistake.

Francine Romesburg, a Barrel resident, stated she was against keeping the Coyotes in Glendale as many others were also. She questioned the urgency of the vote today and asked if it was because Mr. Beasley was leaving today. She disagreed with all the meetings that had occurred behind closed doors. She expressed her concern with the city willingness to spend money when they were broke. She asked when the citizens of Glendale will take precedence over having a hockey team. She stated it did not make any sense for the city to be raising taxes when the citizens were having trouble putting food on the table simply to keep the team in Glendale.

Rick Meyers, a Yucca resident, stated he moved to Glendale 25 years ago when there was nothing but cotton fields. He was here today as a long time resident to congratulate the Council because they have succeeded in bringing life to a community that was almost non-existent. He mentioned the many success stories such as Westgate and the University of Phoenix Stadium. He said that someone earlier had requested sunshine but believes there was sunshine and it was shining brightly today. He explained this came from some members of this Council who had decided to look forward and make hard decisions even when they seem to be unpopular. He noted that honorable people doing honorable things brings honor to a community. He said he had a seven year old grandson that wants to be a future Phoenix Coyotes player. He believes it was time to continue and look to the future and lay aside the negativity of certain groups in their community. He thanked Mr. Bettman, Mr. Jamison and Councilmember Clark for representing those that rarely speak at Council meetings. He truly believes that good things were ahead for the city and encouraged them to vote yes on this proposal.

Mary Ann Wilson, a Cactus resident, stated her disapproval of this deal since what she has heard so far was that this deal was a gamble. She believes this will have a very negative impact on business and Glendale families for years to come. She stated this deal will future hurt the

schools that have already had to cut subsidies. She hopes the Council thinks twice about moving forward with this deal that can hurt future generations.

Mayor Scruggs stated that the rest of the speakers were for item number two, so that concludes this portion.

Vice Mayor Frate inquired why they were listed as two items since it was an ordinance and a resolution.

Councilmember Clark believed they had to vote on each one separately. Vice Mayor Frate questioned discussing a resolution. Councilmember Clark noted that was how they were listed in their books.

Mayor Scruggs commented that the attorney should be asked what he thinks.

Vice Mayor Frate asked if they were talking about the same item or something different.

Mr. Craig Tindall, City Attorney, noted there was not a separate presentation on these two items. However, the Council is required to have two votes.

Mayor Scruggs asked what his legal advice regarding these residents here who thought they were going to come up and speak on number two?

Mr. Tindall stated they should be heard for item two.

Mayor Scruggs commented that since this is a very sensitive subject and those people who have very, very strong feelings and because there are some concerns about whether there has been openness and transparency – why don't we go ahead and once all the Council finish talking, there will be the reading of the ordinance and the vote and then the reading of the resolution and then she will open it up for public comment again? Does that sound alright? Mr. Tindall replied yes.

Councilmember Lieberman commented on TL Hocking's figures and his findings that it would never lose money. However, it has cost the city another $82 million since those findings. He stated it did not make any difference if Mr. Hocking was wrong or if it was the economy because regardless of anything it did not work.

Councilmember Lieberman made a motion to table this for two weeks on the grounds that Mr. Jamison said he might not have a deal for two to three weeks and Mr. Bettman said he was in a difficult uncertain position in regard to the sale of the team. He said considering those considerations, he would like to table this for two weeks.

Mayor Scruggs asked if it was appropriate to make such a motion at this time. Mr. Tindall replied yes.

Mayor Scruggs seconded the motion. She asked if anybody wished to comment on the motion. She continued that there was a motion then to table this item for two weeks. She continued that before she takes the vote, she would like to ask a couple of questions of the attorney, would that be permissible? Mr. Tindall replied yes.

Mayor Scruggs commented that a number of people have commented that information was not made available readily enough. The document upon which the Council was supposed to make a decision was just provided. She has been able to review part of it, but not all of it, and so that was not available to the public. But as she understood it when she got to her seat tonight she had this note that the attorney's office delivered new documents. That would be the resolution and the ordinance and section three was added to – don't know if it was one or both. So wrapping this up, taking Ms. Sitren's comments that this is going to be overturned - that if we vote today this will be overturned by the judge that heard the case today. And she would like to give Mr. Tindall an opportunity to address that – number one. Number two the problem that took the city to court in the first place was not making documents available in enough time – that's the statement by people who are concerned about this. So now Council heard that the public still doesn't have two schedules, an ordinance and a resolution that have been changed and a report that is supposed to be the basis of the decisions that just now is given to Council at her request during the lunch hour. No exhibit C, no exhibit G – the City is in contempt of court and if passed today, the judge will strike it down. And if the city were in contempt of court and didn't have the documents in the first place and now has new ones – how does this all fit together to where we are in compliance with the court orders?

Mr. Tindall stated the courts required them to disclose documents in a manner the court has interpreted. He believes the city has complied with the situation regarding the open meeting law. The city has provided the documents the Council was to consider. He stated the documents have been out there as soon as they were in a form that was appropriate to go to Council. He explained other documents will continue to be reviewed and made available promptly. However, some documents were subject to privilege and they have to be analyzed to make sure that the documents that need to be disclosed are disclosed. With respect to the comments made about the hearing this morning, they are incorrect. He explained that at the hearing this morning, the judge asked the Goldwater Institute to present their case first and they presented a lot of facts some of which were found to be quite inaccurate. The city next presented its case and Mr. Birnbaum explained the law to the judge and asked the judge if he should present the facts. The judge stated that was not necessary and decided it simply on the law. The judge made comments with respect to facts only presented by one side that had not been addressed by the city. He noted the judge only decided facts in respect to this hearing of whether an injunction would take place and any comments beyond that had nothing to do with her decision. He added he did not recall the judge ever saying that she would overturn any decision made by this Council today. He reiterated they were in compliance with both the court order and the public records law. They will continue to work through those issues and make documents available at the earliest possible moment.

Mayor Scruggs said lets go back a bit, she referred to comments by Mr. Tindall where he said that the documents were all made available to the Council on Monday – as soon as they were ready but the court order was to make them available to the public. She asked if her

understanding was correct that not having this schedule G and this schedule C – not having those is immaterial. It does not make any difference that the public does not have these. The city is still in conformance with the court order without those being made publicly available to the public within the time allowed. Is that your position?

Mr. Tindall stated the documents were made available to the public and were posted online and they also issued a press release in accordance with the order. The exhibits she was referring to have not been prepared, however, they do not change the deal, transaction or the financial aspects of the transaction. He said this agreement was coming before Council in a substantial final draft which means they will not make substantial changes or change this transaction. However, there will be adjustments to clean up the agreement document before it gets signed.

Mayor Scruggs asked if that is in conformance to have certain exhibits that are determined to be immaterial to the deal, not available for public review. And your legal opinion to us as your clients is that that is in conformance with the court order.

Mr. Tindall noted that if they want legal advice, they can convene to Executive Session and he can give legal advice. However, with respect to this deal, it is conforming to the court's order. He noted that if the documents do not exist obviously they cannot disclose them. He explained it was not unusual for documents to come in later right before they are signed.

Mayor Scruggs asked if Mr. Tindall could tell Council and tell everybody what was changed in the ordinance and the resolution in case people read the original ones off the website that you referred to. What is different now?

Mr. Tindall stated the addition that was made yesterday was to Section 3 which discusses the public benefit and public purpose that these agreements have and that paragraph is essentially the same.

Mayor Scruggs stated that she would ask one more time, Are the comments made by Ms. Sitren that the city of Glendale is in contempt of court, should be sanctioned, not in compliance and if we pass the vote today she will strike it down are inaccurate. Those comments were not made. Is that what you are saying?

Mr. Tindall stated that was not what he said. He explained the judge did say those things without hearing the basis that would be necessary to make those comments that would merit consideration since the city did not have a chance to address that and present their point of facts.

Mayor Scruggs asked why the judge would not hear the city's side. Mr. Tindall was there, why would she not hear the city of Glendale side?

Mr. Tindall explained that the Goldwater Institute made their argument and presented facts. Mr. Birnbaum read the law to the court that said the court did not have jurisdiction on this matter. The court did not ask for anymore discussion of the facts because it was clear on the law that the court could not do what she was being asked to do. Therefore they never went back and

revisited the facts since it was not necessary at that point in time, but yet the judge still made those comments.

Mayor Scruggs stated that this goes forward with an emergency clause which – the definition of emergency here is very different from that of our city charter. She said she would call for a vote on the motion to delay this for two weeks. And based on the questionable – well she still had a lot of questions. The judge said she was going to overturn it that sounds pretty serious. She would support the motion to delay consideration. So all those in favor please vote, aye, the motion failed. Ms. Hanna would you please read the ordinance by number and title. No, please read it in its' entirety.

Ordinance No. 2804 New Series was read in full "AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF THE LEASEHOLD INTEREST WITHIN THE ARENA LEASE AND MANAGEMENT AGREEMENT WITH ARIZONA HOCKEY ARENA PARTNERS, LLC AND ARIZONA HOCKEY PARTNERS, LLC; AND DECLARING AN EMERGENCY.

BE IT ORDAINED 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 to grant a leasehold interest within the Arena Lease and Management Agreement with Arizona Hockey Arena Partners, LLC and Arizona Hockey Partners, LLC. The agreement, in substantial final form, is now on file in the office of the City Clerk of the City of Glendale to the Exclusive Team Space, which is defined in § 1.1 of the Arena Lease and Management Agreement as "the portions of the Arena Facility designed and constructed for the exclusive use by the Team Owner, including the team locker room (the space in the Arena Facility designed and constructed for the exclusive use by the Team Owner as a home team locker room, including dressing, locker, shower, lounge, training, exercise and video coaching areas), the Team Owner's office, the Team's storage areas, and the Team Retail Stores."

SECTION 2. That the City Manager and the City Clerk are hereby authorized and directed to execute and deliver said agreement and any ancillary documents or agreements and to do all such acts required to implement the purpose and intent of the leasehold interest therein on behalf of the City of Glendale, and to approve the substantial final form of the leasehold interest consistent with the forms now on file and the understanding of the parties, such approval to be evidenced by execution of such documents by the City Manager and the City Clerk.

SECTION 3. That the City and its residents will benefit from the management, use, and lease of the Arena under Arena Lease and Management Agreement, including the leasehold interest, by assuring a substantial, regular, and continuing utilization of the Arena, providing additional employment opportunities within the City, increasing the City's tax base, and stimulating additional development on properties in the vicinity of the Arena Facility; and, therefore, this Council finds that the Arena Lease and Management Agreement provides a substantial public benefit.

SECTION 4. That, upon execution of the agreement, the City Clerk is hereby directed to forward a memorandum of agreement for recording to the Maricopa County Recorder's Office.

SECTION 5. Neither the members of the City Council of the City of Glendale nor any officer, employee or agent of the City shall be subject to any personal liability or accountability by reason of the execution of the agreement.

SECTION 6. Notice of A.R.S. § 38-511 is hereby given.

SECTION 7. Emergency Clause.

Whereas, the approval of the agreement will benefit the City of Glendale and its residents by protecting current public and private investment, encouraging incremental investment, and continuing to enhance the positive image of Glendale to residents and tourists.

Now, therefore, it is hereby determined by the Council of the City of Glendale that the immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health, and safety of the City of Glendale, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor and Council of the City of Glendale."

Mayor Scruggs asked for any Council comments.

Councilmember Clark stated that a Glendale Republic piece dated June 6, 2012 stated that the onus is on council members who support this arena agreement to convince us why this particular deal is best for Glendale. She said that was exactly what she proposes to do now. She stated she was not going to review the tangible deal points of this agreement or the numbers related to keeping the Coyotes or letting them go. She said they speak for themselves and they do make the case to keep the Coyotes in Glendale. She would rather look at the intangibles, the things that could not go into the Pollack report. Therefore, she would like them to look at when a city loses an NHL team. According to Jim Sargent, Executive Assistant to the Hartford Connecticut City Council President, Hartford is a community of 124,775 people which is half the size of Glendale and the third largest city in the state of Connecticut. In 1997, the Hartford Whalers, their NHL team left. Mr. Sargent said it was devastating to downtown Hartford. They acquired a minor league hockey team as a replacement. However, it did not draw nearly the same number of fans. There was a civic center mall attached to and dependent upon their arena which shut down completely within a few years. The businesses could not survive without the major league hockey team and the influx of traffic it brought to the area on a guaranteed and regular basis. She said the ever popular McDonald's closed its doors and complexes dried up as the restaurants and hotels in the area died. The surrounding property values declined and the sales tax and property tax generated by that area declined substantially. They learned the hard way that their current replacement arena activity was no substitute for a professional sports team. In fact, Hartford once again is planning to update the arena and acquire an NHL team for their city. She noted there was a lesson to be learned there.

Councilmember Clark stated that according to a study conducted by ESI Corporation in 2008 and figures the Mayor and Council found reasonable to use as part of a December 2010 Council

discussion of the previously failed Hulsizer lease agreement, the annual regional economic impact of the Coyotes and Jobing.com arena is substantial with 750 jobs in Maricopa County and approximately $20 million in wages. There have been $4.5 billion in indirect business taxes for Glendale, Maricopa County and the state. She explained that the loss of the Coyotes as an anchor tenant would result in the loss of 40 major event nights per year at the arena. The Pollack study as was discussed yesterday and today, states that it is highly unlikely that the arena would be able to generate the same number and quality of replacement events. There are those who say let the Coyotes go and they will hire their own management company and I bet they can fill that arena with 100 events a year. According to an audit of the University of Phoenix Stadium, the reported number of events hosted and the non-foot event attendance has declined each year since it opened in FY 2007. The audit predicted additional declines in FY 2011 and beyond. Their goal was down to 100 events a year and they have hired a second management company to help them reach that goal. She noted that a few weeks ago Mayor Scruggs and Councilmember Lieberman met with a start-up event management group which has been in existence for two or three months. She stated that group requested $7.5 million to promote just 25 events in the arena. Therefore, the Jamison deal for the proposed $17 million for 40 guaranteed nights of hockey plus additional events is not so unrealistic.

Councilmember Clark commented on the Hulsizer deal which she voted against and Mayor Scruggs voted for. She stated the Mayor championed that deal stated that the hockey league game attendance was 609,907 in 2009. She would like to share a few comments the Mayor said at that 2010 meeting. The Mayor explained that those fans spend money all around the Westgate area. The Mayor specifically asked if the figure of $8 million to $13 million dollars was the estimated amount generated by the 40 games the Coyotes played. Mr. Art Lynch, their Finance Director at the time, replied yes. The Mayor went on to say she was disappointed but not surprised that actual facts presented repeatedly have been ignored and misinformation continues to spread. Councilmember Clark said the Mayor went on to explain the reasonable thing to do is to allow for success. However, 18 months later those sentiments remain true and the most reasonable thing to do now is to allow for success.

Councilmember Clark explained that in an early time in history Arrowhead was a failed dream. She explained the history of Arrowhead and how the Mayor at that time had a vision and followed through even though the first attempt failed. She said the city poured millions of dollars and much effort into that project making it a success and making the vision come true. She stated Glendale was on the verge of recovery and predicts that four to five years from now Glendale will be booming again. She said Glendale will bounce back by keeping the vision for the Westgate area alive with the Coyotes as an anchor tenant. Glendale will continue to grow and to thrive by attracting more new Westgate arena developments. She commented on the new businesses coming to the area because they see the future with Westgate. She believes they have an opportunity to build a relationship between the city and the Jamison Group that will benefit them both and looks forward to that opportunity. She believes the Jamison Group is a good fit for their arena. Mr. Jamison has proven experience in this field and has demonstrated what he can do in San Jose and believes he can and will bring success to Glendale. She explained part of the agreement was that in 5 years the Jamison Group has the option of buying the arena and with that the city will be released from paying any more bond debt for the arena or an annual management fee. She does not know if that will happen but that option was available. She will

be voting for this Coyotes deal since it was part of Glendale's vision for the west area of town and good for Glendale.

Councilmember Martinez stated Councilmember Clark did an excellent job of stating his position and he wholeheartedly agreed with her comments. He commented on the Pollack analysis that concludes the city will be better off with the Coyotes staying even without the revenues from the Westgate development. He remarked on the economic cycles that have occurred recently bringing the city to this point. He explained that a lot of the things they were facing now was not because of the management fee but because the economy has been bad. However, he believes things will come around and get better. He believes Tanger was going to be a catalyst for what is to come on the west side. He remarked that in the short term the city had to cut back to get through, however, in the long term there will be much gain to bring them back to where they should be and can be. He has heard of at least three businesses that will leave the area should the Coyotes leave. He thanked everyone involved in this matter especially all who came to speak today. He also thanked the Cholla residents for their support during these proceedings. He noted that in his estimation, less than 1% have contacted him in calls and emails on this matter. In conclusion, this was an easy decision to support this because for the long term and future of the city of Glendale, this was something they really should do and must do. He will be supporting this agreement.

Councilmember Knaack asked to address the statement that they were not taking enough time on this matter. She explained the Council and city have been involved in this for the past four years now with the same issue. She noted they all had time to review it and ask questions and does not agree with the statement that they were not taking the time on this agreement. She commented on Mr. Lynch's comments regarding the history of Proposition 2 which passed with 85% approval for the development in the west. Therefore, she still believes in the vision and will not abandon it and believes the economy will go up and down forever. Currently, they were in a down time but it will definitely get better. She said to abandon that vision now will hurt Glendale for decades to come. She commented on the revenue opportunities that were not talked about which estimated the surcharge on tickets was about $60 million over the lifetime of the lease, $13 million in rent over the term of the lease, 15% naming rights from anywhere from $4 to $10 million, and city sales tax was estimated to be an additional $30 million over the term of the lease. She believes if the Coyotes leave that whole area will be hurt and business devastated. She noted that even with the many issues still being worked on, she still feels good about this deal and will support it.

Vice Mayor Frate commented on the many negative things being written about Glendale going bankrupt which many of the things written never happened. However, these are the type of things that scare people and make them start doubting the city. He commented on an incorrect story that appeared in the newspaper regarding Glendale being stuck with $20 million in bonds because of bad decisions. He asked if it was permissible for Mr. Lynch to come up and explain the comment about the city being bankrupt.

Mayor Scruggs stated that she didn't think that at this point during the explanation of vote, it would be appropriate to bring anyone up. She asked the city attorney if during the explanation of

vote, is it appropriate to bring up a consultant to speak or make a presentation. Mr. Tindall replied no.

Vice Mayor Frate stated he may possibly ask him for item two. However, if any were watching yesterday's workshop, Mr. Lynch explained this issue and remarked that was not the case. He commented on all the negativity and citizens trying to stir up the community, they have not seen that from the majority of the citizens. He remarked on all the incorrect information being floated out there by the opposition to the deal. He stated people were upset the city was raising taxes so it was convenient to blame the Coyotes deal. He said the Jamison deal was good for Glendale and he will support it. He will vote for this deal because of the information provided and not from any emotional reason...

Councilmember Lieberman stated they had heard many numbers today and not all have been accurate. He commented on the city's willingness to spend money as well as the city's dwindling GF. He explained if the city pays $12 million a year debt service in 20 years that is $240 million. He said Mr. Jamison wants to add $300 million to that which comes to $500 million dollar for the next 20 years on the arena. He commented on Councilmember Clark's remarks on the meeting he had with a prospective promoter for the arena and provided the figures which say it can produce revenue for the city. He remarked on the city's baseball fields in Phoenix and the original loan of $199 million. He said the curious thing was that those five years of payments did not lower the principal one bit. They still own $199 million and 100% of the $60 million went to interest. He noted the budget was built on the sales tax increase and won't be balanced without it. He added he will vote for the Coyotes if the Council votes against the sales tax increase which is impossible since they were $35 million short. He stated the sales tax increase was going to hurt business and the citizens of Glendale since he can drive across the road and purchase items in other neighboring cities. He noted the many businesses that were against this tax and were trying to get a referendum started. He read some letters he received thanking him and Councilmember Alvarez from citizens opposing the sales tax increase and opposing the Coyote deal. He explained when the Council will vote for the sale tax since they cannot pay their bills without it.

Councilmember Lieberman commented on the Rick Burton matter. He does not believe he owes us the $20 million. He explained that Rick Burton agreed to finance Main Street. He said that Main Street was going to provide the sales taxes necessary to pay the $13 million a year debt service on the baseball fields. Consequently, Rick Burton declared personal bankruptcy before the project even started. In closing, he cannot vote for this since he was worried about their financial future. He stated the city only had $2 million in reserves which was not very much. However, Glendale has been very good to him. He said he has lived in Glendale for almost 50 years and has had very successful businesses in town. His attendance record for city meetings was 431. He thanked everyone for listening to his comments.

Mayor Scruggs commented that first of all she would like to begin by just stating, as she did earlier, that every one of us up here has the same goal in mind and that is to do what is best for the city, absolutely. Council sees getting there in different ways but they all have exactly the same goal. And she was not going to go any further than that but Councilmember Clark made some comments and she guessed old habits die hard after 20 years. So she first wanted to

address some of those comments. Councilmember Clark spoke about Councilmember Lieberman and the mayor meeting with a group, it's called the Phoenix Monarch Group and Mr. Art Jiminez happened to just walk in after the very abbreviated reflection was finished on that. She continued that it was characterized in such a way that made it sound like Councilmember Lieberman and Mayor Scruggs were going behind Council's back and meeting with somebody in trying to –

Councilmember Clark interjected she did not say that.

Mayor Scruggs stated that the way it was phrased and the impression she got was otherwise. Mr. Jiminez and his friends have just incorporated in April of this year and she asked them about that. They have all been in various aspects of entertainment programming over the years and they have come together in a new group. They are personal friends of Councilmember Alvarez who really wanted Council to meet with them and personally stated she wanted Mr. Beasley in the meeting. He chose not to come but Mayor Scruggs had invited Mr. Skeete who was there because she wanted to make sure that the councilmember present expressed correctly that they were not at liberty to enter into any negotiations or discussion or anything with Mr. Jiminez and the three partners that he brought with him. Also the $7.5 million that he was seeking – evidently somebody gave Councilmember Clark some of the information maybe not all of it or you didn't read it all. But what he wanted to do was to partner with the Jamison Group in the arena management businesses. And in order to make sure that we stated things correctly Mayor Scruggs asked Mr. Beasley to come in, he was not available so we asked Mr. Tindall who came in and explained that at that point in time there was no way to amend the lease – she believes what they were asking for was an amendment to the lease that's being considered here so that they could be involved. But if the Mayor remembers correctly 91% of all revenue gained from any events that they booked would be given to the city of Glendale is what it came down to. And that's those very large numbers that the Councilmember was talking about. They have a totally different model where they would be requested and pool money from which to draw once the city agreed on an event. It's very complicated if you'd like to know about it, Mr. Jiminez is sitting back there and I'm sure he'd be happy to talk to you.

Mayor Scruggs continued that Councilmember Clark referenced the Hulziser deal and that the Mayor had supported it and sort of made it sound like she was the only one, that she cheerleadered it. No. Mayor Scruggs supported it as she did every other deal brought to us by our management team. The Council never went out and negotiated any of these other deals. Council never negotiated them so yes the Mayor did support it. She continued that she also supported everything brought forward by the management team because what they told Council and they said after months of negotiations, their representation was that this was a good deal for Glendale, a good deal for us to move forward, the best thing to keep the Coyotes in place. And, in fact, that in believing so much in what the Mayor was told by staff, that she subjected herself and she wanted to cite Mr. Tindall for being willing to go before the firing squad with her. She continued that they went and met in an extraordinarily unpleasant meeting with the Goldwater Institute and defended what they believed was a good agreement for the city. Shortly thereafter it seemed that this was not a good deal that was represented to us that in fact our bond rating was about to be lowered if the city went forward with it. And of course the city did go forward with

it but the bond rating had been lowered anyway just like it is – just like Moody's said they would lower it again if the city continues in these sports deals.

Mayor Scruggs commented that she wanted to explain that yes she did support it – she supported every one of the deals that came forward or not. She recalled that there was one were management said no this is bad you don't want to support them. 18 months later yes, 18 months later things are very, very different and she spoke with Commissioner Bettman and thanked him for all the years of working together and like Councilmember Clark, she just wished the Coyotes could keep playing here forever. She believes it is the best thing and it's great for all of us and so forth. But the reason she won't support it is strictly due to city finances at this point in time. She has a lot of other things she would like to say. She listened to everything Ms. Mahon said. Mayor Scruggs continued that she would like to respond to Representative Weiers and Mr. Opaska about the issue that they brought up about timing but she knows that time is running late. She wanted to comment on what is the most important thing for her.

Mayor Scruggs stated that she did try and go through this Pollack report in the 30 minutes they had but didn't get too far. But she will say that this is just not anything she would base her vote on. Mr. Birnbaum said in the last analysis that he takes everything that is presented and different assumptions and Elliot Pollack's team has one set of assumptions and others would have another set. And the assumptions are picked that are going to get to the best place 20 years into the future. And there are so many exclusions on these that she just really would not rely on these at all. There is a limited data base, people refused to answer questions, no industry wide benchmark of operating expenses. Every arena venue is different than another one in term of management accounting number of teams. Tenants and events comparison do not take into consideration a number of things. And then it goes to the very, very end and there is a disclaimer and assumptions and those are always very interesting. And it definitely says that estimates about historical future expense, occupancy, net cost, cash flow or projections are intended solely for analytical purposes and are not to be construed as predictions of the future outcome by TL Hocking. TL Hocking reserves the right to such adjustments in the analysis, opinions and conclusions and it goes on and on.

Mayor Scruggs stated that what she was going to use unless Mr. Skeete tells her that this is no longer valid. This was presented to Council at the last budget workshop, and asked if he recognized this page? She referred to the chart on the page. This chart is the revised 5 year forecast with 7/10th of a cent sales tax increase. This agreement with the Jamison Group or anybody else that might come along will not be possible unless the city raises the sales taxes in this city. Council heard about three businesses who said they are going to close up in Westgate if the Coyotes leave. What are they going to do when the Coyotes go on strike? That might very well happen in just a few months but how about the other businesses that are going to be hurt? She asked if anyone recognized that 32% increase in sales tax – it's not just was the city willing to shop there as consumers and pay that but what does it do to those businesses that are so non-competitive. It would be one thing if the city were in an area where there is a cluster of smaller cities in the valley that have yet to develop. Buckeye they did a temporary sales tax increase raising it to 3%. You can't survive falling off the cliff. Everyone knows that just by watching the state budget. Okay the state – everyone all went and voted and the majority voted in a 1 cent sales tax increase to pay for education for three years only, and that was put in the Constitution

so that the legislature or governor can't extend. So what is happening now, people have qualified for the ballot in November of 2012 and will ask voters to vote in a 1 cents sales tax. Because entities get used to that spending and the only reason that you go and you get that increase is because you can't meet your expenses. So if you have no new forms of revenue there comes the cliff and you fall off. There is no plan to take care of this cliff here in Glendale. So the city is going to hurt a lot of businesses and she believes you referred to – or maybe it was Councilmember Knaack the automobile dealers. And there is a proposal or there are negotiations going on with the city staff for an exclusion clause. The city staff has one proposal, the automobile dealers are not satisfied with it and they are looking for something different. Basically what will happen is that there will be an exclusion of the increase tax on purchases of above $5,000 dollars. And that is good, that's fair the city wants the car dealers to keep selling because to the west is Peoria with 1.8% and to the east is Phoenix with 2%. Glendale is already higher with 2.2%. The city is going to raise it to 2.9% on them? They may be able to sue us for killing their business, she doesn't know.

Mayor Scruggs continued that there was a proposal being discussed and after this budget is approved with the 7/10th percent increase next week, then the city was going to be presented the proposal to lower the tax on those purchase of $5,000 or more. What it will do is it will take roughly $800,000 to a $1 million of sales tax out of this budget that Council will be voting on next Tuesday night. Well this budget that Council would be voting on already would not begin to build the GF balance for years. Now the city is going to take away another million dollars. Well she thinks another million dollars would need to be taken away in expenses. The point is the city doesn't have to include $17 million dollars in expenses. Mayor Scruggs continues that another thing that kind of troubles her about this budget is – the revenue growth is projected each year to be a little over 3%. Well the management fee to Jamison will go from $17 million to $20 million in one year. She calculated that to be about 3%. She continued that the city would be going from $17 million to $20 million but the revenues are not going to grow that much. Another thing that is interesting in here is even though this chart shows revenue going up which she thinks there is a big chance they won't, if the sales tax increase is put through – it doesn't show expenses going up. Expenses are just kind of flat except for the MOU expenses, otherwise expenses stay pretty flat. That's pretty much impossible to do. And also in the fifth year here, there is an incorrect figure; it says $15 million dollars for the arena management fee. She believes its $17 million for one year and $20 million for four years. So the city is $5 million dollars short over here in FY 2017 when it is still projected to only have $11 million dollars in what is called the rainy day fund.

Mayor Scruggs commented that the financial guidelines in this city for all the years that she had been here up until last year was that there would be 10% in reserves. So, that means the city should be having somewhere between $14 and $17 million. The account currently stands at $2.1 million, which is a little over 1%. When this chart was done which was for a meeting in April or May, the city had $4 million but there was a lawsuit that was decided not in the city's favor and that was cut in half immediately. That's how quickly the GF contingency can go away. She continued that she had been trying to find out what happens when a city doesn't meet its debts. She would say bankruptcy because that is really offensive to you and to others but when a city can't meet its debts and she asked management and had not received an answer so she had been asking on her own and pretty much what she was told is if the community has the authority to

raise sales taxes on its own, it must. It must raise its taxes to cover its debts. How high is the city of Glendale going to go while waiting for as Mr. Jamison said, eventually it can come together? Can the city wait for eventually? Is the city going to have a sales tax rate of 3%, 3.2%, and 3.5%, if the city is ordered by the courts to raise the sales tax because, remember these debts are all backed with sales taxes. You raise your taxes higher, the business drops off because people say "I have my own friends down the way; you're going to go ahead and raise that sales tax?" Well we'll just get on the 101 and we will go to the Costco over there by 27th Avenue. So it's just as fast to get there as it is to get to 79th Avenue. Mayor Scruggs continued that the objection she was going to have was the many things that concern her. She was worried, even though Mr. Tindall says, you know nothing to worry about, but she is kind of worried about this contempt of court and vetting the deal, whatever. But the main reason really is, the city just cannot afford this, even though the city wants it desperately. She remembers all through her married years and her daughter growing up, people remember themselves, and how they always wanted a lot of things, wanted them real, real bad. But they couldn't always have them, could they? And so based on an analysis that says "well you know we really couldn't find anything to compare it to and this is just kind of our best estimate but mostly it's based on the fact that the city has to raise the sales tax 32% on all the businesses in order to keep this one business. She believed as Councilmember Lieberman brought up there will be a referendum on that tax. What happens then? And that is what she told Commissioner Bettman and Deputy Commissioner Daly, as much as she wants it, the NHL is looking for certainty, and she doesn't think there is certainty here in Glendale. The budget will be passed with a sales tax which there is a very, very high likelihood there will be referendum on in November and then what happens? The city will have entered into a contract and doesn't have the money to pay the bills. She commented that everyone had been very patient and Council appreciates everything you've done. Mayor Scruggs said that Councilmember Lieberman says it's time to have a break so she will just call for a vote on the ordinance and then come back and do the resolution.

It was moved by Knaack, and seconded by Martinez, to approve Ordinance No. 2804 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Clark, Knaack, Martinez, and Frate. Members voting "nay": Lieberman and Scruggs.

A recess was taken at 4:00 p.m.

The meeting reconvened at 4:10 p.m.

RESOLUTIONS

2. ARENA LEASE AND MANAGEMENT AGREEMENT AND NONCOMPETITION AND NON-RELOCATION AGREEMENT WITH ARIZONA HOCKEY ARENA PARTNERS, LLC AND ARIZONA HOCKEY PARTNERS, LLC (RESOLUTION)

Ed Beasley, City Manager, presented this item.

This is a request for City Council to adopt a resolution authorizing the entering into of the following agreements with Arizona Hockey Arena Partners, LLC and Arizona Hockey Partners,

LLC for the use of the city-owned Jobing.com Arena by the Phoenix Coyotes: (1) Arena Lease and Management Agreement and (2) Noncompetition and Non-Relocation Agreement.

In 2001, the City of Glendale entered into an Arena Development Agreement, an Arena Management and Use Agreement (AMULA), and a Mixed-Use Development Agreement (MUDA) with Arena Management Group, LLC, Coyotes Hockey, LLC, Glendale 101 Development, LLC, and Coyote Center Development, LLC. The purpose of these actions was to create a high-quality major economic center in Glendale, consisting of offices, hotels, entertainment, retail and restaurants.

Unexpectedly, in May of 2009, the former team owner Coyotes Hockey, LLC and its affiliated entity, Arena Management Group, LLC (collectively referred to as the "Coyotes") filed for federal bankruptcy protection. The city's investment was meeting financial projections and attracting economic development to the area until the Coyotes were thrust into bankruptcy. During the bankruptcy proceedings, the National Hockey League (NHL) purchased the assets of the Coyotes but did not assume the Arena Management, Use and Lease Agreement.

For the past three years, under the direction of Council, the city has been actively working with the NHL and potential buyers of the Coyotes to structure a deal that would keep the team in Glendale.

Council established criteria for negotiations with potential buyers of the Phoenix Coyotes including:

Keep team in Glendale for the full length of lease
Keep current arena revenues in tact
Provide opportunity to share in revenue streams, when feasible

The NHL has established the value of the team at $170 million. The current selling price of the team is a result of existing issues beyond the city's control.

According to a study conducted by ESI Corporation in 2008, the annual regional economic impact of the Coyotes and Jobing.com Arena is substantial:

750 jobs in Maricopa County and $20 million in wages
$4.5 million generated in indirect business taxes for Glendale, Maricopa County and the state

The loss of the team as an anchor tenant would result in a loss of at least 43 major events per year at the arena. In addition, it is highly unlikely that the arena would be able to generate the same number and quality of replacement events. Analysis conducted by independent outside experts concludes that the financial position of the city with the team will be better than managing the arena without the team.

A summary of the main points from the draft arena agreement include:

- The NHL team stays in Glendale for 20 years, the same amount of time remaining on the original bonds for the arena.

- The city receives 15% of the naming rights revenue for the arena, estimated between $4 million and $10 million over the life of the agreement.
- The city does not issue any new debt.
- The city pays an average arena management fee of $15 million per year.
- Analysis conducted by independent outside experts concludes that, in their opinion, the deal:
    - Meets the constitutional test against gifting by the city.
    - The financial position for the city with the team in place will be better than managing the arena without the team.
    - This conclusion was arrived at without the inclusion of any revenue from the Westgate development, which is expected to at least double over the life of the team's stay.

Mr. Greg Jamison of Arizona Hockey Partners, LLC has reached an agreement with the city and is seeking direction to move forward to finalize documents. Mr. Jamison will move forward with the NHL to finalize the sale. Mr. Jamison has demonstrated success as an investor and business owner and has a high level of familiarity with hockey.

On May 10, 2011, Council adopted a resolution extending the management agreement between the City of Glendale and the NHL, to satisfy the NHL's requirements in order for the NHL Phoenix Coyotes to remain in Glendale during the NHL 2011-12 hockey season.

On December 14, 2010, staff brought forward an Arena Lease and Management Agreement and a Use and Non-Relocation Agreement with Arizona Hockey Arena Holdings, LLC and Coyotes Newco, LLC. The potential buyer did not move forward with plans to purchase the team.

Staff brought forward an MOU to Council for potential buyers of the Phoenix Coyotes on April 13, 2010 and June 8, 2010. Neither potential buyer moved forward with viable plans to purchase the team. Thus, on May 11, 2010, Council authorized an agreement with the NHL to retain the team in Glendale for the 2010-11 season while city staff completed the necessary negotiations with potential new owners.

The recommendation is to read in full the resolution authorizing and directing the execution and delivery of the following two agreements: (1) Arena Lease and Management Agreement; and (2) Noncompetition and Non-Relocation Agreement for management and use of the city-owned Jobing.com Arena by the Phoenix Coyotes and, thereafter, adopt a resolution authorizing and directing the execution and delivery of the following two agreements with Arizona Hockey Arena Partners, LLC and Arizona Hockey Partners, LLC: (1) Arena Lease and Management Agreement and (2) Noncompetition and Non-relocation Agreement.

Mayor Scruggs called for public comment.

Ken Jones, an Ocotillo resident, commented on the many times he has been before the Council on these matters. He remarked that many Coyote fans were from out of town and were not paying their fair share. He questioned where the fans coming to Glendale spend their money.

Janice Reed, a Sahuaro resident, submitted a card to speak, but was not present when called.

Diane Douglas, a Sahuaro resident, stated that a majority of this Council have forgotten they represent the citizens and instead seem to believe that Council rules them. She expressed her concerns with the gift clause issue as well as the city not being transparent and forthcoming with the proposed sale agreement. She explained that even in the school district there were rules about gifts being given to teachers. She disagrees with the idea that this deal will be good for Glendale and the generations to come. She believes this deal will only leave the tax payers with a lot of debt. She stated the city was rushing this deal the citizens have not had a chance to have their voices heard. She said the citizens deserve better from their elected officials. She said her hope was for the Council to at least slow the deal. She thanked the Council for their time and service but was very disappointed in these developments.

Arthur Thruston, a Cactus resident, restated the Council won the fight with the deal and he was now on their side. He commented on Mr. Jamison's lack of information on his investors. He congratulated Vice Mayor Frate on being selected as Vice Mayor again. He remarked on Mr. Beasley's retirement and added he could not really say whether he was a really good city manager or not. However, he wants to wish him luck in his retirement. He congratulated the Coyotes staying in Glendale.

Brooke Kowacz, a Yucca resident, stated her support for the Coyotes and cited their recent winning streak. She thanked Vice Mayor Frate, and Councilmembers Martinez, Clark, and Knaack for their support of the Coyotes and for keeping to their vision of what Jobing.com arena can be for Glendale. She thanked Mr. Beasley for his years of service.

Warren Brannoch, a Sun City resident, stated that by listening to the proceeding today, he believes the Council and citizens still need more information. He suggested letting the citizens of Glendale decide whether the team stays or leaves in an election. He agreed with the remarks that they need more time and the deal was being rushed. He added he would like the city to release all information that was available.

Darrold Larson, a Cave Creek resident, submitted a card to speak, but was not present when called.

Francine Romesburg, a Barrel resident, submitted a card to speak, but was not present when called.

Councilmember Clark stated that everybody turned to the University of Phoenix as if it was the Holy Grail of management. She would like to share a few facts on that stadium. The Cardinals pay $250,000 a year for rent and it goes up 2% every year and the Jamison deal starts at

$600,000. She said operating revenues and expenses for the University of Phoenix stadium as of 2010 were revenues of $23.2 million, less stadium expenses of $28.2 million. Therefore, their operating loss before depreciation and authority operating expense is $5 million.

Councilmember Clark noted this was Mr. Beasley's last day and she wanted to thank him personally for his years of service and commitment to the city of Glendale. He has been an excellent city manager. She said he was the man they needed for the past 10 years to help Glendale grow and become the city it is today. She personally wished him and his family the very best in the years to come.

Resolution No. 4578 New Series was read in full, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF THE FOLLOWING TWO AGREEMENTS: (1) ARENA LEASE AND MANAGEMENT AGREEMENT WITH ARIZONA HOCKEY ARENA PARTNERS, LLC AND ARIZONA HOCKEY PARTNERS, LLC; AND (2) NONCOMPETITION AND NON-RELOCATION AGREEMENT WITH ARIZONA HOCKEY PARTNERS, LLC AND ARIZONA HOCKEY ARENA PARTNERS, LLC.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the following two agreements be entered into: (1) Arena Lease and Management Agreement with Arizona Hockey Arena Partners, LLC and Arizona Hockey Partners, LLC; and (2) Noncompetition and Non-Relocation Agreement with Arizona Hockey Partners LLC and Arizona Hockey Arena Partners, LLC. The agreements, in substantial final form, are now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the management, use, and lease of the Arena under the Arena Lease and Management Agreement will benefit the City and its residents by assuring a substantial, regular, and continuing utilization of the Arena, providing additional employment opportunities within the City, increasing the City's tax base, and stimulating additional development on properties in the vicinity of the Arena Facility; and, therefore, this Council finds that the Arena Lease and Management Agreement provides a substantial public benefit.

SECTION 3. That the City Manager and the City Clerk are hereby authorized and directed to execute and deliver said agreements and any ancillary documents or agreements and to do all such acts required to implement the purpose and intent of the agreements on behalf of the City of Glendale, and to approve the final form of the agreements, consistent with the forms now on file and the understanding of the parties, such approval to be evidenced by execution of such documents by the City Manager and the City Clerk.

SECTION 4. That, upon execution of the agreements, the City Clerk is hereby directed to forward a memorandum of agreement and the Noncompetition and Non-Relocation Agreement for recording to the Maricopa County Recorder's Office.

SECTION 5. Neither the members of the City Council of the City of Glendale nor any officer, employee or agent of the City shall be subject to any personal liability or accountability by reason of the execution of the agreements.

SECTION 6. Notice of A.R.S. § 38-511 is hereby given.

It was moved by Martinez, and seconded by Clark, to pass, adopt and approve Resolution No. 4578 New Series. The motion carried. Aye votes: Clark, Knaack, Martinez and Frate. Nay votes: Lieberman and Scruggs.

CITIZEN COMMENTS

None.

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Clark recognized Mr. Beasley's last day and thanked him for his service.

Councilmember Lieberman thanked Mr. Beasley for his service and has enjoyed the time he spent with him working for the city. He realizes there have been many changes in the city; however, he can leave with his chin and shoulders up and be proud of what he has accomplished in Glendale. He said he was simply a phone call away if he ever needed anything.

Vice Mayor Frate thanked everyone that attended these meetings as well as those that emailed and left phone messages. He commented on some people who mentioned people's characters and hopes they keep things civil. He thanked the presenters for their presentations today. He was happy to see the people running for elected office here today as well. He also thanked Mr. Beasley for his years of service to the city. He noted that in the 12 years he has worked with him, he has always been respectful and a gentleman. He reminded everyone to watch children around water.

Councilmember Martinez thanked Mr. Beasley for his service to the city. He noted the most exciting periods in Glendale's history were under his leadership. He expressed gratitude for all the accomplishments that have happened in the city during his tenure. However, now they were going through some difficult times and he has helped them weather the storm. He said it had been a pleasure working with him and wished him the best of luck.

Councilmember Knaack thanked everyone for staying the course through this long meeting. She thanked Mr. Birnbaum for his presentation and added it had been a pleasure listening to him explain the situation in such a professional way. She also thanked Mr. Beasley for his service. She thanked him for his professionalism as well as his availability.

Mayor Scruggs asked Mr. Tindall about a procedural question. Vice Mayor Frate has a potential motion regarding a missing Councilmember but it is not clear if it is posted to make that motion.

Mr. Tindall noted it might be best to make the excuse of absence for Councilmember Alvarez at the next meeting.

Mayor Scruggs stated okay, very good. She reminisced about Mr. Beasley when he first started, he had his daughter Britney and she thinks, Edward had he just been born? She remembers he was just a little baby at that time, and she understands now he is going off to college in a week or two now. And Britney is already in college and so his other two came along during that time. Isn't that amazing? It's just absolutely amazing. Mayor Scruggs commented that her own daughter was in middle school and it's hard to believe so many years have passed. She continued that he has a great family and he would be enjoying a wonderful retirement with them. She commented that everyone is looking forward to retirement at this time. She thanked him very much. Mayor Scruggs stated that she appreciated everybody's comments. And she said this before and most of the people are gone, but she sits up here and she is just continually amazed at how articulate everybody is, how well they present what they had to say, she knows it's not easy to stand at that podium and hats off to everyone. Thank you meeting is adjourned.

ADJOURNMENT

There being no further business, the meeting was adjourned at 4:53 p.m.

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Pamela Hanna - City Clerk

MINUTES OF THE
GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
June 12, 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: Joyce V. Clark, Yvonne J. Knaack, H. Philip Lieberman and Manuel D. Martinez.

Councilmember Norma S. Alvarez participated and voted by telephone.

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

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

COMPLIANCE WITH ARTICLE VII, SECTION 6(c) OF THE GLENDALE CHARTER

A statement was filed by the City Clerk that the 8 resolutions and 3 ordinances 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 MAY 22, 2012 CITY COUNCIL MEETING

It was moved by Clark, and seconded by Lieberman, to dispense with the reading of the minutes of the May 22, 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.

PROCLAMATIONS AND AWARDS

AWARD FOR PARTICIPATION IN THE RAPID ANTI-CONVULSIVE MEDICINE PRIOR TO ARRIVAL TRIAL

This is a request for City Council to receive an award from the University of Arizona for the Glendale Fire Department's participation in the Rapid Anti-Convulsive Medicine Prior to Arrival Trial (RAMPART). Kurt Denninghoff, MD, Distinguished Chair of Emergency Medicine and

Associate Director of the Arizona Emergency Medicine Research Center at the University of Arizona, will be in attendance to present the award.

Statistics show that prolonged seizures kill 55,000 Americans annually. The Glendale Fire Department (GFD), along with the University of Arizona, participated in a three year national study of a new medication to treat seizure patients which concluded in November 2011. GFD was the only participating Arizona Fire Department, and in comparison to other national RAMPART participants, GFD had the most results and the best documentation presented, according to the University of Arizona. The success of the study was in large part due to the citizens' willingness to participate. GFD was able to provide valuable data for the study and scored the highest rating in quality standards for administering the study.

The continued benefit from the RAMPART is a faster, more appropriate protocol and medication for treating seizure patients. This trial has changed how Emergency Medical Service provides treatment for seizure patients nationwide. This opportunity has also allowed GFD to become involved in future studies.

On December 23, 2008, Council approved an intergovernmental agreement with the University of Arizona to participate in the National Institute of Health RAMPART study.

The recommendation is to accept the award for participation in the Rapid Anti-Convulsive Medicine Prior to Arrival Trial.

Mayor Scruggs called forward Mark Burdick, Fire Chief, and Tom Cole, Acting Assistant Fire Chief. She then called Daniel Spaite, MD, Professor and Distinguished Chair of Emergency Medicine at the University of Arizona, to present the award. Dr. Spaite explained the trial and the dedication required to have a viable result. Tom Cole, Acting Assistant Fire Chief, provided a brief summary on the benefit of the Rapid Anti-Convulsive Medicine Prior to Arrival Trial and Glendale's continued involvement.

CONSENT AGENDA

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

Mr. Horatio Skeete, Assistant City Manager, read agenda item numbers 1 through 6 and Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 7 through 12 by number and title.

1. LIQUOR LICENSE NO. 5-5344, DIRTY PELICAN GRILL

This is a request for City Council to approve a person-to-person, location-to-location transferable series 6 (Bar - All Liquor) license for Dirty Pelican Grill located at 6718 West Deer Valley Road, Suite 101-104. The Arizona Department of Liquor Licenses and Control application (No. 06070569) was submitted by Theresa June Morse.

The location of the establishment is 6718 West Deer Valley Road, Suite 101-104 in the Cholla District. The property is zoned PAD (Planned Area Development). The population density within a one-mile radius is 19,929. Dirty Pelican Grill is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	**Type**	**Quantity**
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	1
10	Liquor Store - Beer and Wine	3
12	Restaurant	2
	Total	**9**

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

At the August 23, 2011 meeting, Council forwarded a recommendation of denial of a liquor license at this location by a different applicant (Paul Daniel Wicher). The denial was based on the findings of false and misleading information on the application, questions of ownership, the applicant's capability, qualification, and reliability, and restaurant requirements.

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

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

2. LIQUOR LICENSE NO. 5-6211, PLANET ZONG SMOKE SHOP

This is a request for City Council to approve a new, non-transferable series 10 (Liquor Store - Beer and Wine) license for Planet Zong Smoke Shop located at 4726 West Olive Avenue, Suite 4. The Arizona Department of Liquor Licenses and Control application (No. 10076268) was submitted by Fawaz Mohammad Hasan Kanaan.

The location of the establishment is 4726 West Olive Avenue in the Cactus District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 21,926. Planet Zong Smoke Shop 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	7
07	Bar - Beer and Wine	2
09	Liquor Store - All Liquor	5

10	Liquor Store - Beer and Wine	4
12	Restaurant	5
14	Private Club	1
	Total	**24**

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

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

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

3. AUTHORIZATION TO PURCHASE A BOMB SQUAD EMERGENCY RESPONSE VEHICLE

This is a request for City Council to approve the purchase from LDV, Inc. of a Bomb Squad Emergency Response Vehicle for the Glendale Police Department in an amount not to exceed $165,000.

The current Bomb Squad Emergency Response Vehicle is due for replacement. Over the years, the Police Department has acquired specialty equipment that the current vehicle cannot support. The new vehicle will be state-of-the-art and is designed specifically to house, run, and work the specialty equipment that the bomb squad utilizes. The Police Department will use a combination of grant funding and vehicle replacement funding to purchase a Bomb Squad Emergency Response Vehicle, which will enable them to maintain a high level of preparedness.

The vehicle will be purchased through the 1122 Program. The 1122 Program is a state and local law enforcement procurement program that was instituted to allow agencies to obtain quality law enforcement equipment at a discounted rate. The 1122 Program, through the administration of General Services Administration contracts, permits law enforcement agencies to take advantage of the purchasing power of the federal government to receive discounts commensurate with large volume purchases.

On May 22, 2012, Council approved the acceptance of 2010 Arizona Department of Homeland Security grant funding in the amount of $115,000.

On April 28, 2009, Council approved an intergovernmental agreement with the State of Arizona for the Counter-Drug (1122) Procurement Program.

The funding is available through the 2010 Arizona Department of Homeland Security grant and the Vehicle Replacement Fund. The existing vehicle that currently carries this specialized equipment will be sold at auction once the new vehicle is purchased. The ongoing operating and maintenance costs for the existing vehicle will be shifted to maintain this new vehicle.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X		X	X		$165,000

Account Name, Fund, Account and Line Item Number:
2010 Department of Homeland Security Grant, Account No. 1840-33182-551400, $115,000
Vehicle Replacement fund, Account No. 1120-13610-551400, $50,000

The recommendation is to approve the purchase from LDV, Inc. of a Bomb Squad Emergency Response Vehicle for the Glendale Police Department in an amount not to exceed $165,000.

4. AWARD OF BID FOR ARROWHEAD RANCH WATER RECLAMATION FACILITY AERATION BLOWER IMPROVEMENTS PROJECT

This is a request for City Council to award a bid and authorize the City Manager to enter into a construction agreement with Hunter Contracting Co. in an amount not to exceed $408,541 for aeration blower system improvements at the Arrowhead Ranch Water Reclamation Facility (ARWRF).

The ARWRF aeration blowers were installed in 1999. Aeration blowers are used to provide air for the wastewater treatment process. Improvements to the master control panel, three local control panels, and integration with the existing Supervisory Control and Data Acquisition (SCADA) system will provide better control of the blowers and aeration process at this facility. The SCADA system ensures system integrity and security to aid staff in the production and delivery of high-quality water services.

On April 26, 2012, three bids were received for this project. Hunter Contracting Co. submitted the lowest responsive and qualified bid.

On April 13, 2010, Council authorized the City Manager to enter into a professional services agreement with Brown and Caldwell Inc. to provide design and construction administration services for blower system upgrades at the ARWRF in the amount of $148,587. On August 1, 2011, staff entered into Amendment No. 1 to the agreement for additional design services and bidding assistance to the scope of work for the replacement of the blower system in an additional amount of $43,598.

This project will benefit the community by enhancing the reclamation process to continue providing high-quality effluent at the ARWRF.

Funds are available in the FY 2011-12 capital improvement plan. There are no additional operating costs associated with these projects once completed.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		$408,541

Account Name, Fund, Account and Line Item Number:
Arrwhd Wtr Reclam Fac Imps, Account No. 2360-60007-550800, $408,541

The recommendation is to award the bid and authorize the City Manager to enter into a construction agreement with Hunter Contracting Co. in an amount not to exceed $408,541 for aeration blower system improvements at the Arrowhead Ranch Water Reclamation Facility.

5. AWARD OF BID FOR WEST AREA WATER RECLAMATION FACILITY UV VENTILATION IMPROVEMENT PROJECT

This is a request for City Council to award a bid and authorize the City Manager to enter into a construction agreement with Hunter Contracting Co. in an amount not to exceed $160,120 for ultraviolet disinfection facility ventilation improvements at the West Area Water Reclamation Facility (WAWRF).

The WAWRF ultraviolet disinfection facility was constructed in 2001. This improvement project will add fiberglass ductwork to the existing ventilation system, and will extend the life of the ultraviolet disinfection facility system equipment.

On April 26, 2012, two bids were received for this project. Hunter Contracting Co. submitted the lowest responsive and qualified bid.

On March 13, 2012, staff entered into a Professional Services Agreement with Arcadis, U.S. Inc. for miscellaneous improvements at the WAWRF in an amount not to exceed $49,748. The professional services agreement included design services for ventilation improvements at the WAWRF, conceptual analysis and recommendations for pump station improvements, and development of specifications and inspection services for repainting of exterior metal surfaces. The amount of $18,814.66 from the total contract price covered the costs for the ventilation improvements.

Arcadis, U.S. Inc. was selected from the Engineering Department's Consultant On-Call list which, was developed from the Request for Qualifications submittals that were evaluated in late 2010 and became active in January 2011.

This project will benefit the community by improving the city's wastewater treatment processes to continue providing high-quality effluent at the West Area Water Reclamation Facility.

Funds are available in the FY 2011-12 capital improvement plan. There are no additional operating costs associated with these projects once completed.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		$160,120

Account Name, Fund, Account and Line Item Number:
WAWRF Phase IV, Account No. 2360-60008-550800, $160,120

The recommendation is to award the bid and authorize the City Manager to enter into a construction agreement with Hunter Contracting Co. in an amount not to exceed $160,120 for ultraviolet disinfection facility ventilation improvements at the West Area Water Reclamation Facility.

6. FISCAL YEAR 2012-13 PERFORMING ARTS PARTNERSHIP PROGRAM

This is a request for City Council to approve the expenditures from the Municipal Arts Fund for the various agencies that have been selected by the Glendale Arts Commission to participate in the Fiscal Year (FY) 2012-13 Performing Arts Partnership Program.

In 1996, Council approved the Performing Arts Partnership Program. Under this program, one percent of construction projects in the capital improvement plan are deposited in the municipal art fund to be used to administer the city's public art and performing arts program. Expenditures from the Municipal Arts Fund for the Annual Performing Arts Partnership Program are recommended by the Glendale Arts Commission through its annual arts projects plan and are subject to approval by Council. Proposals for performing arts projects to be held in Glendale were solicited from non-profit arts organizations, schools and government agencies for FY 2012-13. On May 17, 2012, the Arts Commission met to evaluate 11 applications. Nine of the proposals were selected for recommendation for full funding; one proposal was recommended for partial funding. The expenditures recommended, totaling $35,500, are as follows:

- $4,000 - ABT Performing Arts Association will present *ABT's Theatre for Young Audiences Goes to the Library*. ABT will partner with Glendale Public Library to present two full performances of a book-based children's play by ABT's professional actors in the library's main branch auditorium. Programs will have activities in advance of the performances for youth and families.
- $4,000 - Arizona Theatre Company will provide an artist-in-residency project, which will include language workshops, Shakespearean scene study, interaction with professional Shakespearean actors and written materials for 9th and 10th grade classrooms at Mountain Ridge High School and 12th grade classrooms at Glendale High School.
- $4,000 - Ballet Arizona will produce and present *Ballet Under the Stars*, a free public outdoor performance at Sahuaro Ranch Park in September. Ballet Arizona will also partner with Don Mensendick Elementary School to produce *Class Act*, a student performance, which will take place during the intermission of *Ballet Under the Stars*.
- $4,000 - Center Dance Ensemble will give 12 performances of their touring shows at nine Glendale elementary schools during the 2012-2013 school year, at no charge to the schools; *The ABC's of Dance* for grades K-6 (four performances), *Poetry 'n Motion* for grades K-3 (three performances) and *More Poetry 'n Motion* for grades 4-6 (five performances).
- $3,000 - Childsplay, Inc. will present four touring performances between September 2012 and June 2013 for after-school and weekend audiences at Foothills Branch Library. The

shows are *Rock the Presidents*, *Food for Thought*, and *Tomás and the Library Lady*. Each production will feature Childsplay's professional adult actors and scenery, costumes, and props designed by nationally respected artists.

- $4,000 - Free Arts For Abused Children of Arizona will provide five teaching artists to conduct one five-week residency at two group homes. This project will culminate in a festival, *One World, One People*, for approximately 100 abused and homeless or at-risk youth living in 10 group homes in Glendale. The festival will be held at Sahuaro Ranch Park on March 14, 2013.
- $500 - The Glendale Youth Project will produce Hip Hop classes at Glendale Community Centers.
- $4,000 - Opendance will provide classes and workshops based on the classic story of *Ferdinand the Bull*. Performances will be held at two Glendale community centers and two assisted living centers in Glendale. Three teaching artists will also conduct four workshops for 15 youth at the Glendale community centers. The youth will read, write, draw, paint, make props, create dances, lyrics, sounds, songs, script, and scenery while working alongside professionals in their field.
- $4,000 - Phoenix Symphony Association will provide a *School Music Education Experience*. Bicentennial South Elementary School will receive a *Bach-in-Roll Assembly* provided by one of the Symphony's touring ensembles, followed by attendance at one of the *Symphony for the Schools* concerts for the entire school.
- $4,000 - Scottsdale Cultural Council will present *Arizona Wolf Trap*, which places professional performing artists in Glendale preschool classrooms to help teach curriculum using the performing arts. Sessions will be twice a week for seven weeks.

The public events will occur between July 1, 2012 and June 30, 2013. As such, additional public notification will take place on the city's website and via press-release. Additionally, the funding recipients will promote events through their marketing efforts.

Every year since 1996, Council has approved the expenditures from the Municipal Arts Fund for the Performing Arts Partnership Program to motivate, increase and support the performing arts in Glendale. Since the inception of the program, the city has invested $527,300 in 191 performing arts projects.

The Performing Arts Partnership Program supports a wide variety of free programs, which make the arts more accessible to Glendale citizens, most notably youth and their families. The various organizations host a variety of diverse arts programs throughout the community that can be enjoyed by residents of all ages.

Funds are available through the Public Art Program. There are no operating costs associated with this program. A transfer of appropriation within the Arts Maintenance FY 2012-13 budget for $20,500 from 1220-15310-552000 to 1220-15310-531200 is needed to bring the available budget in this account number to $35,500.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		$35,500

Account Name, Fund, Account and Line Item Number:
Arts Maintenance, Account No. 1220-15310-531200, $35,500

The recommendation is to approve the expenditures from the Municipal Arts Fund for the various agencies that have been selected by the Glendale Arts Commission to participate in the FY 2012-13 Performing Arts Partnership Program.

CONSENT RESOLUTIONS

7. INTERGOVERNMENTAL AGREEMENT REGARDING SPORTS FIELDS LIGHTING SYSTEM AND FACILITY USE AT RAYMOND S. KELLIS HIGH SCHOOL

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) regarding the sports fields lighting system and facility use at Raymond S. Kellis High School with the Peoria Unified School District No. 11 (District).

The City of Glendale has had an IGA with the District since 2005. On June 28, 2011, the City of Glendale entered into the current IGA regarding sports fields lighting and facility use at Raymond S. Kellis High School. That IGA was for a term of one year. The proposed IGA with the District will continue that relationship and formalize the use of the District's lighted sports fields and parking lot as overflow parking for large stadium events. Subject to approval, this IGA will also have a term of one year.

This IGA will satisfy the city's obligation for off-site overflow parking opportunities for large stadium events. Additionally, this IGA provides reciprocal use of District and city facilities, including the lighted sports fields located at Raymond S. Kellis High School.

The recommendation is to waive reading beyond the title and adopt a resolution authorizing the entering into of an intergovernmental agreement regarding sports fields lighting system and facility use at Raymond S. Kellis High School with the Peoria Unified School District No 11.

Resolution No. 4579 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT REGARDING SPORTS FIELDS LIGHTING SYSTEM AND FACILITY USE AT RAYMOND S. KELLIS HIGH SCHOOL WITH THE PEORIA UNIFIED SCHOOL DISTRICT NO. 11.

8. INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SURPRISE FOR HELICOPTER AIR-MEDICAL LOGISTICS OPERATIONS

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the City of Surprise for Helicopter Air-Medical and Logistics Operations (H.A.L.O.) on behalf of the Glendale Fire Department.

The mission of the H.A.L.O. program is to provide air medical transportation and other emergency services in Glendale and for its automatic aid and mutual aid partners. The H.A.L.O. team is comprised of six firefighter paramedics from the cities of Glendale (4 paramedics), Surprise (1 paramedic), and the Fire District of Sun City West (1 paramedic) who staff a team of two firefighter paramedics per shift to provide 24 hour coverage, seven days a week. The City of Glendale has a current contract with PHI, Inc. for the H.A.L.O. program, which is based out of the Glendale Municipal Airport.

The proposed IGA will renew the current agreement that will expire on June 26, 2012. The proposed IGA will remain in effect until June 26, 2015 with an option to renew for successive additional three year periods.

On January 25, 2011, Council approved an IGA with the Fire District of Sun City West for H.A.L.O.

On May 27, 2008, Council approved an IGA with the cities of Avondale and Surprise for H.A.L.O.

On June 26, 2007, Council approved the H.A.L.O. contract with PHI, Inc. for the development of a rapid response air medical team.

The most important benefit of air-medical transport is the rapid transport of patients to the appropriate hospital facility and level of care. The primary responsibility of the H.A.L.O. team is to build on the immediate care provided by EMS and fire department personnel and then movement of the patient promptly to the receiving facility. Other direct benefits to Glendale include:

- City of Glendale emergency medical personnel stationed on site at the Glendale Airport 24 hours a day, seven days a week.
- An aerial platform from which to assist in the management of greater alarm incidents in the region.

PHI, Inc. will pay the City of Glendale $895,950 for the staffing of six full-time firefighter paramedics as part of the original agreement with PHI, Inc. Glendale Fire Department (GFD) will bill PHI, Inc. on a monthly basis for six firefighter paramedic positions to which PHI, Inc. will reimburse GFD. GFD will subcontract with the participating coalition agency for costs associated with a firefighter paramedic positions and will reimburse the coalition agency upon receipt of an invoice.

The total annual amount GFD will reimburse the coalition agencies is $343,655 and will be deducted from the PHI, Inc. annual allocation. The participating coalition agencies will be responsible for any overtime associated with the back fill of their positions. As part of the annual allocation from PHI, Inc., all operating costs for H.A.L.O. are included, which allows GFD to participate in this program with no cost to the city.

Funds are available in the FY 2012-13 Air-Med & Logistics Operations budget of the Fire Department. There is sufficient fund balance in the Air-Med & Logistics Operations budget to pay the $343,655 required for the agreement. Appropriation in the amount of $128, 317 will be transferred from Fire grant appropriation 1840-34001-510200.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		$343,655

Account Name, Fund, Account and Line Item Number:
Air-Med & Logistics Ops, Account No. 1000-12492-518200, $343,655

The recommendation is to waive reading beyond the title and adopt a resolution authorizing the entering into of an intergovernmental agreement with the City of Surprise for Helicopter Air-Medical and Logistics Operations on behalf of the Glendale Fire Department.

Resolution No. 4580 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SURPRISE FOR HELICOPTER AIR-MEDICAL LOGISTICS OPERATIONS (H.A.L.O.) ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.

9. INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR DOWNTOWN ALLEYWAY IMPROVEMENTS

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for the construction of a downtown alleyway improvement project.

Pedestrian-friendly alleyway improvements are an important component in revitalizing and enhancing downtown Glendale. This IGA with ADOT will provide funding to reconstruct and beautify approximately 400 feet of alleyway connecting Glendale Avenue and Glenn Drive between 57th Avenue and 57th Drive.

This project will include undergrounding overhead utility lines, installation of decorative pavement, benches, decorative screen walls, pedestrian lighting and landscaping. In addition, drainage issues at the north end of the alleyway will be remedied as part of the project. The proposed alleyway improvements will be comparable in design to other alleyway improvements in Glendale's Centerline District. Construction is estimated to begin in the spring of 2013.

The total cost of this project is estimated at $454,009. Federal funds in the amount of $315,721 have been secured in the Maricopa Association of Governments Transportation Improvement Program for construction of the alleyway improvements, and the city's contribution is estimated at $138,288. If the actual cost of the project exceeds the estimate, the city will be responsible for

all costs in excess of that amount. ADOT will advertise, bid and award the project, and city personnel will provide construction engineering services.

On September 28, 2010, Council authorized the City Manager to enter into a professional services agreement with Wood, Patel and Associates for design services for the downtown alleyway project between 57th Avenue and 57th Drive, north of Glendale Avenue, south of Glenn Drive.

Improvements to this alleyway will enhance the aesthetics and pedestrian circulation in the downtown area, contribute to a sense of civic pride in downtown Glendale, and demonstrate the city's commitment to the long-term commercial development of the area.

The design phase included public involvement of adjacent businesses and citizens. On April 13, 2011, design plans were presented at the Glendale Onboard Transportation Program Open House held at the Civic Center.

On May 25 and May 26, 2011, design plans were also reviewed with adjacent property owners and, as a result, plans were modified to accommodate better access to the adjacent properties. All citizens and businesses that have provided input have been supportive of this project.

Public input will also be part of the construction phase, and will be solicited from all businesses fronting the alleyway to ensure minimal inconvenience to those businesses and the public.

Funding for construction will be provided by ADOT using federal Congestion Mitigation and Air Quality (CMAQ) funds in the amount of $315,721. Matching funds are available in the FY 2011-12 capital improvement plan in the estimated amount of $138,288. The city will be responsible for any additional project costs.

Appropriation of $88,288 will be transferred from the Intersection Improvements Project (2210-65008-550800) to the Downtown Alley Improvements Project (2210-65088-551200) within the GO Transportation Construction Fund.

The operating and maintenance costs associated with this project will be absorbed by the GO Transportation operating budget.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		$138,288

Account Name, Fund, Account and Line Item Number:
Downtown Alley Improvements, Account No. 2210-65088-551200, $88,288
Local Drainage Problems, Account No. 2180-79004-550800, $50,000

The recommendation is to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with the Arizona Department of Transportation for the construction of a downtown alleyway improvement project.

Resolution No. 4581 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION TO RECONSTRUCT AND BEAUTIFY APPROXIMATELY 400 FEET OF ALLEYWAY CONNECTING GLENDALE AVENUE AND GLENN DRIVE BETWEEN 57TH AVENUE AND 57TH DRIVE.

10. INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION FOR EMERGENCY TRAFFIC MANAGEMENT MUTUAL AID

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Maricopa County Department of Transportation (MCDOT) for emergency traffic management mutual aid.

The Regional Emergency Action Coordinating Team (REACT) program, operated by MCDOT using trained MCDOT employees, provides traffic control support for major incidents that require road closures. These incidents include traffic collisions, criminal investigations, fires and chemical spills.

In 2004, the City of Glendale entered into its existing IGA with MCDOT to provide emergency traffic management services in the city. MCDOT has successfully provided these services since that time. In 2009, MCDOT was awarded $852,479 in federal Congestion Mitigation and Air Quality (CMAQ) funds in order to expand the program to additional jurisdictions, with the goal of operating under the mutual aid philosophy.

This IGA will enhance current REACT operations in the city through FY 2013-14. Glendale's share of local match funding is $96,600, and will be provided through an in-kind exchange of services for the use of the Glendale Regional Public Safety Training Center for REACT training.

On March 23, 2004, City Council approved the entering into of an IGA with MCDOT to provide REACT services to the city.

Use of this program allows trained civilians to provide traffic control services, freeing up sworn officers to respond to other calls for service. Between January and December 2011, REACT responded to 33 incidents in Glendale, providing traffic control assistance for 1,612 man-hours; a savings of approximately $20,000 per year.

Additionally, an analysis of the program by MCDOT shows that the use of REACT to manage traffic incidents results in a 33% decrease in delays to the traveling public due to an incident.

Glendale's portion of local match funding is $96,600, and will be provided through an in-kind exchange of services for the use of the Glendale Regional Public Safety Training Center for

REACT training until such time as the $96,600 in-kind allotment has been exhausted or until 2025, whichever occurs first.

The recommendation is to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with the Maricopa County Department of Transportation for emergency traffic management mutual aid.

Resolution No. 4582 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR EMERGENCY TRAFFIC MANAGEMENT MUTUAL AID.

11. GLENDALE CIVIC CENTER RENTAL INCREASE

This is a request for City Council to adopt a resolution increasing the rental fees for the Glendale Civic Center, effective July 1, 2012.

The Glendale Civic Center opened its doors in the historic downtown in 1999 and is the largest city-owned multi-purpose facility in the West Valley. The venue offers 40,000 square-feet of space for conferences, tradeshows, private parties, weddings, proms, graduations and meetings. The Civic Center hosts an average of 280 event days with approximately 62,000 guests a year.

In March 2012, the Glendale Civic Center was ranked by "Ranking Arizona: the Best of Arizona Business" as the number one meeting and convention facility of its size in Arizona, surpassing high-level competition including the Ritz Carlton in east Phoenix, Loews Ventana Canyon Resort in Tucson, the Hyatt Regency in downtown Phoenix and the Scottsdale Plaza Resort. Other honors the venue has received include the Bride's Choice Award for 2010 and 2011 from Wedding Wire.

During the Fiscal Year (FY) 2012-13 budget process, staff brought forward a plan to increase rates at the facility, as they had not been adjusted since the Glendale Civic Center opened. Staff presented to Council a proposal to implement a 20% room rental rate increase beginning July 1, 2012 for the Civic Center. Research of comparable rates indicates this increase will keep the facility competitive and will continue to price the venue at a range with our closest competitors.

Council was presented with the rate increase again at the budget meeting on April 23, 2012 and gave approval to include it in the FY 2012-13 budget. The last time Council adopted and approved rental fees for the Civic Center was June 22, 1999.

In accordance with the posting requirements of A.R.S. 9-499.15, a notice of this rate increase was posted to the city website home page sixty (60) days in advance of today's meeting.

The mission of the Glendale Civic Center is to provide top-quality meeting and banquet facilities and service, to encourage local economic growth and to promote a positive identity for Glendale. Increasing facility usage by providing first-class services and products at competitive rates that

generate revenue for the City of Glendale continues to be a positive contribution to the quality of life for the community.

The Civic Center's number one ranking as the best meeting and convention facility of its size in Arizona is a positive reflection on the city and its investment and exemplifies the value of what the venue brings to the city and region.

Overall, it's estimated the Civic Center could generate up to $53,000 in additional revenue with a 20% increase in rates beginning in FY 2012-13. For example, room rental for an average wedding would increase from $856 to $1,027, and an average meeting room cost for the entire ballroom would increase from $2,500 to $3,000.

The recommendation is to waive reading beyond the title and adopt a resolution increasing the rental fees for the Glendale Civic Center, effective July 1, 2012.

Resolution No. 4583 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, INCREASING THE RENTAL FEES FOR THE GLENDALE CIVIC CENTER; AND ESTABLISHING AN EFFECTIVE DATE.

12. FISCAL YEAR 2012-13 COUNCIL STRATEGIC GOALS AND KEY OBJECTIVES

This is a request for City Council to adopt a resolution approving the Fiscal Year (FY) 2012-13 Council Strategic Goals and Key Objectives used to develop this year's budget following direction from Mayor and Council.

In November 2011, Richard Bowers met individually with Mayor and Council to discuss the strategic goals and objectives that were adopted by Council on June 14, 2011. The annual review and discussions indicated there were no significant changes.

The FY 2011-12 Council Strategic Goals and Key Objectives were adopted at the June 14, 2011 Council meeting.

The seven strategic goals re-emphasized Council's commitments to the citizens of Glendale.

Public awareness of the adopted Council Strategic Goals and Key Objectives document is promoted through the publication on the city's website and in its key financial documents such as the budget book.

The recommendation is to waive reading beyond the title and adopt a resolution approving the Fiscal Year 2012-13 Council Strategic Goals and Key Objectives of the Glendale City Council.

Resolution No. 4584 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE STRATEGIC GOALS AND KEY OBJECTIVES OF THE GLENDALE CITY COUNCIL.

Francine Romesburg, a Barrel resident, stated it made no sense that residents are being asked to pay for services that are being decreased. She believes the Bomb Squad Emergency Response Vehicle was not a priority at the moment and that money can go to something else. She stated the city was paying a lot of money on most consent and resolution items when that money can be used to put citizens back to work. She asked the Council to stop spending tax payer money indiscriminately on items that are not practical and stick to priorities that are needed by the citizens of Glendale.

Mayor Scruggs commented that she would like to just address a few things and the comments offered by Ms. Romesburg - she understands why the comments were made. But it's important that everyone realizes that some of the things that have been mentioned in here are being done with funds that are not available for anything else. For example, she noted the downtown alleyway improvements. That is part of a very long term project of improving our entire downtown, the appearance of it, the safety of it and so forth. Those are federal funds. The city has been waiting in line for those for many years. There are federal funds that are available and every city submits their projects through the Maricopa Association of Governments. And then they are all weighted in terms of the greatest benefit. This project, who knows how long it's been in the pipeline, she didn't know. But if we turn it down, it's not money that we can use for libraries or police, its money that goes someplace else entirely. The HALO project, PHI, they will pay the city of Glendale $895,950 for the staffing of six full time firefighter paramedics. So again, this is not money that's coming out of the libraries or things like that. The performing arts grants come out of money that was established in the 1980s. The city of Glendale under Mayor George Renner was the first to establish the percent for arts program. And that means every project that's built in the city of Glendale, which there is hardly any now, one percent goes towards art. That's administered by our Glendale Arts Commission. Again, that money cannot be used for anything else. It goes into the Glendale Arts Commission fund which was adopted by ordinance, established, and the use of those funds is administered by the citizen volunteers on that committee. The key thing is that the money can't just be put in other places.

Councilmember Clark continued to explain the grants and their purpose. She stated these are not pet projects and they were not taken lightly by Council. These projects are being purchased with grant funds. Those that relate to the capital improvement fund have been in the program for five to seven years and their time has finally come. She reiterated that these were not funds that can be used to extend library hours or to change the fees for the Adult Center. These grant funds have a very specific purpose and the city must use them for that purpose only.

It was moved by Frate and seconded by Martinez, to approve the recommended actions on Consent Agenda Item Nos. 1 through 12, including the approval and adoption of Resolution No. 4579 New Series, Resolution No. 4580 New Series, Resolution No. 4581 New Series, Resolution No. 4582 New Series, Resolution No. 4583 New Series, and Resolution No. 4584 New Series; and to forward Liquor License Application No. 5-5344 for the Dirty Pelican Grill and No. 5-6211 for Planet Zong Smoke Shop to the State of Arizona Department of Liquor Licenses and Control, with the recommendation for approval. The motion carried unanimously.

BIDS AND CONTRACTS

13. AWARD OF BID FOR WESTGATE TEMPORARY PARKING LOTS

Jamsheed Mehta, AICP, Executive Director, Transportation Services, presented this item.

This is a request for City Council to award the bid and authorize the City Manager to enter into a construction agreement with Regional Pavement Maintenance of Arizona, Inc. in an amount not to exceed $534,910.76 for construction of two temporary parking lots at Westgate City Center.

The city is required to provide parking spaces at Westgate City Center through its agreements with the Arizona Sports and Tourism Authority (AZSTA), the Arizona Cardinals, Coyote Center Development, LLC and Arena Development, LLC. Until full build-out of this Planned Area Development, it has always been the understanding of the parties involved that this parking will be relocated as necessary to accommodate construction while maintaining the minimum number of spaces required. With the construction of the Tanger Outlets Westgate, alternative parking spaces have been identified to meet the city's obligation for adequate parking for major events in the Sports and Entertainment District.

Parcels have been identified on the Westgate City Center site that must be improved to meet the parking requirements in the existing agreements. Required improvements include grading, paving and striping of the parking lots to be ready before the Cardinals' football season begins in August 2012.

On May 31, 2012, 11 bids were received for this project, with Regional Pavement Maintenance of Arizona, Inc. being the lowest responsive bidder in the amount of $534,910.76.

On September 28, 2004, Council adopted a resolution authorizing the entering into of a Memorandum of Agreement with the Arizona Cardinals and the AZSTA for a multiuse stadium and related improvements.

On May 27, 2003, Council authorized the approval of the Parking License and Agreement with Covenants, Conditions and Restrictions with the AZSTA and the Arizona Cardinals. That agreement was amended on August 15, 2005.

Funds are available in the FY 2011-12 capital improvement plan. There are no operating costs associated with this project once it is complete. Appropriation will be transferred from Land Acquisition (2100-84400-550300) to New Development Infrastructure (2100-84407-550800) in the amount of $534,911.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		$534,910.76

Account Name, Fund, Account and Line Item Number:
New Development Infrastructure, Account No. 2100-84407-550800, $534,910.76

The recommendation is to award the bid and authorize the City Manager to enter into a construction agreement with Regional Pavement Maintenance of Arizona, Inc. in an amount not to exceed $534,910.76 for construction of two temporary parking lots at Westgate City Center.

It was moved by Clark, and seconded by Martinez, to award the bid and authorize the City Manager to enter into a construction agreement with Regional Pavement Maintenance of Arizona, Inc. in an amount not to exceed $534,910.76 for construction of two temporary parking lots at Westgate City Center. The motion carried unanimously.

Vice Mayor Frate asked how many other off-site parking spaces the city had. Jamsheed Mehta, AICP, Executive Director, Transportation Services, provided a slide graphic of the area. He stated the total number of spaces for stadium related events were about 24,000.

14. ACCESS AGREEMENT WITH OUTLETS AT WESTGATE, LLC (TANGER OUTLETS WESTGATE)

Jamsheed Mehta, AICP, Executive Director, Transportation Services, presented this item.

This is a request for City Council to authorize the City Manager to enter into an access agreement with Outlets at Westgate, LLC and to execute the easements provided under that access agreement for parking lot access at the southeast corner of Glendale Avenue and Loop 101.

The city is required to provide parking spaces at Westgate City Center through its agreements with the Arizona Sports and Tourism Authority (AZSTA), the Arizona Cardinals, Coyote Center Development, LLC and Arena Development, LLC. Until full build-out of this Planned Area Development, it has always been the understanding of the parties involved that this parking will be relocated as necessary to accommodate construction while maintaining the minimum number of spaces required. With the construction of Tanger Outlets Westgate, alternative parking spaces have been identified to meet the city's obligation for adequate parking for major events in the Sports and Entertainment District.

One of the lots identified for parking, a 9.84-acre parcel owned by the Arizona Department of Transportation (ADOT), requires access through the Tanger property. This access agreement provides two driveway connections and a pedestrian walkway. As stated in the agreement, Tanger will construct the necessary improvements to provide access to the ADOT lot, and the city will pay Tanger $115,000 to secure the access easements. While the Tanger property is under construction, event traffic, including vehicles and pedestrians, will be separated by fencing to ensure that citizens have safe passage to and from the ADOT lot.

On September 28, 2004, Council adopted a resolution authorizing the entering into of a Memorandum of Agreement with the Arizona Cardinals and the AZSTA for a multiuse stadium and related improvements.

On May 27, 2003, Council authorized the approval of the Parking License and Agreement with Covenants, Conditions and Restrictions with the AZSTA and the Arizona Cardinals. That agreement was amended on August 15, 2005.

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

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		$115,000

Account Name, Fund, Account and Line Item Number:
Land Acquisition, Account No. 2100-84400-550800, $115,000

The recommendation is to authorize the City Manager to enter into an access agreement with Outlets at Westgate, LLC and to execute the easements provided under that access agreement for parking lot access at the southeast corner of Glendale Avenue and Loop 101.

It was moved by Clark, and seconded by Lieberman, to authorize the City Manager to enter into an access agreement with Outlets at Westgate, LLC and to execute the easements provided under that access agreement for parking lot access at the southeast corner of Glendale Avenue and Loop 101. The motion carried unanimously.

15. GLENDALE WESTGATE LODGING INVESTORS II, LLC GROUND LEASE AGREEMENT

Brian Friedman, Economic Development Director, presented this item.

This is a request for City Council to authorize the City Manager to enter into a ground lease agreement with Glendale Westgate Lodging Investors II, LLC (GWLI) for the lease of approximately six acres of the property located directly east of the Hampton Inn & Suites Phoenix Glendale-Westgate.

The city is required to provide parking spaces at Westgate City Center through its agreements with the Arizona Sports and Tourism Authority (AZSTA), the Arizona Cardinals, Coyote Center Development, LLC and Arena Development, LLC. Until full build-out of this Planned Area Development, it has always been the understanding of the parties involved that this parking will be relocated as necessary to accommodate construction while maintaining the minimum number of spaces required. With the construction of the Tanger Outlets Westgate, alternative parking spaces have been identified to meet the city's obligation for adequate parking for major events in the Sports and Entertainment District.

One of the three parcels identified for this purpose is an approximate six acre parcel owned by GWLI which is located directly east of the Hampton Inn & Suites Phoenix Glendale-Westgate. This parcel will provide an estimated 524 parking spaces. Per the ground lease agreement, GWLI agrees to lease the six acres for up to five years, with a two year minimum before GWLI can terminate the lease on the western four acres, and a one year minimum before GWLI can terminate the lease on the eastern two acres.

The city will pay to GWLI rent for the Premises at the rate equal to the full amount of the property tax assessment paid by GWLI each tax period from the effective date until the earlier of the expiration of this lease or termination of this lease by the city.

On September 28, 2004, Council adopted a resolution authorizing the entering into of a Memorandum of Agreement with the Arizona Cardinals and the AZSTA for a multiuse stadium and related improvements.

On May 27, 2003, Council authorized the approval of the Parking License and Agreement with Covenants, Conditions and Restrictions with the AZSTA and the Arizona Cardinals. That agreement was amended on August 15, 2005.

Funds are available in the FY 2011-12 capital improvement plan. The associated cost for rent is an estimate subject to change as it is based on the rate equal to the full amount of the property tax assessment paid by GWLI each tax period. The cost of lighting will be covered by funds available in the Stadium, Fiesta Bowl, and Arena Transportation Operation accounts.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		$40,000

Account Name, Fund, Account and Line Item Number:
New Development Infrastructure, Account No. 2100-84407-550800, $40,000

The recommendation is to authorize the City Manager to enter into a ground lease agreement with Glendale Westgate Lodging Investors II, LLC for the lease of approximately six acres of property located directly east of the Hampton Inn & Suites Phoenix Glendale-Westgate.

It was moved by Clark, and seconded by Frate, to authorize the City Manager to enter into a ground lease agreement with Glendale Westgate Lodging Investors II, LLC for the lease of approximately six acres of property located directly east of the Hampton Inn & Suites Phoenix Glendale-Westgate. The motion carried unanimously.

PUBLIC HEARING - ORDINANCES

16. ZONING TEXT AMENDMENT – ZTA11-01 (ORDINANCE) (PUBLIC HEARING REQUIRED)

Jon M. Froke, AICP, Planning Director, presented this item.

This is a request for City Council to conduct a public hearing and adopt an ordinance for Zoning Text Amendment ZTA11-01 for billboards.

This request to amend the Zoning Ordinance will provide a new definition and a new section to enact zoning regulations and establish a set of development standards to regulate digital billboards along the Loop 101 in the Sports and Entertainment District between Northern Avenue and Camelback Road. Digital billboards will continue to be prohibited in all other areas of the city, and will continue to be prohibited along the Loop 101 between 51st Avenue and Bell Road.

The Zoning Text Amendment will provide a new definition of digital billboards matching size and frequency of advertisement change of the two existing billboards on the Park and Ride Lot property in the Sports and Entertainment District. Digital billboards are proposed to be limited to sites zoned Planned Area Development (PAD). The amendment will require sites to have at least 1,000 feet of freeway frontage and one-quarter mile (1,320 feet) between signs on a single PAD.

The amendment would also prohibit billboards in the Heavy Commercial (C-3) zoning district that is located primarily in the center of the city, including the Glendale Centerline.

On March 1, 2012, Planning Commission conducted a workshop and a public hearing regarding ZTA11-01. No action was taken at the workshop. At the public hearing, the Commission moved to approve ZTA11-01; however, the motion failed 3-4.

On November 15, 2011, staff presented the proposed zoning text amendment to the City Council at their City Council Workshop. Council directed staff to continue working on the amendment. Staff did not perceive any Council consensus for changing the text amendment during the workshop.

Planning Commission initiated ZTA11-01 Zoning Text Amendment for digital billboards at the October 6, 2011 Planning Commission Workshop.

The subject matter for ZTA11-01, digital billboards, was also previously considered as freeway billboard signs as a part of ZTA09-01 by the Planning Commission when ZTA09-01 was under consideration.

Prior to the October 6, 2011 meeting, consideration of freeway billboard signs as a part of ZTA09-01 was withdrawn from consideration by the city.

On August 4, 2011, Planning Commission voted to continue discussion of the section of ZTA09-01 regarding freeway billboard signs to the October 6, 2011 Planning Commission meeting.

On June 2, 2011, Planning Commission voted to continue discussion of the section of ZTA09-01 regarding freeway billboard signs to the August 4, 2011 Planning Commission meeting.

Council rezoned the city's property at the northwest corner of the Loop 101 and the Bethany Home Road alignment to PAD to permit erection of digital billboards by the adoption of Ordinance No. 2702 New Series on September 22, 2009.

Council rezoned the city's sewer lift station at the northwest corner of the Loop 101 and Camelback Road to permit the erection of a digital billboard by the adoption of Ordinance No. 2701 New Series on September 22, 2009.

Council rezoned the city's Park and Ride lot to PAD by the adoption of Ordinance No. 2686 New Series on June 23, 2009, to establish zoning which would satisfy the Arizona Department of Transportation to permit erection of the first two digital billboards.

The city adopted the Westgate PAD through a public hearing process in 2002, which included a number of outdoor building and digital signs.

Council approved a comprehensive update of the Zoning Ordinance in 1993, which included billboard regulations.

By providing a new section concerning digital billboards, the current section that addresses billboards will remain unchanged, except for the prohibition of billboards in Heavy Commercial (C-3) zoning districts. Eliminating C-3 zoning districts would help protect existing established neighborhoods and historic districts.

Existing billboards will not be converted into digital billboards with changeable panels. A new section for digital billboards will ensure that proposed site locations have demonstrated a significant existing investment in the community, and prevent placement on sites, which could negatively impact neighboring residential areas and property values. The amendment will emphasize that digital billboards are only to be erected in proximity to the Sports and Entertainment District.

On May 24, 2012, a legal notice was published in *The Glendale Star*, which indicated which sections of the Zoning Ordinance were proposed to be amended. On May 25, 2012, staff, as the applicant, mailed notification postcards to property owners within 300 feet of the proposed area within the Sports and Entertainment District and those persons listed as Interested Parties on the City-Wide Additional Notification list.

Public testimony concerning ZTA11-01 Digital Billboards occurred at the Planning Commission meeting of March 1, 2012.

On November 9, 2011, a neighborhood meeting was held at the City Council Chambers and approximately 30 people attended. The comments received repeated those previously mentioned concerning dimensions and standards of the existing billboards on the city's Park and Ride Lot as the standard for future billboards.

Public testimony concerning freeway billboard signs occurred at the Planning Commission meetings of June 2, 2011, and August 4, 2011, as part of ZTA09-01 Zoning Text Amendment

Ordinance Update. During the June 2, 2011 Planning Commission meeting, concern was expressed regarding the impact of digital billboards on the existing community located along the Loop 101 between 51st Avenue and Bell Road.

The recommendation is to conduct a public hearing, waive reading beyond the title, and adopt an ordinance for Zoning Text Amendment ZTA11-01.

Ordinance No. 2805 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 THE ZONING ORDINANCE OF THE CITY OF GLENDALE, ARIZONA, FOR BILLBOARDS AS FOLLOWS: ARTICLE 2 (DEFINITIONS AND RULES OF CONSTRUCTION), SEC. 2.300 (DEFINITIONS); AND ARTICLE 7 (GENERAL DEVELOPMENT STANDARDS), SECS. 7.103(F) AND (K), 7.106, AND 7.110; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

The motion was made by Clark, and seconded by Knaack, to table this item to the meeting to be held on June 26, 2012. The motion carried unanimously.

17. INCREASE TRANSIENT LODGING PRIVILEGE TAX (ORDINANCE) (PUBLIC HEARING REQUIRED)

Diane Goke, Chief Financial Officer, presented this item.

This is a request for City Council to conduct a public hearing and adopt an ordinance amending Glendale City Code Chapter 21.1, Sec. 447, increasing the current additional tax rate upon Transient Lodging (bed tax) Privilege (sales) from 3.4% to 5% and dedicating the proceeds from the increased tax rate for tourism promotion, effective August 1, 2012.

Nationally, cities dedicate a portion of their hospitality-related tax revenues, generated via a bed tax, to fund their respective community's tourism and marketing efforts to attract new visitors. The state law allowing the City Council authorization to increase this tax requires that a portion of the additional revenue be dedicated toward promotion of the hospitality industry. Locally, Mesa, Phoenix, Scottsdale, and Tempe dedicate a portion of their bed tax towards this effort; most communities use their Convention and Visitor Bureau (CVB) to meet this objective.

Annually, Arizona receives over $18 billion in tourism-related revenue. Increasing the amount of funding for the Glendale CVB funding through the bed tax adjustment will allow Glendale's hotels and other businesses, such as restaurants, bars and retail establishments, to capture a larger portion of tourism-related business while enhancing economic vitality throughout the city.

On September 25, 2007, Council adopted ordinance 2589 new series amending the Glendale City Code to enhance the public safety fund by four tenths of a percent (.4%), thereby increasing the bed tax rate to 3.4%.

On June 28, 1988, Council adopted ordinance 1552 new series amending the Glendale City Code to establish a 3% bed tax rate.

As Glendale continues to expand its reputation as a sports and entertainment destination market for Arizona and points beyond, the opportunity to attract more visitors greatly increases. Increased tourism in Glendale will directly result in more bed tax revenue to the city. The resulting increase in this revenue will directly contribute to and supplement services provided to the community, including services offered by the CVB.

The CVB met with representatives from all 12 Glendale hotel properties. The purpose of these meetings was to receive their input on increasing the city's bed tax rate in order to expand CVB marketing and sales initiatives that would positively impact visitor spending and hotel room nights. One hundred percent (100%) of all Glendale hoteliers were in support of raising the city's additional tax on the Transient Lodging (bed tax) rate to 5% if the additional revenues were dedicated to CVB operations and initiatives to promote tourism in Glendale.

In accordance with the posting requirements of A.R.S. 9-499.15, a notice of this rate increase was posted to the city website's home page sixty (60) days in advance of today's meeting.

The increase to the current bed tax from 3.4% to 5.0% is expected to generate approximately $500,000 for FY 2012-13. This additional revenue will be dedicated to the Glendale CVB operations to enhance tourism related initiatives in the community.

The recommendation is to conduct a public hearing, waive reading beyond the title and adopt an ordinance amending Glendale City Chapter 21.1, Sec. 447, increasing the current additional tax rate upon Transient Lodging (bed tax) from 3.4% to 5% and dedicating the proceeds from the increased tax rate for tourism promotion, effective August 1, 2012.

Councilmember Clark remarked that this idea had been generated by a hotel in Glendale which gathered support from the other Glendale hotels. Diane Goke, Chief Financial Officer, stated she was correct. Councilmember Clark asked to make clear this idea was not created by Council. She added the entire 5% that is generated will go to Glendale's Visitor and Convention Bureau. Ms. Goke clarified that only the increase will be going to the Bureau and will only go to promote hotels in Glendale.

Mayor Scruggs commented that Council went over this extensively in budget workshop and she did want to clarify some of this. She addressed Ms. Goke and added that perhaps Mr. Skeete might need to step in. She stated that Councilmember Clark specifically asked whether the tax would go only to promote Glendale hotels.

Mr. Skeete explained the Glendale CVB promotes tourism activity in the entire west valley. The funds generated from the increased bed tax will be dedicated to only promoting activities within the city of Glendale.

Mayor Scruggs added that she did speak to Ms. Green who indicated this whole effort was on behalf of the lodging industry and Ms. Green stressed with me again, and this would be an

administrative matter, the importance of having a Convention Visitors Bureau Board that included the private sector and that they would make the decisions regarding the use of those funds. So in other words, the funds aren't to go pay for Glendale Glitters because that promotes tourism. That is not what they are for. They are to be used to reach out to convention business which might pass the city by if they were not assisted in some way with the cost of coming here. And this is what is normally done by the Convention Visitors Bureau. So Ms. Green wanted me to stress again the importance of having that group of people who oversees the money and make sure it is used for the purpose for which they lobbied hard to get the tax. Is that your understanding Mr. Skeete?

Mr. Skeete replied yes. He said the city will be working closely with the hotels in this area to develop a board and a related budget to be able to manage and disperse that money for the purpose for which it was collected.

Mayor Scruggs commented that she believes that will go a long way in helping them feel that their efforts to bring this forward are going to achieve exactly what they intended. So if this passes tonight, as soon as that's communicated, she would suggest Mr. Skeete go right to Ms. Green with that. It will make a lot of people happy.

Councilmember Lieberman commented the Convention Bureau currently has $30,000 in funding made up of membership payments from many organizations throughout the valley. He wondered if those organizations were aware the added bed tax will only be going to Glendale. Mr. Skeete indicated the city had made those organizations aware of that fact. Councilmember Lieberman added the city will also be receiving $67,000 in grant money from Arizona State and Tourism Board and that will also only be used for Glendale. Ms. Goke explained the $67,000 was grant funding to be used exclusively in Glendale. Councilmember Lieberman asked what the last grant funding from the Arizona State and Tourism was used to pay for. Ms. Goke explained that funding was spent throughout the year on tourism related items.

Councilmember Alvarez asked what the fund balance was to date. Ms. Goke stated she did not know the exact amount at this time. Councilmember Alvarez indicated she somehow had a figure of $140,000 as an average fund balance and asked for Ms. Goke to check on that. Ms. Goke restated she was not sure of the current amount, however, the grant funding for this year was $67,000 and for last year it was $50,000. She added that possibly over the years, it might have been well in excess of $140,000, but does not have those exact figures.

Ordinance No. 2806 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 21.1 (MODEL CITY PRIVILEGE (SALES) TAX CODE) BY INCREASING THE PRIVILEGE TAX RATE FOR THE ADDITIONAL TAX UPON TRANSIENT LODGING FROM 3.4% TO 5.0%; DEDICATING THE PROCEEDS FROM THE INCREASED TAX RATE FOR TOURISM PROMOTION; AND SETTING FORTH AN EFFECTIVE DATE OF AUGUST 1, 2012.

Mayor Scruggs opened the public hearing on Agenda Item No. 17.

Mayor Scruggs called Francine Romesburg as a speaker's card had been completed; however, she declined to speak.

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

It was moved by Martinez, and seconded by Knaack, to approve Ordinance No. 2806 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Clark, Lieberman, Knaack, Martinez, Frate, and Scruggs. Members voting "nay": none.

Councilmember Alvarez's telephonic connection was lost and her vote was not heard.

18. INCREASE OF PRIVILEGE TAX RATE (ORDINANCE) (PUBLIC HEARING REQUIRED)

Diane Goke, Chief Financial Officer, presented this item.

This is a request for City Council to conduct a public hearing and adopt an ordinance amending Glendale City Code Chapter 21.1 to increase the current Privilege (sales) tax rate by seven-tenths (.7) of one percent to a total of 2.9%, across all categories excluding residential rental, mining, and transient lodging, effective August 1, 2012.

Since 2009, city sales tax collections have declined substantially due to the economic downturn. City sales tax, which constitutes the largest portion of the General Fund operating revenue, went from seven years of annual growth of greater than 5%, to a three year trend of steady decline. At its peak in FY 2006-07 collections totaled approximately $63.6 million; for FY 2011-12 collections are approximately $51.9 million.

FY 2012-13 Budget

After a comprehensive analysis of departmental budgets and the fixed costs associated with the general operations of the city, staff recommends an increase of seven-tenths (.7) to select categories of the privilege tax rates. This increase will bring the total city sales tax rate to 2.9%.

Glendale has not raised the General Fund's portion of its sales tax rate since 1990. Increasing select rates by seven-tenths (.7) is expected to raise approximately $23 million for the General Fund in FY 2012-13. This additional revenue, in combination with about $9 million in expenditure reductions to the General Fund operating budget, will fund the redefined operational and service needs of the community.

A forecast of revenues and expenditures assuming the additional revenue realized from this action indicates the General Fund operating budget will return to a healthier state in approximately five fiscal years with an ending fund balance of $14 million. Considering this, staff is recommending that at such time Council should explore the possibility of repealing all or some of the tax increase.

In addition to addressing the forecasted revenue shortfall over the next five fiscal years, the increase in sales tax revenue will enable staff to better pursue refinancing and restructuring of the MPC and PFC outstanding debt. This, coupled with a focus on fiscal restraint, will allow for the systematic rebuilding of the General Fund balance and may result in an improvement in the city's bond ratings.

At the May 22, 2012 Meeting, Council adopted a preliminary budget for FY 2012 -13.

At the April 23, 2012 Budget Workshop, staff presented the City Manager's Recommended Budget for FY 2012-13 that reflected the input Council provided during the eight budget workshops. This budget called for a seven-tenths (.7) increase to the privilege tax rate.

At the February 7, 2012 Budget Workshop, Council began a systematic review of each departments' operating budget in order to determine possible areas to reduce operational expenses for the FY 2012-13 budget.

Adjusting the privilege tax rate in select categories by seven-tenths (.7) will prevent the elimination or reduction of key city services that are funded from the General Fund. Services that are currently provided from the General Fund budget include but are not limited to: the majority of the police and fire protection budget (67%); parks, recreation, and library services; a portion of the transportation services budget (21%); street maintenance, code compliance, development services such as planning, building safety, and engineering; and the Community Action Program office.

All eight budget workshops were open to the public and were posted publicly per state requirements. The Council budget workbook materials were posted publicly along with each of the workshop's meeting agenda.

In accordance with the posting requirements of A.R.S. 9-499.15, a notice of this rate increase was posted to the city website's home page sixty (60) days in advance of today's meeting.

For the FY 2012-13 budget, the increase in select privilege tax rates is expected to generate approximately $23 million for the General Fund. The rate will be effective August 1, 2012.

The recommendation is to conduct a public hearing, waive reading beyond the title and adopt an ordinance amending Glendale City Code Chapter 21.1 to increase the current Privilege (sales) tax rate by seven-tenths (.7) of one percent to a total of 2.9%, across all categories excluding residential rental, mining, and transient lodging, effective August 1, 2012.

Mr. Skeete provided some opening remarks on this item. Mr. Skeete stated item 18 was an increase in the Privilege sales tax rate by seven-tenths (.7) of one percent to a total of 2.9%, across all categories excluding residential rental, mining, and transient lodging, effective August 1, 2012. Over the last few weeks, staff has been considering and will bring forward to Council for action at the next evening meeting an amendment to allow for the single retail item purchase of greater than $5,000 to remain at the constant and current level of 2.2%. This change in the proposal is necessary in order to make sure the businesses that engage in the sale of large priced

items in the city remain competitive with the surrounding communities. This change will result in a reduction in the revenue forecast in about $1 million. Next week, staff will recommend ways to recover and reduce expenses to recoup the million dollars for next FY.

Diane Goke, Chief Financial Officer, presented the summary.

Councilmember Lieberman read information from the April 23rd budget meeting workshop citing the lack in revenue and city reductions. He stated he will not vote for any budget that contains a .7% sale tax increase and in five years give away $92 million to make sure Glendale has a hockey team. He said the city cannot afford to keep the Coyotes in Glendale. The city cannot approve anything that will harm city's businesses. He believes this was an idiotic use of the city's money and will not vote to approve it.

Councilmember Clark commented on Mr. Skeete's earlier remarks on staff bringing forward a two tier system for large ticket items as well as ways to cover the $1 million reduction in revenue. She explained this item will come before Council in an evening meeting for a vote as an amendment. This will be after Council makes their recommendations tonight. Mr. Skeete stated she was correct. Councilmember Clark disagreed with Councilmember Lieberman's remarks that the money being used to keep the Coyotes in Glendale was a giveaway. She explained that it was a payment for service and a payment to manage the arena. She noted that if it was not the Jamison Group at $17 million a year, the city would still have to pay for managing the arena. She indicated that even with the figure the Mayor was using of $10 million that was still $50 million over the next five years to manage the arena without the Jamison Group. She reiterated she did not consider it a giveaway since they are paying for a service.

Mayor Scruggs asked Ms. Goke to come back up. She commented that several people were explaining their votes already and there really haven't been any questions asked. She continued that she had more to add later but one thing she wanted to say right now, so it will not go any further. She withdraws any comment she ever made regarding $10 million as the right figure because at this point in time, she thinks what the city needs to do is to just start over and go out to bid. She doesn't know if it's $10 million. She was trying to figure out from other sources and so forth, but since then she has received a whole lot more information. She withdraws any comment regarding $10 million. And she would like to ask a question that has to do with this and if others have questions, she didn't think it was time to explain votes until the public hearing has been conducted.

Mayor Scruggs asked when coming up with the revenue forecasts that were put into the budget books for what would be gained from the sales tax, was any accommodation made for leakage at all? Leakage meaning for example, some of her friends and neighbors – saying, oh well they will just jump on the 101 and go a mile and a half to Costco which is over at 33rd Avenue and Beardsley versus going down to the one at 79th and Bell. Was leakage built in? She commented that she was not sure if it was the right term. She clarified that what she meant was - that sales will not occur because people will shop at the same exact place in another city with a lower tax that's just as convenient.

Ms. Goke stated the estimate was made based on business they currently have in the city.

Mayor Scruggs stated that is what she thought. So no one said - well we might lose 10%? The sales as what they are now were used then the .7% was applied and they came up with the answer.

Ms. Goke replied yes.

Councilmember Knaack asked if the city would still have to raise the sales tax to balance the budget even without the Coyote issue. Ms. Goke replied yes.

Mayor Scruggs commented well yes and no. Because the city is going to cut another million dollars out of what we have here tonight in order to accommodate the large purchases. So if the difference is $6 million that could have been done through budget workshops. In other words, it's not always a matter of going out and getting more money, you can also reduce expenses. And she thinks that's what Mr. Skeete said he is presenting to Council next week. So yes, if it is assumed that there are no expenses that can be reduced but evidently there are because there are going to have to be in order to make this all come into balance. She continued that if you think the only way to meet expenses is to raise taxes - that's one way to approach it. The other way is to reduce expenses. Yes it could be layoffs or it could be many things. But we have not examined that – is the point. She continued that she did not believe there could be a blanket statement made that the answer to everything is to raise the sales tax rate because it can be done. In other cities the privilege does not belong to seven individuals to just raise the tax. She added that Council is explaining their votes already without having the public hearing. She asked to continue with the public hearing.

Councilmember Clark stated that as she understood it, the city currently had a deficit of $35 million in the GF. Mr. Skeete stated she was correct. Therefore, if they eliminate the Coyotes situation from the entire conversation, the city was still approximately $27 million in deficit. Mr. Skeete explained that with a simplistic mathematical approach, the city subtracting the $17 million from the $35 million would leave an $18 million deficit for the city. Councilmember Clark asked which two sources the GF receives their money from. Mr. Skeete explained GF revenue was largely comprised of city sales tax and state shared revenue. Councilmember Clark stated her point was that over the years, the city has lost approximately 31% of their state shared revenue and had a 14% decline in city sales tax revenue. As a result, the city has taken two very large hits to the GF; however, they have still been able to make up a $35 million deficit through budget cutting and other measures. She commented on the many workshops the Council had in order to find ways to reduce the budget. Therefore, the Council did not one day decide that the only way to balance the budget was to raises taxes but were diligent in their task to reduce the budget in other ways. She explained the Council had gone through extensive exercises to reduce as much as they could identify in the budget in addition to what staff was able to find on their own to reduce the deficit.

Councilmember Martinez reiterated once again that the $17 million did not just disappear with the Coyotes; the city still has to pay an operating management fee of some kind. The fee can be anywhere from $10 million to $25 million. Mr. Skeete agreed that the management fee had a wide range and with or without the Coyotes it still has to be paid. Councilmember Martinez

commented on the many revenue losses the city has seen since the recession which has brought them to this point. However, everyone still seems to be focused on the arena and the Coyote issue. He remarked on staff's new recommendation of a two tier system for large purchases. He looks forward to receiving this new information in workshop and believes most Councilmembers were in support of it.

Ordinance No. 2807 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 21.1 (MODEL CITY PRIVILEGE (SALES) TAX CODE) BY INCREASING PRIVILEGE AND USE TAX RATES BY SEVEN-TENTHS OF ONE PERCENT (.7%), EXCEPT FOR THE PRIVILEGE TAX RATE ON THE BUSINESS OF RENTING OR LEASING REAL PROPERTY FOR RESIDENTIAL PURPOSES, MINING AND THE ADDITIONAL TAX UPON TRANSIENT LODGING; AND SETTING FORTH AN EFFECTIVE DATE OF AUGUST 1, 2012.

Mayor Scruggs opened the public hearing on Agenda Item No. 18.

Jackson Moll, representative of the Home Builders Association of Central Arizona, stated his association was deeply concerned with the proposed sales tax increases. He noted that given today's economic climate, an increase in the cost of doing business will make Glendale less competitive with other communities for business and investment. The increase will be particularly damaging to the viability of homebuilding in Glendale. He said research has consistently indicated that consumers will leave high tax jurisdictions to make major purchases in other jurisdictions with lower sales tax rates. He noted that raising the sales tax will have the likely effect of erasing the progress made towards recovery by pushing consumers trying to find new homes to neighboring cities. This means Glendale will no longer be able to compete for the sales tax, impact fees, development fees, and increase tax base that comes from new home construction. The Home Builders Association respectfully requests the Council vote no on the new proposed sales tax increases. However, if passed, he asked the Council to include new home sales as a big ticket item.

David Kimmerle, representative of Sanderson Ford, asked that in the future, anytime the Council was faced with this kind of decision involving a sales tax, they include the business community. He said he was appalled by the Council's decision to not include the business community at all. He thanked Mayor Scruggs, and Councilmembers Lieberman and Alvarez for coming and asking his opinion. He noted he had been in Glendale 57 years and had been treated like an outsider. He read a letter from his family regarding the many tribulations their business has gone through during the many years they had been in business. They never thought they would also have to contend with the city of Glendale treating them as outsiders and threatening their business simply because they could not tighten their belt in spending. He explained that their sales tax goes to their businesses bottom line and was threatening their business and livelihood. He noted that his family's letter had been written April 21st and had received no response from the city. He stated that if Council votes for the .7% increase tonight, they are certain to have a referendum on it tomorrow.

Karen Mahon, a Barrel resident, she said the last time she attended a Council meeting, the Mayor admonished those that opposed a tax increase and the Coyote deal because not enough of them show up. Therefore, she has been putting up flyers in many business stores encouraging them to attend the meetings. She indicated that while doing this she had talked to a lot of unhappy business owners that were very concerned with the proposed tax increase. She explained that many are struggling to stay in business. Many of the business owners expressed their worry about the Council not having their best interest when making these types of decisions as well as the Council not caring about what they think. She noted the Coyote fans and executives were nowhere in sight since they came and got what they wanted from the tax payers. However, many tax payers were here tonight to express their disapproval of any sales tax increase.

Mayor Scruggs commented that she believed it was the Vice Mayor that admonished the speaker last week, not the Mayor. He made that in his remarks.

Sandra Petraitis, representative of the Glendale Chamber of Commerce, thanked Councilmembers Martinez and Knaack for meeting with them and taking the two tiered tax suggestion to staff. She also thanked city staff for wanting to evaluate that suggestion and coming forward with it. The Glendale Chamber represents at least 600 businesses and all are opposed to a tax increase. They believe it will be detrimental to business in Glendale and their ability to compete with other municipalities. She acknowledged the city was currently in a very difficult situation. She reiterated her support for the two tier recommendation.

Robert O'Callaghan, a Sahuaro resident, stated he has been in Glendale since 1958 when it was a good community to raise a family. However, today they were talking about raising taxes and paying for a Coyotes team. He believes they were stealing from future generations and this was unacceptable. He was embarrassed to tell people he lives in Glendale. He also had a problem with a Council that did not respect the people or listened to them. He stated he was opposed to any sales tax increase of any kind and asked the Council to come up with other ways to raise money as well as find ways to draw people to Glendale and not penalize the citizens that are staying.

Rod Williams, an Ocotillo resident, stated the city was getting ready to approve the Coyotes deal, sales, property and bed taxes as well as decreasing services. He believes the city has indeed failed in their pledge to protect and obey the laws of Arizona. He discussed the city using city funds to cover losses specifically for the Coyote matter. He questioned the legality of using these funds when they could be used in other areas of the city. He talked about the CVB issue and questioned the totals provided by staff. He stated he opposes any tax increase and if passed it should go to a referendum and special election.

Manuel Cruz, a Yucca resident, discussed Glendale's proposal for a sales tax increase in order to reach a healthier GF balance in the coming years. However, the proposed sales increase is already having detrimental effects on the business community. He also had concerns with the lack of conversation the city has had with the business community. He commended staff on the proposed two tier approach, however, cannot support a sales tax increase.

Arthur L. Thurston, a Cactus resident, stated he has attended almost every meeting in order to express his concerns regarding the many issues facing the city of Glendale. However, he believes his efforts have been to no avail. He noted the big name businesses attending tonight are meeting. He remarked on David Kimmerle a representative of Sanderson Ford, who claimed he had lived in Glendale for 57 years, yet this was the first time he had ever seen him attend a Council meeting and the last thing he heard was that Mr. Kimmerle was vacationing in Hawaii. He said the same applied to the many new faces he sees tonight. He challenged them and wondered where they had been all this time. He said if they had been attending the meetings all along, they would not have to come in now and threaten referendums and a new election on everyone. He questioned the fairness of giving the car dealers a break on big ticket items when they were not willing to give the everyday people who live in Glendale the same break. He opposes the tier tax since it was not fair to the poor and gives breaks to the rich. He suggested bringing forward a sin tax. He offered $300 to anyone who can tell him how many citrus trees were at Sahuaro Ranch.

Walt Opaska, a Cholla resident, stated many here know he is running for Mayor of Glendale. He was glad he was not sitting up there and if he was, he would be ashamed and embarrassed. He said with their vote tonight they will be giving Glendale the dubious distinction of having the highest sales tax rate of any large city in this country. He noted that before this, Glendale was number one in the state and that should not be something they should be proud of. He noted that having the highest sales tax in the county is going to drive retail business and consumers out of Glendale and into neighboring cities. He asked the Council to do right by Glendale and vote no on sale tax increases and no on the budget.

Francine Romesburg, a Barrel resident, stated her opposition to the sales tax and said it was insane to be considering this when many people are having trouble just getting by. She said that many were fighting for their lives just to put food on the table. She believes by doing this they will be killing the city and businesses in Glendale. She said if this tax goes through many will leave and shop elsewhere. She reiterated the fact that people are struggling in their everyday lives and having the added burden of a tax increase will make things even harder on everyone. She suggested the city put the arena out to bid and stop spending large amounts of money staying with the Coyotes. She disagreed with Vice Mayor Frate's suggestion of laying-off employees to balance the budget and was concerned with his quickness to offer that suggestion.

Vice Mayor Frate interjected stating his comment was actually that he did not want to lay-off people to balance the budget. Ms. Romesburg suggested the Council then take a cut in pay.

Diane Douglas, a Sahuaro resident, stated her opposition to the sales tax increase. She expressed her distress to hear that four of the Councilmembers voted to gift away millions of dollars in tax payer money and now they are ready to vote on raising city taxes to support special interest subsidy. She stated that one of the most insidious things in her opinion was the Council's willingness to tax food that was needed to feed Glendale families. She indicated they will hurt businesses and encourage people to shop elsewhere. She explained the city had a spending problem not a revenue problem. She noted tax payer money was not the government's money to take as they see fit but it was their money, first, last and always. She asked them to vote against this increase and for Council to remember they were supposed to govern not rule them.

Nicholas Wood, representative for Sands Chevrolet, asked if there was a way to consider the amendment of purchases over $5000 sooner than two weeks from now because of the threats being heard today about launching a referendum should the Council decide to move forward. He believes they could possibly be caught in the middle of this issue because of the timing.

Vince Ornelas, a Cactus resident, stated his opposition to the sales increase being proposed. He believes it will hurt the business community as well as the people who live in Glendale. He indicated that in his opinion, the city has opened their pocket books wide for outsiders such as for the Coyotes. He said the citizens of Glendale have contributed year after year to the city and now they are being taxed for their efforts. He reiterated this tax will not only hurt big business but also city residents.

Anthony Kern, a Sahuaro resident, stated he was adamantly opposed to the proposed sales tax increase. He explained businesses and citizens are already hurting even without the added burden of a new sales tax. He said he was also opposed to the Coyote deal and had seen many citizens express that same opinion when the Council approved moving forward with the Coyote deal. He heard citizens asking the Council to stop the vote for two weeks and read the contract fully, to no avail. He noted the city cannot afford the deal when they were so much in debt. He believes it was insanity on part of the Council to approve both the Coyote deal and the sales tax increase. He explained most citizens he has talked to are not happy with any of the Councilmembers. He believes each Councilmember should be out talking to their constituents and listening to their concerns and opinions on these important matters that concern everyone living in Glendale. He indicated the Council is to blame for the reckless spending decisions that have been made in the past 10 years. He asked the Council to please vote no on any sales tax increase.

Don Thompson, a Yucca resident, stated it seemed that everyone here tonight was in opposition to the tax increase as was he. He explained that history has shown them that every time taxes are raised, revenues fall. However, when the tax rate goes down, revenues rise. He challenged them to become heroes and lower the tax rate, then all the leakage that was talked about will come to Glendale.

John Carter, a Yucca resident, stated he heard Council give many excuses for the crises the city was in today. He even heard a Councilmember complain that he tried to meet with some car dealer but they were on vacation. He wonders if that same Councilmember ever takes a vacation. He believes a sales tax increase will be very detrimental on all sales in the city. It will also discourage any business from coming into the city. It will also be the reason for other businesses to fail or leave. The proposed property sales tax will also put a burden on all property owners especially the retired and low income since they need tax relief not more taxes. He mentioned the city's issues regarding lay-offs and decreases in services and asked the Council to start managing the city and its residents.

Mayor Scruggs closed the public hearing.

Councilmember Alvarez stated she will vote against the tax increase as well as the budget. She said the problems started with the Coyotes issue and the Council not paying attention to the law. She indicated it was time to admit the Council made a mistake with the Coyotes and Camelback Ranch and now this was affecting all city services. She believes the Council was taking money from the citizens when they were the ones paying taxes. The citizens expect city services such as libraries and public amenities. She restated her disapproval of any tax increase and will vote against it especially when they were giving money away such as for the Coyote deal.

Councilmember Clark stated that she keeps hearing the term "giveaway" when she has explained to everyone that this was not a giveaway. She wondered if they were just not listening or have just made up their minds on what they wish to accept. She noted that what the Council was being accused of was also happening with the citizens not wanting to listen to some of the Councilmembers explanation and opinions. She said this was a very sad state of affairs they were in. She wondered how many times they have to say that this was a payment for services. She noted it was very upsetting to hear some say that some of the Council had the attitude of "so what" in raising taxes. She reminded everyone that the Council has never been one to raise taxes and in fact had lead many charges in reducing food and property taxes a few years ago. Additionally, when taxes were not being reduced they stayed stable. Her point was that they try to adjust to what is called for at the time.

Councilmember Clark said as far as the sunset option, the Council has asked to look at the rates every year for the next five years and the minute they see light at the end of the tunnel, they will start reducing taxes since their intent was not to do this forever. She explained the city was going through a rough patch at the moment. She hopes they don't dare try and blame it all on the Coyotes because that was not the whole picture. She was very tired of people saying that when it was not true. She was not happy about having to raise taxes but believes this was necessary at this time to have to raise them. She also stands by her vote to support the Coyotes and thinks it is the right action to take at this point in time in what she believes was best for Glendale.

Vice Mayor Frate stated the last time their sales tax was raised was in 1993, shortly after Mayor Scruggs became Mayor. He asked if Mayor Scruggs recalled how much it was raised.

Mayor Scruggs commented that in 1992 the Council did vote a 20% increase from 1.~~/~~0% that was established when the property tax was established in the 1950s to 1.2% because of the economy. And every other increase after that was voter approved.

Vice Mayor Frate stated this will be the first sales increase he will be able to vote on. He noted that at every meeting, Councilmember Lieberman seems to say the same thing, that the Jamison Group has no money. In response, he would like the public to know that in their lease agreement it says that if either party cannot fulfill their obligation, they break the agreement. He said they all heard Mr. Cruz, Mr. Kern, Mr. Douglas, Mr. Opaska, Mr. Ornelas, all running for office for Mayor or Councilmember for Glendale, speak tonight. He noted that anyone can come preach one thing but be the beneficiary of another. He remarked that when things are tough, they need to make adjustments, when things are easy, they also need to make adjustments.

Mayor Scruggs stated that she was going to explain her vote. She said she voted against the arena management agreement with the Coyotes so anything related to that budget, the sales tax, so forth, she will continue to vote against because that is worth a huge part of the budget. The city has an already unstable budget. The city has a lot of debt that is backed by sales tax. She commented that she started to do some research because she was not able to get any answers directly but she tried to research on her own. The city debt that is the arena, the Cabelas, the parking garage, Channel 11 studios etc. everything that is backed by sales tax and what happens if you don't have enough sales tax to meet the debt, the city is required to raise the sales tax. She continued that she felt very strongly that this is just the beginning of a slippery slope and it needs to stop right now. Where is the money going to come from? Well she heard Mr. Kimmerle say, I think I heard him say it about 57 times recently, you have to tighten your belts. What does that mean, she didn't know? But Council went through a budget process. There were certain things that were asked for, Council asked about buildings that could be sold, property that could be sold; the only ones that came forward were the ones that were unrealistic to sell. She continued that she thinks the city can go back and look at that. There are other things that Council has to look at. This will not be the end as far as she was concerned. When looking at the budget it was commented that it would be a five year tax but if you look on page 26, it says clearly that in five years the Council should explore the possibility of repealing some or all of the sales tax increases because things are going to be so much better. The only problem is the forecast in here is incorrect in that it shows that the arena management payment in the fifth year is $3 million less than what it really is if you read the contract. So therefore you're already $3 million in the hole in the fifth year. It's just not going to work. It will be one sales tax increase and it's going to hurt every business in Glendale to help one business in Glendale. She cannot support this, some are going to say what's the answer and the city should have figured that out in all those months of budget hearings and so on. She was going to let others express their votes before the phone connection to Councilmember Alvarez failed.

Councilmember Martinez agreed with Councilmember Clark's comments regarding everyone calling this a give-away when it was an arena management fee payment. He restated the payment for the first year will be $17 million if the deal goes through and an average of $14 million after the first year. He commented on the Pollock report which showed that the city was better off with the Coyotes staying in Glendale and the city was not in violation of any gift clause. As far as the sales tax issue, the city has lowered property tax in the past and kept other taxes stable. He will be supporting both the sales increase and the Coyote deal. He realizes there was not much support from the business community, however, at this point they should move forward until they have other options. He hopes to reduce it in the future when times get better for everyone economically.

Councilmember Knaack stated most of what she was going to say has already been said. However, she did want to express her appreciation for all the people coming and speaking here tonight. She understands their frustration for the sales increase because she feels the same way; however, by not voting for this some people might not have jobs tomorrow. She noted this was probably one of the hardest decisions she's ever had to make since she was a business person and had been a member of the Chamber. And for those reasons, she really does not want to do this but for her the alternative was worse and they were out of options. She added she was not happy with the tier system that was going to be presented and would rather it be more like Avondale or

Goodyear. She will vote to support the sales tax and hopes to bring it down in the near future when possible.

Vice Mayor Frate asked if the agreement tonight will include a sunset clause in five years. Mr. Tindall stated the sunset rule will be reflected in the ordinance. Councilmember Clark noted Council will be dealing and voting on that ordinance tonight. Mr. Tindall stated Council can always offer an amendment to the ordinance.

Mayor Scruggs stated that the five year forecast is wrong. So just so you know when you vote for this sunset thing - this tax is going to go away, you're already short $3 million in the budget book. So the projection that in 2017 the city will have this humongous sum of $11 million in its GF, which is so far below any financial guidelines we've ever had - that will now go down to $8 million. But go ahead. Some of the folks out here will have to deal with it, she stated.

Councilmember Clark moved to include a sunset amendment to the ordinance. Mr. Tindall provided the correct wording.

Mayor Scruggs noted they had lost connection with Councilmember Alvarez and will wait to get reconnected to proceed with the vote.

It was moved by Clark, and seconded by Knaack, to approve Ordinance No. 2807 New Series and amend Section 4, to reflect the effective dates of the ordinance as follows: the provisions of this Ordinance shall become effective on August 1, 2012 and shall terminate on August 1, 2017. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Clark, Knaack, Frate and Martinez. Members voting "nay": Alvarez, Lieberman and Scruggs.

It was moved by Clark, and seconded, by Lieberman, to hear item 23 out of order, at this time. The motion carried unanimously.

23. COUNCIL APPOINTMENT OF ACTING CITY MANAGER

This item was moved forward on the agenda.

This is a request for the City Council to appoint an acting city manager.

The Glendale City Charter provides for the appointment of an acting city manager. The Charter states:

> Art. III, Sec. 5. Assistant City Manager
> . . . In the event the city manager resigns or is removed for any reason, the council shall appoint an acting city manager at the first regular meeting following such vacancy.

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

Councilmember Alvarez informed the public she supports the appointment of Horatio Skeete as acting city manager, however, only as interim city manager until the Council gets to fully evaluate him. She would like to make that very clear as they move forward. She explained a whole vetting system should be in place to find the right person to be the next city manager after January. Councilmember Lieberman explained the action taken tonight by Charter requires Mr. Skeete's appointment become effective tonight. Councilmember Alvarez agreed.

Arthur Thruston, a Cactus resident, commented that this was a critical vote in this process of managing the city without any secrets. He stated that for many weeks and months, many have requested information from the city and never received any response. He suggested the city conduct audits across the board in every area to be done yearly. He would also like to see a roll call vote on every vote so the public can see where every Councilmember stood on the issues. He would like the city to stop having secret meetings such as the ones Mr. Beasley had been having when he brought a hockey person to meet with each Councilmembers in private instead of having everything be transparent. He stated the Mayor should have been provided with information about the hockey team when she first asked for help but instead was stonewalled. He said he disapproves of the Council's Executive Sessions and hopes they do away with them except for personnel votes.

Mayor Scruggs commented that interestingly enough, Council had some of these same conversations and discussion on these same matters recently. And she feels very strongly that Mr. Skeete understands the expectation Council has and he is the right man at the right time.

It was moved by Clark, and seconded by Lieberman, to appoint Horatio Skeete as acting city manager. The motion carried unanimously.

Mayor Scruggs called for a short break until 10:45pm.

The meeting was called back to order.

PUBLIC HEARING

19. FISCAL YEAR 2012-13 PROPERTY TAX LEVY (PUBLIC HEARING REQUIRED)

Sherry M. Schurhammer, Executive Director, Financial Services, presented this item.

This is a request for City Council to conduct a public hearing on the proposed Fiscal Year (FY) 2012-13 property tax levy. The primary property tax rate will remain unchanged at $0.2252 per $100 of assessed valuation for FY 2012-13. The secondary property tax rate will increase from $1.3699 per $100 of assessed valuation to $1.6753 for FY 2012-13. The total property tax rate will increase to $1.9005.

Arizona state law requires Council to set the property tax levy by the third Monday in August.

Arizona's property tax system consists of two tiers. The primary property tax levy has state-mandated maximum limits; however, it can be used by a city for any purpose. The primary property tax revenue is included in the General Fund's operating budget. The secondary property tax levy is not limited; however, it can be used only to retire the principal and interest on a municipality's bonds. The secondary property tax revenue funds much of the city's capital improvement plan.

All Truth in Taxation requirements of A.R.S. 42-17107 have been met. A Truth in Taxation hearing is not required; according to the Property Tax Oversight Commission's letter of April 30, 2012, a Truth in Taxation hearing is required only if the city chose to levy a primary rate greater than $0.2592. The public notice requirements of A.R.S. 42-17103 also have been met.

City Council reviewed the FY 2012-13 tentative budget and adopted a resolution formally approving the tentative operating, capital, debt service and contingency appropriation budget at the May 22, 2012, evening meeting. At that time, Council also gave notice of the date for the June 12, 2012, public hearings on the FY 2012-13 final budget and the FY 2012-13 property tax levy and the June 26, 2012, date for the adoption of the FY 2012-13 property tax levy. Public notices regarding this information were published in the *Glendale Star* on May 31 and June 7, 2012.

The 8th budget workshop occurred on April 23, 2012.
The 7th budget workshop occurred on April 17, 2012.
The 6th budget workshop occurred on April 3, 2012.
The 5th budget workshop occurred on March 20, 2012.
The 4th budget workshop occurred on March 6, 2012.
The 3rd budget workshop occurred on February 28, 2012.
The 2nd budget workshop occurred on February 21, 2012.
The 1st budget workshop occurred on February 14, 2012.

At the January 10, 2012 Council meeting, an ordinance was adopted authorizing the refunding/restructuring of outstanding water/sewer revenue obligations and Municipal Property Corporation (MPC) excise tax revenue bonds and authorizing the issuance of these bonds in an amount not to exceed $99 million and $70 million respectively.

At the January 3, 2012 Council workshop, staff presented the debt management plan and options related to refinancing outstanding MPC debt and refunding outstanding water/sewer debt.

Glendale's budget is an important financial, planning and public communication tool. It gives residents and businesses a clear and concrete view of the city's direction for public services, operations and capital facilities and equipment. It also provides the community with a better understanding of the city's ongoing needs for stable revenue sources to fund public services, ongoing operations and capital facilities and equipment. The budget provides Council, residents and businesses with a means to evaluate the city's financial stability.

All eight budget workshops were open to the public and were posted publicly per state requirements. The Council budget workbook materials were posted publicly along with each of the workshop's meeting agenda.

In accordance with the posting requirements of A.R.S. 9-499.15, a notice of this rate increase was posted to the city website's home page sixty (60) days in advance of today's meeting.

Public notices were printed in the May 31 and June 7, 2012 issues of *The Glendale Star* regarding the date, time and location for the public hearings regarding the FY 2012-13 final budget and the FY 2012-13 property tax levy as well as the date for the adoption of the property tax levy.

It is estimated that the FY 2012-13 primary property tax rate will generate approximately $2.6 million and the FY 2012-13 secondary property tax rate will generate approximately $19.3 million for a total of approximately $21.8 million.

The recommendation is to conduct a public hearing on the FY 2012-13 property tax levy including the primary property at $0.2252 per $100 of assessed valuation and the secondary property tax rate at $1.6753 per $100 of assessed valuation. The total property tax rate will increase from $1.5951 to $1.9005. Adoption of the FY 2012-13 property tax levy is scheduled for the June 26, 2012, City Council meeting.

Councilmember Clark asked what the city did with the bond money that was generated by the property tax. Sherry M. Schurhammer, Executive Director, Financial Services, stated the secondary property tax is limited under state law to the payment of long term debt on general obligation bonds. Those bonds pay for much of the CIP projects such as new fire stations, police substations as well as parks and recreation facilities. She added they did not pay for water and sewer or landfill projects. Councilmember Clark read a list of projects that were paid for by the bond money that was generated by the property tax. Some include, Adult Center, Jobing.com arena, Manistee Land Redevelopment, Water Treatment Plant, Rose Lane Pool, Fire Station 159, Field Operations Complex, Convention Media Center Parking Garage, Emergency operation Center, Foothills Recreation Center, Downtown Campus, Grand Avenue Improvements, Downtown Parking Garage, Park and Ride Facility, Cholla Water Treatment Plant Process Improvement, Oasis Water Treatment Plan, Renovation at Thunderbird Conservation Park, Sahuaro Ranch Park Picnic Pavilion Renovations, Storm Drain Improvements, Replacement of Billing Service for City Services, Catlin Court Alleyway Project, Park Improvements, Parking Lot Improvements, Trail Improvements, O'Neil Park Renovation, Landfill Entrance Signal, Union Hill Stunk Creek Path and the City's Sales Tax System.

Councilmember Clark asked if any of the secondary tax money has gone to pay for the Coyotes. Ms. Schurhammer replied no. Councilmember Clark noted her point was that the secondary property tax pays for all major construction projects and amenities that the citizens of Glendale are enjoying today. Ms. Schurhammer agreed that the secondary property tax has nothing to do with the Coyotes. Councilmember Clark stated the bottom line was that the city issues bonds for all these amenities and projects and now they have to pay on that debt. Ms. Schurhammer explained the unprecedented decline in revenue that was a result of the 54% decline in assessed

valuation that has occurred over the last five years. Councilmember Clark explained the city was taking in half the revenue today in order to pay off the bonds that were issued over the past 10 years.

Councilmember Lieberman asked if the secondary property tax paid for the debt service on the arena. Ms. Schurhammer replied no. Councilmember Lieberman asked what money was used to pay the debt service on the arena. Ms. Schurhammer replied it was paid from the excise tax revenue generated on site at the arena. Councilmember Lieberman commented on the possibility that next year, the secondary property tax will go up a total of $2.21. Ms. Schurhammer explained that was proposed to happen over a two year plan, however, next year it will be reevaluated for 2014 and the recommendation might be different. Councilmember Lieberman commented on the property tax market cycle.

Mayor Scruggs stated that she had a few comments to make. She continued that maybe the easiest way to think about this – is you know how all of the people out in your neighborhood are scooping up those houses at those really low prices and reselling them and one thing or another. The property tax the city collects – Council sets a rate but it's based on the assessed valuation of all the properties. Some cities have more commercial property for example Scottsdale is very fortunate in that they have those very expensive hotels and all that property which they pay a higher commercial rate – she added that she believed it to be higher than residential. And so in Glendale, unfortunately, it is still mainly residential which makes it really hard but it's what the assessed valuation is on our homes and if we are trying to buy a home it's great because you can buy a lot cheaper but if you're trying to sell your home you're stuck because the assessed valuation has gone down so much. So that's what has happened here, the assessed valuation has dropped so much that bond indebtedness goes back to around 2000. Another part of the equation is that the city has always tried to stay on an accelerated bond repayment schedule so we can pay the debt off. Well unfortunately the assessed valuation has dropped so much that they still have the debt from all the things that have been built since the year 2000. So forget about the football stadium, that's not part of it, forget about the baseball stadium, none of that is part of it.

Mayor Scruggs continued that she was just going to offer some examples of what's going on. In Tempe, they are going to raise their property tax between .35 and .37 cents per 100 dollars of assess valuations. So they haven't decided yet but it will be between $2.14 and $2.16 going up from a $1.79. Goodyear in 2011, their property tax was $1.42 and she could only wish for that. Councilmember Clark talked about the Mayor's obsession with lowering the property tax. And she agrees. When she came on the Council it was $1.98 and that was just flat ridiculous. No large city was anywhere near that. But anyway, Goodyear in the year 2011, their property tax was $1.42, in the year 2012 they had to raise it to $1.60 and for this year they have to raise it to $1.78 per 100 dollars of assess valuation. It is well known that property values have declined throughout the entire valley. Scottsdale, well they have a nice stock of commercial there so they are only raising theirs .14 cents. Buckeye is raising theirs 5.3%. The only reason that she is pointing this out is that it's something that all of Maricopa County is really dealing with right now. And just as we have to pay our mortgage, we have to pay our bond debt. But as the assessed valuations have declined, they have used the reserves or whatever of property taxes collected in the big years, the years when everything was great and people could sell their homes

for two or three times what they bought them for. They used those reserves and now they are just used up.

Mayor Scruggs continued that it's not a matter of going out and spending more money – all a person has to do is look around and see what has happened in their own neighborhood. When you look in the newspaper and you see houses that are selling for $59,000 – you know what is going on there? She stated that she didn't know if when she moved to Arizona in 1971, she didn't know if they were $59,000 then. So that's what's really happened here and that's the function of the property tax rate. So she just wanted to add those things.

Mayor Scruggs opened the public hearing on Agenda Item No. 19.

Diane Douglas, a Sahuaro resident, stated she could understand this property sales tax increase, however, not when the city just passed a sales tax increase which makes it seem like the city was on a sales increase spending spree. She appreciates the long list Councilmember Clark read regarding the many amenities built with this money but questions the reason why the last ones were not scaled back when they were entering into a recession. She explained that Glendale citizens were hurting because of the recession that continues. She wondered how many new citizens had to lose their homes before they stop raising taxes. She stated something has to stop since the citizens need some relief.

Arthur Thruston, a Cactus resident, submitted a speaker's card, but decided not to speak.

Francine Romesburg, a Barrel resident, stated she was against raising the property tax. She explained Glendale has a lot of nice amenities but was concerned that people will not be able to enjoy them when people were losing their jobs and homes as well as incurring new taxes. She reminded the Council that they were using tax payer money not Council money. She worries about the businesses and the people that will be hurt by the increase in taxes. She believes the Council was not paying attention to the citizens and what they were saying. She explained the more money people have in their pockets the more money they have to spend which starts boosting the economy. She disagrees with the Councils choice to raise people's taxes in order to pay their bills instead of cutting back. She suggests the Council find new ways to cover their expenses without cutting services and raising taxes. She asked them to stop laying the burden on the citizens of Glendale.

Karen Mahon, a Barrel resident, commented that it made more sense to raise taxes in the good years when people are not in need and then to raise them in bad times when people need their money the most. She remarked that most citizens do understand the Coyote issue. Even though she opposes the deal, if it passes, she hopes the purchasers are successful and end up buying the arena and get it off taxpayers 'backs.

Marilyn Benuska, a Yucca resident, submitted a speaker's card but did not wish to speak. The card submitted stated that she was opposed to the tax as she is on a fixed income and cannot afford higher property taxes.

Mayor Scruggs closed the public hearing.

Mayor Scruggs reopened the public hearing as a citizen advised he wished to speak.

Robert O'Callaghan, a Sahuaro resident, stated he agreed with some of Councilmember Clark's comments, however, did not come here to be lectured. He wished to discuss the $17 million arena management fee deal with Mr. Jamison. He believes the Jamison Group is getting far more than just $17 million since he thinks they were also getting naming and advertising rights. He suggested the city lower their taxes instead to draw people and business to Glendale and get them to start spending money. He added they cannot afford to be chasing people away.

Mayor Scruggs closed the public hearing.

Mayor Scruggs stated she agreed 100% with what was said. It'll be great to lower taxes, but at this point, and Council will deal with this in two weeks, at this point, the property tax has been lowered for seven straight years.

Councilmember Martinez remarked that when times were good, the city lowered the property tax, however, now times are tough and unfortunately they have to raise them. He explained he has never been a fan of raising taxes, but in this case, they have no choice and their options are limited.

Mayor Scruggs stated that she was going to ask Mr. Skeete to have staff prepare a presentation in order to help us two weeks from now because property taxes are quite a bit different from sales tax. Everybody can understand what sales tax is and when expenses are cut and you don't need as much money. But what she would like for Mr. Skeete is have staff to prepare a presentation on what would happen if we do not increase the property tax. And we know right now that the assessed valuation, the amount of money in which the taxes are applied is not sufficient to meet the outstanding debt. She continued that first of all, for there to be more of an explanation of what that debt is and what it isn't. She also asked that Mr. Skeete also give Council the options if the property tax was not increased. Mayor Scruggs asked what other sources of funds the city would go to – to pay the tax bill. She believes that might help - put that in perspective. Property tax is very much different than sales tax. So if Council could receive a bigger explanation than what they had tonight, she believes that would be very helpful. And she believes that is what Mr. Thurston is asking for. She addressed Mr. Skeete asking that he explain what is going on to people and why Council is even talking about this. I know Mr. Skeete will take care of it.

Mr. Skeete agreed.

PUBLIC HEARING – RESOLUTIONS

20. FISCAL YEAR 2012-13 FINAL BUDGET ADOPTION (RESOLUTION) (PUBLIC HEARING REQUIRED

Sherry M. Schurhammer, Executive Director, Financial Services, presented this item.

This is a request for City Council to review the Fiscal Year (FY) 2012-13 final budget, conduct a public hearing on the final budget and convene a special meeting to adopt a resolution formally approving the final operating, capital, debt service, and contingency appropriation budget.

Arizona state law requires the governing board of cities, towns and counties to conduct a public hearing and then convene a special meeting to adopt a resolution approving the final annual budget. The regular evening meeting does not need to be adjourned to convene and conduct the special meeting required for the budget adoption.

Council approval of the tentative budget will set the maximum level of expenditures for FY 2012-13. Adjustments and reallocation of appropriation authority may be made after adoption of the tentative budget although the total amount of appropriation cannot be increased.

Eight Council budget workshops were conducted in February, March and April 2012 to review the draft FY 2013 budget. The City Council budget workbook was prepared to facilitate Council's review of the operating budgets for city departments. The budget workbook materials included a draft FY 2013 budget for each department.

Two of the budget workshops were conducted in April 2012 after staff incorporated revisions to departmental operating budgets that were agreed upon by Council during earlier budget workshops. These two budget workshops were used to review the City Manager's FY 2013 recommended operating budget and the City Manager's FY 2013-22 recommended capital improvement plan.

FY 2013 Operating Budget. The national recession from which the economy is gradually recovering was felt far and wide in the country. Arizona was particularly hard hit with the bursting of the real estate bubble, steep loss of jobs (particularly in the construction industry), decline in the numbers of individuals moving to the state, and a noticeable fall-off in the state's important tourism industry. The clearest evidence of the recession's impact is in the city's General Fund (GF) ongoing revenue. It peaked at $184.2M in FY 2008 and is expected to bottom out in the current FY at about $138M; this is a decline of almost $46.2M or 25% in the city's GF ongoing revenue.

As a result of this steep drop off in ongoing revenue, FY 2013 is the fourth consecutive year that the GF shows a sizeable shortfall between GF ongoing revenue and GF ongoing expenses including transfers. The annual shortfalls (before balancing measures were implemented) that were presented as part of each FY's City Manager's recommended budget are indicated below:

- FY 2010 identified a $14.4M shortfall
- FY 2011 identified a $31.6M shortfall
- FY 2012 identified a $27.1M shortfall
- FY 2013 identifies a $35M shortfall

The two principal balancing actions used to address the GF operating deficits were streamlining service delivery and using GF fund balance to offset GF deficits based on a strategic, business-based approach that was phased in over time. This resulted in a mix of ongoing and one-time

measures each FY to balance GF ongoing operating expenses, including transfers, against GF ongoing operating revenues.

For example, through mid-January 2012, GF staffing has been reduced by 273 full time employees (FTEs), an 18% reduction from the FY 2009 peak staffing level of 1,501 FTEs, to 1,228 FTEs. Accompanying these staff reductions have been service and program modifications. Impacts to essential health and safety related services and programs have been minimized.

The FY 2013 recommended operating and capital budgets provide a multi-year path to improved financial stability as the economy improves and the city grows out of the challenges caused by the recession. The recommended budgets also are based on Council's continued vision of one community, and the supporting strategic goals.

On the operating side, the recommended budget provides for:

- Gradual rebuilding of GF fund balance to address the declining GF fund balance.
- Continuation of debt service restructuring to establish a payment stream that is more in line with available resources.
- Continued evaluation of departmental operations to increase effectiveness (adding value) and efficiency (maximizing resources) with reductions in ongoing expenditures where possible.
- Continued stable funding for public safety.
- End of employee furloughs and Memorandum of Understanding deferrals.
- Incorporation of retirement rate changes into the base budget.

The multi-year path to improved financial stability for the FY 2013 operating budget includes a transaction privilege (sales) tax rate increase of 0.7% to the city's undesignated portion of the rate. This increase will occur across all eligible sales tax categories and will become effective August 1, 2012. Given the information available in March 2012, a five-year forecast of revenues and expenditures that included the additional revenue expected from this action show the GF operating budget will return to a healthier position in approximately five fiscal years (2017). This forecast shows a projected ending fund balance of $14M for the GF in 2017. Based on this forecast, Council should explore the possibility of repealing of all or some of the tax increase at that time.

Other revenue enhancements to be implemented with the FY 2013 budget include an increase to the transient lodging rate (bed tax) from 3.4% to 5.0% with the increased revenue allocated for tourism promotion and related expenses. Other revenue enhancements to be implemented with the FY 2013 budget include adjustments to various fees for the use of the Civic Center and the Parks, Recreation and Library Department programs and services.

Highlights of the FY 2013 budget include no rate increases for water/sewer or sanitation and landfill services, as well as continuation of:

- Current operating hours for the city's libraries;

- Swim programs at the city's two aquatic facilities, Rose Lane Aquatic Center and Foothills Recreation and Aquatic Facility;
- Funding for filled sworn positions in police and fire; and
- Operating hours and maintenance for existing parks and sports fields.

FY 2013 Capital Budget. On the capital side, the recommended budget provides for a path to improved financial stability for the general obligation (G.O.) bond program that includes a secondary property tax rate increase of 0.3054 for FY 2013. As presented to Council during the April 23, 2012 budget workshop and in the City Manager's Recommended FY 2013-22 Capital Improvement Plan memo, the FY 2013 secondary property tax rate increase of 0.3054 is step one of a two-step rate increase that will be staggered over two FYs, with step two being implemented for FY 2014 after Council's review.

The higher secondary rates are expected to be in effect through FY 2017 based on the most current information available about future assessed valuation for property within Glendale's corporate limits. These higher rates are required to pay for existing debt service for the G.O. bond program; no new G.O. bond sales are planned through FY 2017.

This rate change means the city's secondary rate will increase from $1.3699/$100 of assessed valuation to $1.6753; the city's primary property tax rate will remain unchanged at $0.2252/$100 of assessed valuation. The city's total property tax rate will change from $1.5951 to $1.9005/$100 of assessed valuation.

One widespread and long-lasting impact of the recent recession is the unprecedented decline in real estate values. While this is true across the country, Arizona is consistently categorized as one of the hardest hit states for real estate value declines, along with California, Nevada and Florida. In Glendale, the impact has been especially challenging. The downward trend is expected to continue through FY 2014, the fifth consecutive year of property valuation decline, when Glendale's secondary assessed valuation is estimated to drop to $1.05B (the FY 2014 figure is based on the preliminary notices from the Maricopa County Assessor's Office). The $1.05B low will represent a 52% decline from the peak of $2.2B in FY 2009. This unprecedented decline was unimaginable just a few years ago and certainly could not have been predicted based on a long history of changes in assessed valuation.

Organizational Changes to be Incorporated into the FY 2013 Operating Budget. Effective with the FY 2013 final budget, the following organizational changes will be made to realign operations to more closely match the needs of our external and internal customers and to reflect changes to processes to make them even more effective and efficient:

- The Materials Management (purchasing) Division will move from the Compliance and Asset Management Department to the Financial Services Department. This move protects the independence and impartiality of the audit staff.
- The Materials Control Warehouse Division will move from the Compliance and Asset Management Department to the Public Works Department. This relocation pairs similar operations together for greater synergy within Public Works.

- As a result of the changes addressed in the prior two bullet points, the name of the Compliance and Asset Management Department will change to the Internal Audit Department.
- The Mapping and Records Division will move from the Public Works Department to the Planning Division within the Community and Economic Development Department (see below). This relocation pairs similar GIS and mapping operations together for greater synergy.
- In an effort to provide more seamless continuity for development projects from inception to certificate of occupancy, as well as increase communication and customer service for both internal and external clients, the current Planning and Building Safety Departments will move from the development services area to report through the current Economic Development Department. As a result of this change, the current Economic Development, Building Safety and Planning Departments will be combined and work collectively under the new Community and Economic Development Department to provide an opportunity to be even more effective and responsive to businesses despite the significant combined reduction in workforce.
- As a result of the changes addressed in the prior bullet point, the current Development, Neighborhood and Human Services Department will change to the Neighborhood and Human Services Department. In addition, the remaining staff and functions of the current Neighborhood Partnership Office will move to the Code Compliance work group.
- The emergency management component of the homeland security function in the Police Department will move to the Fire Department; the Police Department will retain the homeland security component within its other operations

The FY 2013 budget reflects the reorganization that became effective in June 2011 with the revisions identified in the preceding bullet points. The resulting departments, therefore, are the following for FY 2013 (in alphabetical order):

- City Attorney's Office
- City Clerk Department
- City Court Department
- City Manager Department
- Communications Department
- Community and Economic Development Department
- Financial Services Department
- Fire Services Department
- Human Resources and Risk Management Department
- Intergovernmental Programs Department
- Internal Audit Department
- Mayor and Council
- Neighborhood and Human Services Department
- Non-Departmental
- Parks, Recreation and Library Department
- Police Services Department
- Public Works Department

- Technology and Innovation Department
- Transportation Services Department and
- Water Services Department.

City Council reviewed the FY 2012-13 tentative budget and adopted a resolution formally approving the tentative operating, capital, debt service and contingency appropriation budget at the May 22, 2012, evening meeting. At that time Council also gave notice of the date for the June 12, 2012 public hearings on the FY 2012-13 final budget and the FY 2012-13 property tax levy and the June 26, 2012 date for the adoption of the FY 2012-13 property tax levy. Public notices regarding this information were published in the *Glendale Star* on May 31 and June 7, 2012.

The 8th budget workshop occurred on April 23, 2012.
The 7th budget workshop occurred on April 17, 2012.
The 6th budget workshop occurred on April 3, 2012.
The 5th budget workshop occurred on March 20, 2012.
The 4th budget workshop occurred on March 6, 2012.
The 3rd budget workshop occurred on February 28, 2012.
The 2nd budget workshop occurred on February 21, 2012.
The 1st budget workshop occurred on February 14, 2012.

At the January 10, 2012 Council meeting, an ordinance was adopted authorizing the refunding/restructuring of outstanding water/sewer revenue obligations and Municipal Property Corporation (MPC) excise tax revenue bonds and authorizing the issuance of these bonds in an amount not to exceed $99 million and $70 million respectively.

At the January 3, 2012 Council workshop, staff presented the debt management plan and options related to refinancing outstanding MPC debt and refunding outstanding water/sewer debt.

Glendale's budget is an important financial, planning and public communication tool. It gives residents and businesses a clear and concise view of the city's direction for public services, operations and capital facilities and equipment. It also provides the community with a better understanding of the city's ongoing needs for stable revenue sources to fund public services, ongoing operations, and capital facilities and equipment.

The budget provides Council, residents and businesses with a means to evaluate the city's financial stability.

The material that was reviewed in the budget workshops is contained in the budget book posted with today's meeting agenda.

Public notices were printed in the May 31 and June 7, 2012 issues of *The Glendale Star* regarding the date, time and location for the public hearings regarding the FY 2012-13 final budget and the FY 2012-13 property tax levy as well as the date for the adoption of the property tax levy.

The annual budget (all funds) for the city is divided into four major components that include all appropriations. The total budget, including all four components, is $579 million for FY 2013. The four components and their respective total amounts for FY 2013 are as follows:

- The *operating budget* finances the day-to-day provision of city services and totals $347.7 million. Since the adoption of the tentative budget at the May 22, 2012, meeting, one (1) million in appropriation authority has been transferred from fund 1840, the city's grant fund, to fund 1780, arena special revenue, for capital-related renewal and replacement expenses at the arena that are tied to the new Coyotes ownership contract. The total appropriation for the operating budget remains unchanged at $347.7 million and the total appropriation across all funds remains unchanged at $579 million.
- The *capital improvement budget* funds the construction and repair of city assets including roads, public amenities and other infrastructure throughout the city. The capital improvement budget totals $106.2 million.
- The *debt service budget* is used to repay money borrowed by the city, primarily for capital improvements, and amounts to $86 million.
- The final component of the budget is the *contingency appropriation*, which is made up of fund reserves and is available to cover emergency expenses or revenue shortages should they arise during the fiscal year. The contingency appropriation for this fiscal year totals $39.1 million.

The total budget of $579 million represents a decrease of 9.2% from the FY 2012 total budget of $638 million. The decrease is the result of operating and capital budget reductions to address constrained revenues.

The recommendation is to conduct a public hearing on the proposed final budget and then convene in a special meeting, waive reading beyond the title, and adopt a resolution approving the FY 2012-13 final budget.

Mayor Scruggs commented that she was going to ask a question and didn't know if it went to the city manager or the city attorney. Since it has already been declared tonight that there will be an item coming forward to Council in two weeks, to reduce the revenue that is being projected – the city is going to collect in the budget, how can Council adopt this budget tonight when it has already been said that the budget would be going out of balance with a revenue decrease? Mr. Tindall explained that by law, the city has to balance the budget, therefore, in two weeks; they will have to have an equal amount of reduction on the expense side.

Mayor Scruggs commented that she was told that the state statute is that the budget has to be adopted by July 14 or in mid-July. But for Glendale it has to be adopted before the end of our fiscal year or else the city has to shut down, is that correct?

Mr. Tindall replied yes.

Mayor Scruggs commented there are those that who are very concerned about the model city tax code exemption issue and want to know what's really going to happen and so forth. If Council approves that exemption, would the Council also need to approve a new budget that shows both

the reduced revenues and the reduced expenses? She continued, confirming that the expectation is to adopt the budget tonight and another one on the 26th.

Mr. Tindall explained they will have an amended budget on the 26th which will reflect the decrease in revenues and decreases in expenditures.

Mayor Scruggs asked how does this work time-wise because Council has to have at least one preliminary public hearing on the budget - this one that we have here tonight She asked if it was one or two public hearings that were conducted before tonight?

Ms. Schurhammer explained the city already completed its publishing requirements for the final budget adoption at tonight's meeting.

Mayor Scruggs commented that the law is it needs to be published for two weeks in a row so you would have to publish this new budget that reflects the reduced revenues and the reduced expenses for two weeks in a row. But Council would have to meet two weeks from tonight in order to approve it but will not talk about the exemption till next week.

Ms. Schurhammer noted the property tax levy had to be done in two weeks after the budget is adopted. She reminded the Council that when they adopt the budget, they are adopting the maximum level of expenditures; therefore if they are amending the budget to make it less, she was unsure why they would have to prepare an amended budget.
Mr. Tindall stated the city had to adopt an amended budget. The process of adopting the budget is intended to be good for a period of time since things change and adjustment to the budget have to be made at some point in time because of what happens in reality. He noted there is the anticipation that once you pass the budget and make the estimations and anticipations, then you go for the amended process if there is a need to amend the budget.

Mayor Scruggs asked if that was possible to be done at any time. She asked if it could be done after the new fiscal year begins.

Mr. Tindall explained the appropriation adjustment process that often was made to the budget.

Mayor Scruggs stated that she believed there was something very, very wrong here. Whether the Council was going to do an exemption for large purchases of $5000 or more that should have been worked out ahead of time. It should have been in the budget that is set for approval. She recalled an earlier comment that if revenues are reduced by a $1 million and there is absolutely no way she wants those car dealers to not be able to compete. She continued that the city might as well tell them to shut their doors and go away. They cannot compete. But the city still has to deal with how things are done by statute and so forth. She commented that she had stated that expenditures would have to be reduced and somebody said - well that could mean letting people go. She continued that yes it could, and so she has hit a point where everybody knew what the situation was and everybody knew that the libraries were not going to be open any longer but they also were not going to be open any shorter. That can't stay the same if you take $1 million out. So she is trying to understand how this works process-wise. This is the city's budget and now Council is being told that there is going to be a different budget. She asked what the law

allows for us to do in terms of adopting an amended budget. What does that allow? Can it be held this off for two weeks? No because we have to set the property tax levy.

Ms. Schurhammer explained the time frame regarding the property tax levy.

Mayor Scruggs commented that then we have plenty of time for the property tax levy. She continued that she is just commenting that she doesn't think this has been thought out very well. She additionally commented that this budget process is a very awkward situation.

Mayor Scruggs opened the public hearing on Agenda Item No. 20.

Anthony Kern, a Sahuaro resident, stated the city cannot balance their budget on the backs of the taxpayers and the businesses in Glendale.

Manuel Cruz, a Yucca resident, remarked that waiting longer to make adjustments in spending, failing to adjust revenue projections, hoping the economy would turn around, spending money and decreases in revenue, are all reason why the city was in the shape it was in now. Therefore, their job was a difficult one and at times a thankless one. He thanked the Mayor, Council and staff for their service and hard work.

Diane Douglas, a Sahuaro resident, stated she respectfully requests the Council vote no on a budget that includes tax increases and subsidies to special interest groups. She believes today's elected officials had their priorities flipped and flopped. They were too easy to turn their governing responsibilities over to the administrators and allow them to run the city.

Dolores Kilanowski, a Cactus resident, stated she was a 35 year resident of Glendale. She asked the Council not to cut library hours any further since she enjoys going to the library very much. She believes the increase in fees at the Adult Center was satisfactory but would like the city to extend the hours at least until 5:00 p.m.

Sandra Burr, a Barrel resident, thanked the Council for keeping the library hours as they are, however, was concerned with the city doing away with security. She provided examples of how security guards perform many services in the libraries and are greatly needed.

Francine Romesburg, a Barrel resident, questioned how the city could pass a budget tonight when it was not finalized. She wondered if the city had a promotion department that actually went out and promoted the city of Glendale. She said if they did not, it was very important they start looking into it and start promoting the city.

Mayor Scruggs closed the public hearing.

Mayor Scruggs opened the SPECIAL BUDGET MEETING (TO ADOPT FISCAL YEAR 2012-13 FINAL BUDGET)

Resolution No. 4585 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA

COUNTY, ARIZONA, ADOPTING THE ESTIMATES OF THE AMOUNTS REQUIRED FOR THE PUBLIC EXPENSE FOR THE CITY OF GLENDALE FOR THE FISCAL YEAR 2012-13; ADOPTING A FINAL BUDGET; AND SETTING FORTH THE REVENUE AND THE AMOUNT TO BE RAISED BY DIRECT PROPERTY TAXATION FOR THE VARIOUS PURPOSES.

Mayor Scruggs stated that she had made it clear that she did not support the arena management fee that is a part of this budget. She said she would vote against the budget. She felt the budget is not sustainable and she is definitely against the sales tax increase. She continued that she didn't believe anybody here would care but to just give them an idea of how strongly she feels about this – two months ago she sent a message to the then city manager and to the city attorney and said that even though the tradition in this city forever has been that there is a message from the Mayor in the budget book, she would not put a message from the Mayor in this budget book because she did not want it to ever seem like she in any way supported this budget. She feels that it is not sustainable and doesn't believe that it's in balance and it's based on something that she expressed an opposition to many months ago, putting it on the back of our businesses with this tax. There is nothing about it that she feels good about or believes in or will support. She just feels very, very strongly about that. It's never going to make a difference in the history of this city but it makes a huge difference to her that she not have some message that says how great everything is with her picture on it because it really is not. And she will vote against it.

Councilmember Lieberman stated he felt the same way. He commented on the arena issue that in his view was a big drain on city finances. He explained the reason he had voted for the arena in the first place back in 2001. The city's lowest projections were that the city would receive at least $100,000 a year in profit to the city. He explained the money the city has paid out in order to keep the Coyotes in Glendale which has caused the city many problems. He believes the city can benefit more by having the arena be used by outside promoters which will bring more revenue and traffic into Glendale. He opposes the NHL deal and the Coyotes staying in Glendale and believes the city can do better than spending $325 million throughout 25 years. He explained the NHL deal was a very big part of why he will not vote to approve this budget. He also disapproves of the proposed budget because it includes a sales tax increases and will not support that either. He believes this was not the time to start raising taxes when people were struggling with their mortgage and keeping their jobs. He added he agrees with Mayor Scruggs that the budget does not seem sustainable at this point. He believes they can do better and make the city profitable again.

Mayor Scruggs stated that before she calls for a vote, she was going to go back to the city attorney. She asked the attorney if it was okay to vote on this budget even knowing that it's going to be changed.

Mr. Tindall stated it was appropriate to go ahead and vote to adopt the budget tonight. Staff will follow up at a later time with the modification on the decreases mentioned earlier.

Mayor Scruggs commented that Ms. Schurhammer says that we don't need to have a hearing and then adopt an amended budget because - whatever. She asked the attorney what will the public think is going on here if the city has this budget and then the city has another budget?

Mr. Tindall explained the Council will have to address the appropriations through a Council action.

It was moved by Knaack, and seconded by Frate, to pass, adopt and approve Resolution No. 4585 New Series. The motion carried. Aye votes: Clark, Frate, Knaack and Martinez. Nay votes: Lieberman and Scruggs.

ADJOURN SPECIAL BUDGET MEETING AND RECONVENE REGULAR COUNCIL MEETING

RESOLUTIONS

21. 2012 COMMUNITY HOUSING AGENCY PLAN

Jim Colson, Deputy City Manager, presented this item.

This is a request for City Council to ratify the execution and submittal of the City of Glendale's 2012 Agency Plan administered by the city's Community Housing Division to the U.S. Department of Housing and Urban Development (HUD).

Federal regulation requires that all housing authorities have an Agency Plan, and that the Plan be updated and submitted to HUD annually. The Plan includes the Public Housing Five Year Capital Fund Action Plan, the PHA Five Year and Annual Plan, including the Violence Against Women Act addendum. The Plan also includes the Section 8 Administrative Plan and Public Housing Admissions and Continued Occupancy Policy, which govern the administration of the rental assistance programs.

Changes to the 2012 Agency Plan include those that are generally routine in nature and dictated by federal regulation. These 2012 Agency Plan updates will be incorporated into all associated forms, letters and other documents, and where applicable, the Community Housing Division's internal procedures. Any approved policy updates that affect the conventional public housing residents are also reflected in the conventional public housing lease document. All changes were reviewed by the Glendale City Attorney's Office and taken to the Community Development Advisory Committee for review and approval.

The receipt of the city's annual federal capital fund money is contingent upon the timely submittal and HUD's approval of the 2012 Agency Plan. Therefore, in order to ensure receipt of these funds, the Glendale Community Housing Division submitted the 2012 Agency Plan to HUD on April 13, 2012.

The capital funds are used for modernization and improvements for the city's public housing communities, and to provide Glendale's most needy families with affordable housing. The city owns and operates three public housing communities that house 155 low-income families.

On March 15, 2012, the Community Development Advisory Committee held a public hearing and subsequently unanimously recommended approval of the 2012 Agency Plan. No comments were received at the public hearing.

On January 26, 2012, a Notice of Public Hearing was published in the Glendale Star and posted on the city's website. In addition, the 2012 Agency Plan was posted in its entirety on the city's website to solicit public comments.

In January of each year, the Glendale Community Housing Division solicits input from program participants in both the Conventional Public Housing and Section 8 Housing Choice Voucher programs on the development of the agency plans.

The 2012 federal capital fund for Glendale Housing is $190,672. The Capital Fund Program Five-Year Action Plan includes this funding for modernization and improvements of the three public housing communities.

The recommendation is to waive reading beyond the title and adopt a resolution ratifying the execution and submission of the City of Glendale's 2012 Agency Plan administered by the city's Community Housing Division to Housing and Urban Development.

Resolution No. 4586 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, RATIFYING THE EXECUTION AND SUBMISSION OF THE 2012 AGENCY PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

It was moved by Frate, and seconded by Martinez, to pass, adopt and approve Resolution No. 4586 New Series. The motion carried unanimously.

NEW BUSINESS

22. COUNCIL SELECTION OF VICE MAYOR

In accordance with the Charter and pursuant to City Council Guidelines, Council will designate among its members a vice mayor.

The Glendale City Charter provides for the composition of the Council. The Charter states:

> Art. II, Sec. 7. Vice Mayor.
> The council shall designate one (1) of its members as vice mayor, who shall serve in such capacity at the pleasure of the council. The vice mayor shall perform the duties of the mayor during the mayor's absence or disability.

Council adopted the City Council Guidelines at the May 26, 2009 Council meeting. As stated in the City Council Guidelines, at the first workshop of June each year the Council will consider the

appointment of a vice mayor for the following fiscal year. Nominations were indicated by Councilmembers at the June 5, 2012 workshop.

The Mayor will accept a motion or motions, call for a second, and conduct a vote of the Council that shall, by virtue of assent of a majority, designate one of its members as vice mayor.

Councilmember Lieberman remarked this was the 17th time he has been turned down for this position. He said this is the only thing that he knows of that he has pursued and not taken over readily. He said he must not have pursued it heartedly. He did not appreciate some undue comments last year coming from his chubby friend about his health. He offered to show him how well his health was anytime, particularly when he rides on his motorcycles.

It was moved by Knaack, and seconded by Martinez, to designate Steven E. Frate as Vice Mayor. The motion carried unanimously.

23. COUNCIL APPOINTMENT OF ACTING CITY MANAGER

This item was heard earlier on the agenda.

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, June 19, 2012, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried unanimously.

MOTION TO EXCUSE COUNCILMEMBER ALVAREZ

It was moved by Frate, and seconded by Martinez, to excuse Councilmember Alvarez from the June 8, 2012 Special Meeting. The motion carried unanimously.

CITIZEN COMMENTS

Sandra Burr, a Barrel resident, thanked the Council for their service.

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Lieberman thanked all those who spoke and attended tonight. He said he won't be back until mid-August. He wished everyone a safe summer.

Vice Mayor Frate thanked everyone who stayed to speak this evening even if they did not all agree with each other. He noted the Council had a lot of responsibility they take very seriously and with their votes; they are never going to make everyone happy. He takes full responsibility for his vote tonight and will not be pointing any fingers and blame staff for any of his votes. He stated it was very easy for people to come and disagree with the Council and make discouraging comments. He remarked for the people attending tonight that were running for office, if they are elected, they will probably be listening to the same people speaking to the Council tonight. He

reminded everyone to watch children around water. He commented on the many senseless drownings that have recently occurred.

Councilmember Martinez thanked everyone for being there tonight and for their comments. He said that for the last few weeks, he had been thinking about this vote and the road they would be taking. Therefore, in his heart of hearts he believes they were doing what needs to be done. He commented on the combination of things that have ultimately caused problems for the city. Although, many still remained focus on the arena as the only problem the city has. He congratulated Mr. Skeete on his new appointment tonight and believes things will be changing for the better and remains optimistic. He agreed with Vice Mayor Frate on the importance of watching children around water.

Councilmember Knaack said this has been a very difficult time for everyone involved, however, she was looking forward with a very positive attitude and hopes everyone decides to do the same. This is a fresh start for a new fiscal year and has a lot of faith in city staff to get this turn around for the better. She was aware it might take a few years but believes strongly that it will happen and hopes everyone keeps supporting Glendale.

Mayor Scruggs thanked everyone for attending. She commented that she wanted to address the appointment of Mr. Skeete who is the acting city manager. She thanked him for his years of quiet service, many years of quiet service in various positions in the city and his knowledge of the functions and the disciplines within the city. She continued that she has a lot of faith that he will bring a bright light in a new day into the city in which we are all looking forward to. She continued that she wanted to make some comments and had been told by Mr. Tindall that it would be okay to talk about it. She believes there are a lot of people that are wondering what the process is going to be to hire a permanent city manager. And she believes it's something that we should get out there. The Council has decided among themselves, the seven of them, that the selection of the new city manager should be undertaken by those who will be serving after the second Tuesday in January in 2013. So anyway, once the canvas of votes is completed in November and it is known for sure who the seven members of the Council will be starting in January 2013. Those seven members will get together and there will be a committee of some sort or another formed. And they will get together and they will begin to decide how they want to go about a search. Do they want to search the globe, search just North America, search just Arizona or just invite people to apply? There are a number of ways that can happen. And that is the first thing they need to decide and then they need to talk among themselves to find out what are the characteristics of the perfect city manager that they want. So those seven people will undertake this with some sort of consultant or staffs help – she didn't know – she didn't care – she doesn't have to worry about it. And she believes there is probably going to be a lot of speculation of what happens next. And so that's what happens next. She addressed those in the audience that are running for office, commenting that they might be the ones that are going to do that and she believes it's exciting and she thinks it's the right way to do it and she is happy about how that's going to happen. So anyway, again thank you all for being here tonight. The meeting is adjourned.

ADJOURNMENT

There being no further business, the meeting was adjourned at 12:25 a.m.

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Pamela Hanna - City Clerk

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Councilmember Joyce Clark

SUBJECT: **BOARDS, COMMISSIONS AND OTHER BODIES**

Purpose

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

Arts Commission				
Anne Owens	Barrel	Reappointment	08/23/2012	08/23/2014
Citizens Bicycle Advisory Committee				
David Coble	Cholla	Reappointment	07/25/2012	07/25/2014
David Coble – Chair	Cholla	Reappointment	07/17/2012	07/17/2013
Commission On Persons With Disabilities				
Jameson Green	Ocotillo	Appointment	06/26/2012	02/27/2014
Community Development Advisory Committee				
Shirley Wong – Neighborhood Rep.	Cactus	Reappointment	09/23/2012	09/23/2014
Industrial Development Authority				
Lyle Miller	Cholla	Appointment	08/23/2012	08/23/2018
Judicial Selection Advisory Board				
Steven Keist – Maricopa Bar Assoc.	Sahuaro	Reappointment	06/26/2012	04/23/2015
Library Advisory Board				
Karen Aborne – Vice Chair	Sahuaro	Appointment	09/16/2012	09/16/2013
Risk Management Worker's Compensation Trust Fund Board				
Joyce Clark – Chair	Yucca	Appointment	07/24/2012	07/24/2013

Recommendation

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

Horatio Skeete
Interim City Manager

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Office of the Mayor

SUBJECT: **DROWNING IMPACT AWARENESS MONTH PROCLAMATION**

Purpose

This is a request for City Council to proclaim August 2012, as Drowning Impact Awareness Month in support of Water Watchers at Phoenix Children's Hospital. John and Anna Keliihoomalu, parents of a child that was the victim of a near drowning, will be present to accept the proclamation.

Background

Drowning Impact Awareness Month is part of Phoenix Children's Hospital's community outreach for drowning prevention. This is a statewide effort to foster awareness of childhood drowning which takes the lives of the equivalent of a classroom of children each year in Arizona. Every child drowning is preventable. Purple ribbons may be worn to remember those touched by child drowning and encourages safety around water. Drowning Impact Awareness Month is Arizona's largest collaborative effort to prevent drowning.

Together, the Mayor and Council, Glendale Fire Department, Glendale Parks and Recreation Department and Phoenix Children's Hospital work vigorously to promote water safety and prevent childhood drowning by providing swim lessons and water safety education to the community.

Recommendation

Present the proclamation to John and Anna Keliihoomalu, parents of a child that was the victim of a near drowning.

Horatio Skeete
Interim City Manager

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS COUNCIL 7114**

Purpose

This is a request for City Council to approve a special event liquor license for the Knights of Columbus Council 7114. The event will be held at St. Raphael's Church inside Hibner Hall located at 5525 West Acoma Road on Saturday, September 29, 2012, from 6 p.m. to midnight. The purpose of this special event liquor license is for a fundraiser.

Background

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

Recommendation

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

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Susan Matousek, Revenue Administrator
SUBJECT:	SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS COUNCIL 7114

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

Finance Department
Memorandum

DATE: June 26, 2012

TO: Horatio Skeete, Interim City Manager

FROM: Susan Matousek, Revenue Administrator

SUBJECT: **SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS COUNCIL 7114**

REQUEST: Special Event Liquor License

LOCATION: 5525 West Acoma Road

DISTRICT: Sahuaro

ZONED: R-4 (Multi-Family Residential)

APPLICANT: Lawrence Costanzo

OWNER: Knights of Columbus Council 7114

DETAILS OF REQUEST:

1. The event will be held on Saturday, September 29, 2012, from 6 p.m. to midnight.

2. The Knights of Columbus Council 7114 was previously approved for an event held on January 28; therefore, 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 a fundraiser.

4. Proceeds from this special event go to the Knights of Columbus.

REVIEW/ANALYSIS:

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

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

PLANNING DEPARTMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

STAFF RECOMMENDATION:

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

REVIEWED BY:

Susan Matonski
Revenue Administrator

Executive Director-Financial Services

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

5-2757

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.

DEPT USE ONLY
LIC#

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

1. Name of Organization: Knights of Columbus

2. Non-Profit/I.R.S. Tax Exempt Number: _____

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? Harvestmoon parish party / Dinner Dance

5. Location of the event: 5525 W Acoma Glendale AZ 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**: Costanzo Lawrence G [redacted]
   Last First Middle Date of Birth

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

8. Phone Numbers: (602) 943 4457 ( ) ( )
   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:	29 Sep 12	SAT	6 - 12 pm	
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

***Disabled inividuals 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 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 Alcoholic Beverage Sales.

Name	Address	Percentage
Father Sennett	Council 7114, Knights of Columbus	100%

(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
7 # 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.

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 Peoria Glendale AZ 85304

Name of person filling out this form: Lawrence G Costanzo

Phone Number: 602 843 4457 Address: 4537 W Bobbie Terrace Glendale AZ 85304

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

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

Event Contact Name: Lawrence G Costanzo

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 Peoria Glendale AZ 85304

Federal ID Number: _____

Dates & Hours of Event

	Date	Hours		Date	Hours
Day 1:	29 Sep 12	6-12 pm	Day 6:		
Day 2:			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

GASE1011
Print version 04/2010-1

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.

Lauren G Cosmano _____

(Signature of person filling out this form) (Date)

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

ATTACHMENT

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

18. I, LAWRENCE G COSTANZO, 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.
(Print full name)

X _____ GRAND KNIGHT _____ 602 843 4457
(Signature) (Title/Position) (Date) (Phone #)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

_____
Day Month Year

My Commission expires on: _____ _____
(Date) (Signature of NOTARY PUBLIC)

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

19. I, LAWRENCE G COSTANZO, 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.
(Print full name)

State of Arizona County of Maricopa

X _____
(Signature)

OFFICIAL SEAL
DARCIE McCRACKEN
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Jan. 3, 2013

The foregoing instrument was acknowledged before me this
29th May 2012
Day Month Year

My commission expires on: January 3, 2013 Darcie McCracken
(Date) (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, _____ _____ 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:

_____

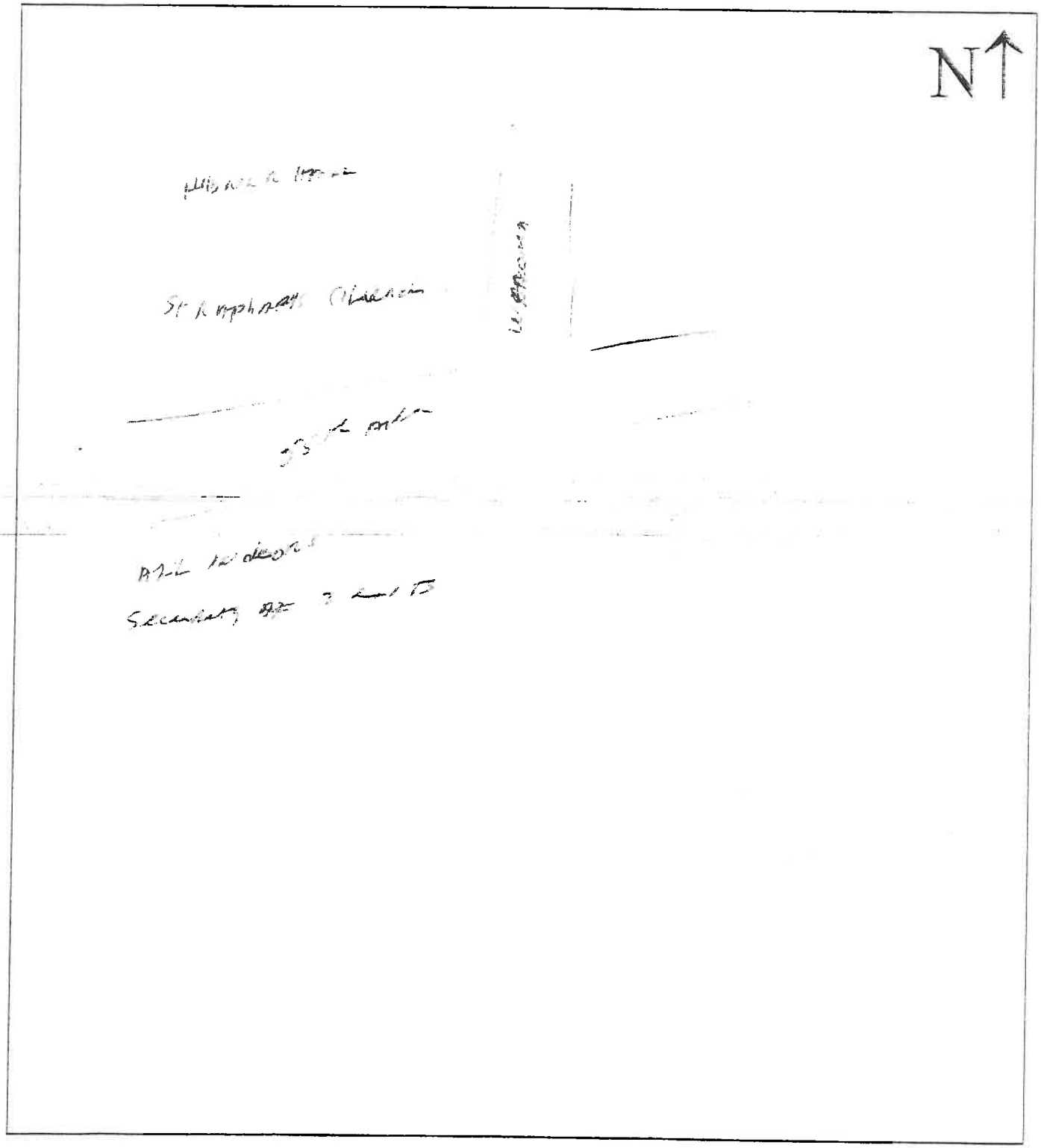
_____ _____
(Employee) (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____
(Title) (Date)

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram <u>must</u> be completed with this application)

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



LIQUOR LICENSE APPLICATION—PLANNING DEPARTMENT

DATE ROUTED TO PLANNING: 5/30/12

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

APPLICANT: Knights of Columbus

ACCOUNT NO: 500002757

LOCATION: 5525 W Acoma

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

TYPE OF BUSINESS: Charitable

DOCUMENTS ROUTED: ☒ Application for Liquor License ☒ Diagram of Premises

☐ Other _____

. . . . . .

FOR PLANNING USE—APPROVAL OR DISAPPROVAL

ZONING ONLY: X APPROVED ___ DISAPPROVED

ZONING DISTRICT: R-4

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

INITIALS: ec

C.U.P. ONLY:

DATE: 5/30/12

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

IS PROPOSED USE GRANDFATHERED: ☐ Yes ☒ No DATE STARTED: _____

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

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

COMMENTS: _____

. . . . . .

PLEASE RETURN TO Tammy Hicks (623) 930-2209

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LIQUOR LICENSE APPLICATION
FIRE SAFETY NOTIFICATION

DATE ROUTED TO FIRE SAFETY: 5/30/12

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

APPLICANT: Knights of Columbus

ACCOUNT NO: 500002757

LOCATION: 5525 W Acoma

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

TYPE OF BUSINESS: Charitable

DOCUMENTS ROUTED: ☒ Application for Liquor License ☒ Diagram of Premises

☐ Other _____

APPROVED ✓ DISAPPROVED _____ INITIALS: KB Date: 5/3/12

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

COMMENTS: _____

PLEASE RETURN TO Tammy Hicks 623-930-2209

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CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **LIQUOR LICENSE NO. 5-6414, THE LEGEND AT ARROWHEAD**

Purpose

This is a request for City Council to approve a person-to-person transferable series 7 (Bar - Beer and Wine) license for The Legend at Arrowhead located at 21027 North 67th Avenue. The Arizona Department of Liquor Licenses and Control application (No. 07070544) was submitted by Andrea Dahlman Lewkowitz.

Background

The location of the establishment is 21027 North 67th Avenue in the Cholla District. The property is zoned SU (Special Use). The population density within a one-mile radius is 20,560. The Legend at Arrowhead 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
07	Bar - Beer and Wine	4
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	3
12	Restaurant	12
	Total	**23**

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

Public Input

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

Recommendation

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

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Susan Matousek, Revenue Administrator
SUBJECT:	LIQUOR LICENSE NO. 5-6414, THE LEGEND AT ARROWHEAD

1. Finance Department Memorandum
2. Liquor License Map

Finance Department
Memorandum

DATE: June 26, 2012

TO: Horatio Skeete, Interim City Manager

FROM: Susan Matousek, Revenue Administrator

SUBJECT: **LIQUOR LICENSE NO. 5-6414, THE LEGEND AT ARROWHEAD**

REQUEST: Person-to-Person Transferable

LICENSE: Series 7 (Bar - Beer and Wine)

LOCATION: 21027 North 67th Avenue

DISTRICT: Cholla

ZONED: SU (Special Use)

APPLICANT: Andrea Dahlman Lewkowitz

OWNER: Fore Golf Management, LLC

DETAILS OF REQUEST:

1. The population density is 20,560 persons within a one-mile radius.

2. The business is over 300 feet from any church or school.

3. The Legend at Arrowhead 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, May 7 through May 27, 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 person-to-person transferable

series 7 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.

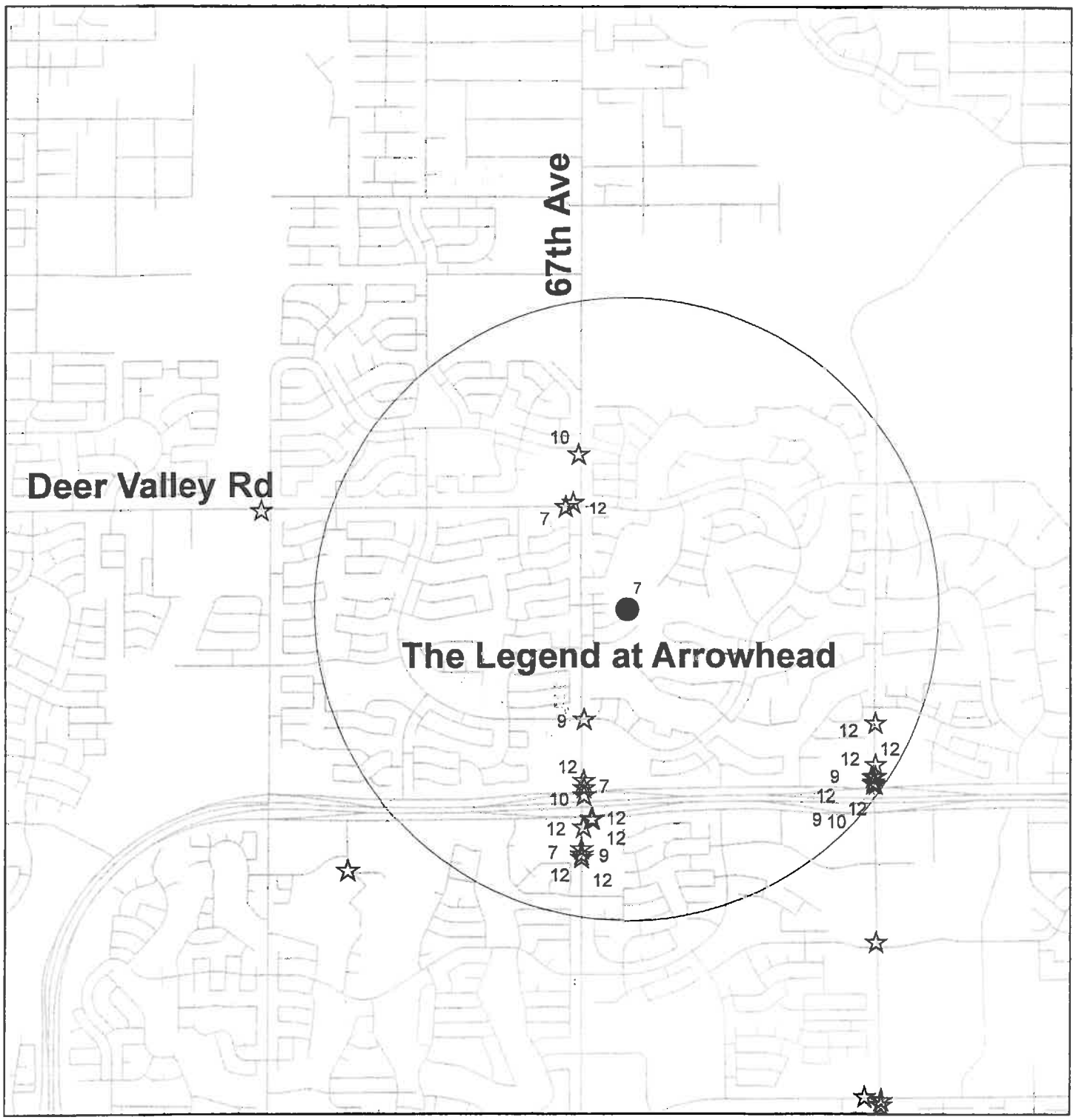
STAFF RECOMMENDATION:

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

REVIEWED BY:

Susan Matousek
Revenue Administrator

Executive Director-Financial Services



BUSINESS NAME: The Legend at Arrowhead

LOCATION: 21027 N. 67th Avenue

ZONING: SU (Special Use)

APPLICANT: Andrea Dahlman Lewkowitz

APPLICATION NO: 5-6414

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

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CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **LIQUOR LICENSE NO. 5-6415, ARROWHEAD COUNTRY CLUB SERIES 12**

Purpose

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Arrowhead Country Club located at 19888 North 73rd Avenue. The Arizona Department of Liquor Licenses and Control application (No. 12079129) was submitted by Andrea Dahlman Lewkowitz.

Background

The location of the establishment is 19888 North 73rd Avenue in the Cholla District. The property is zoned SU (Special Use). The population density within a one-mile radius is 18,929. Arrowhead Country Club 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
07	Bar - Beer and Wine	2
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	1
12	Restaurant	7
14	Private Club	1
	Total	**13**

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

Public Input

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

Recommendation

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

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Susan Matousek, Revenue Administrator
SUBJECT:	LIQUOR LICENSE NO. 5-6415, ARROWHEAD COUNTRY CLUB SERIES 12

1. Finance Department Memorandum
2. Liquor License Map

Finance Department
Memorandum

DATE: June 26, 2012

TO: Horatio Skeete, Interim City Manager

FROM: Susan Matousek, Revenue Administrator

SUBJECT: **LIQUOR LICENSE NO. 5-6415, ARROWHEAD COUNTRY CLUB SERIES 12**

REQUEST: New, Non-Transferable

LICENSE: Series 12 (Restaurant)

LOCATION: 19888 North 73rd Avenue

DISTRICT: Cholla

ZONED: SU (Special Use)

APPLICANT: Andrea Dahlman Lewkowitz

OWNER: Fore Golf Management, LLC

DETAILS OF REQUEST:

1. The population density is 18,929 persons within a one-mile radius.
2. The 300 feet from any church or school rule does not apply to this series license.
3. Arrowhead Country Club 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, May 7 through May 27, 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 applicant's capability, qualifications, and reliability.

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

PLANNING DEPARTMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

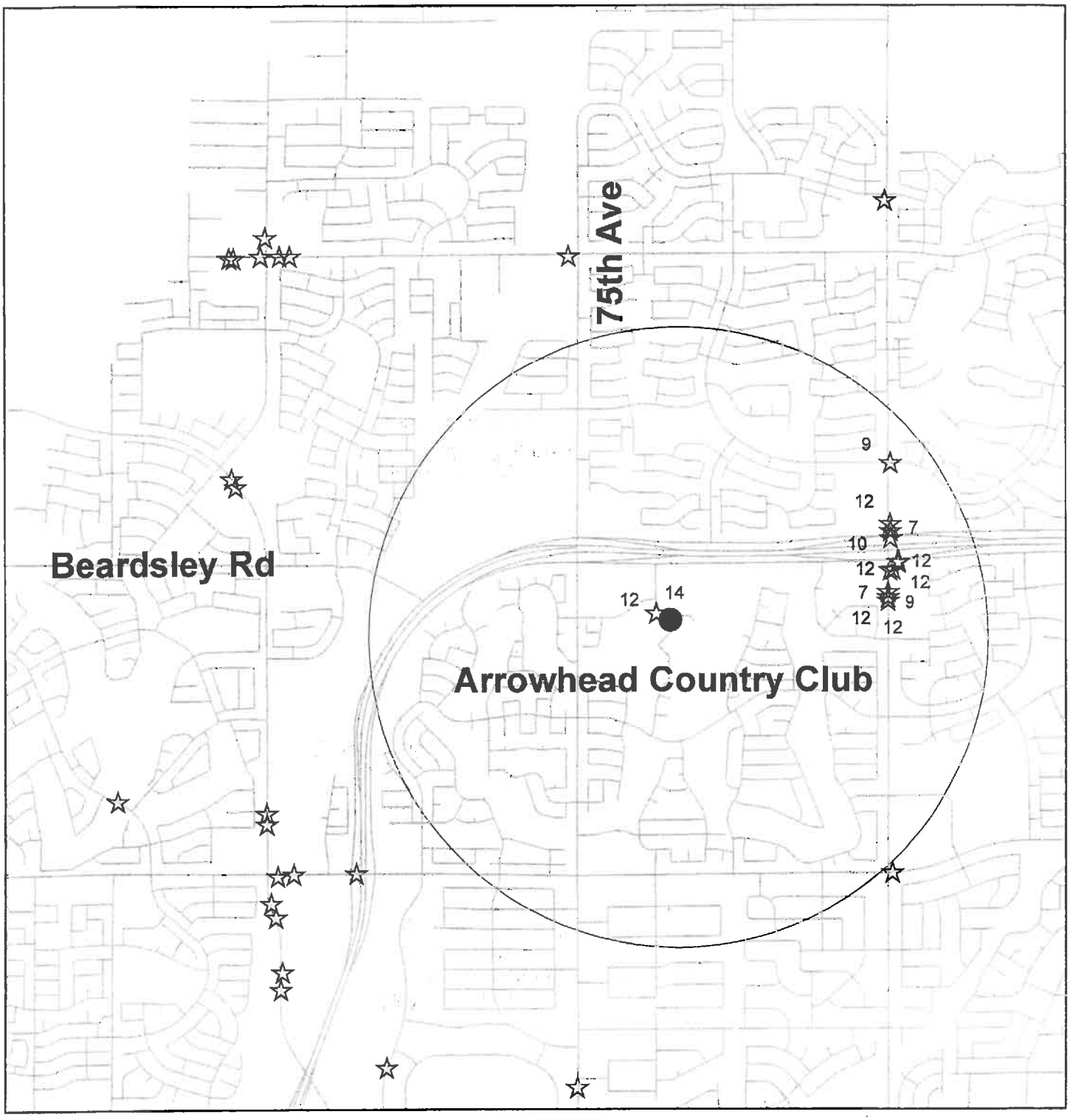
STAFF RECOMMENDATION:

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

REVIEWED BY:

Susan Matousek
Revenue Administrator

Executive Director-Financial Services



BUSINESS NAME: Arrowhead Country Club

LOCATION: 19888 N. 73rd Avenue

ZONING: SU (Special Use)

APPLICANT: Andrea Dahlman Lewkowitz

APPLICATION NO: 5-6415

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

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CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **LIQUOR LICENSE NO. 5-6415, ARROWHEAD COUNTRY CLUB SERIES 14**

Purpose

This is a request for City Council to approve a new, non-transferable series 14 (Private Club) license for Arrowhead Country Club located at 19888 North 73rd Avenue. The Arizona Department of Liquor Licenses and Control application (No. 14073065) was submitted by Andrea Dahlman Lewkowitz.

Background

The location of the establishment is 19888 North 73rd Avenue in the Cholla District. The property is zoned SU (Special Use). The population density within a one-mile radius is 18,929. Arrowhead Country Club 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
07	Bar - Beer and Wine	2
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	1
12	Restaurant	7
14	Private Club	1
	Total	**13**

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

Public Input

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

Recommendation

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

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Susan Matousek, Revenue Administrator
SUBJECT:	LIQUOR LICENSE NO. 5-6415, ARROWHEAD COUNTRY CLUB SERIES 14

1. Finance Department Memorandum
2. Liquor License Map

Finance Department
Memorandum

DATE: June 26, 2012

TO: Horatio Skeete, Interim City Manager

FROM: Susan Matousek, Revenue Administrator

SUBJECT: **LIQUOR LICENSE NO. 5-6415, ARROWHEAD COUNTRY CLUB SERIES 14**

REQUEST: New, Non-Transferable

LICENSE: Series 14 (Private Club)

LOCATION: 19888 North 73rd Avenue

DISTRICT: Cholla

ZONED: SU (Special Use)

APPLICANT: Andrea Dahlman Lewkowitz

OWNER: Fore Golf Management, LLC

DETAILS OF REQUEST:

1. The population density is 18,929 persons within a one-mile radius.

2. The business is over 300 feet from any church or school.

3. Arrowhead Country Club 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, May 7 through May 27, 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 14 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.

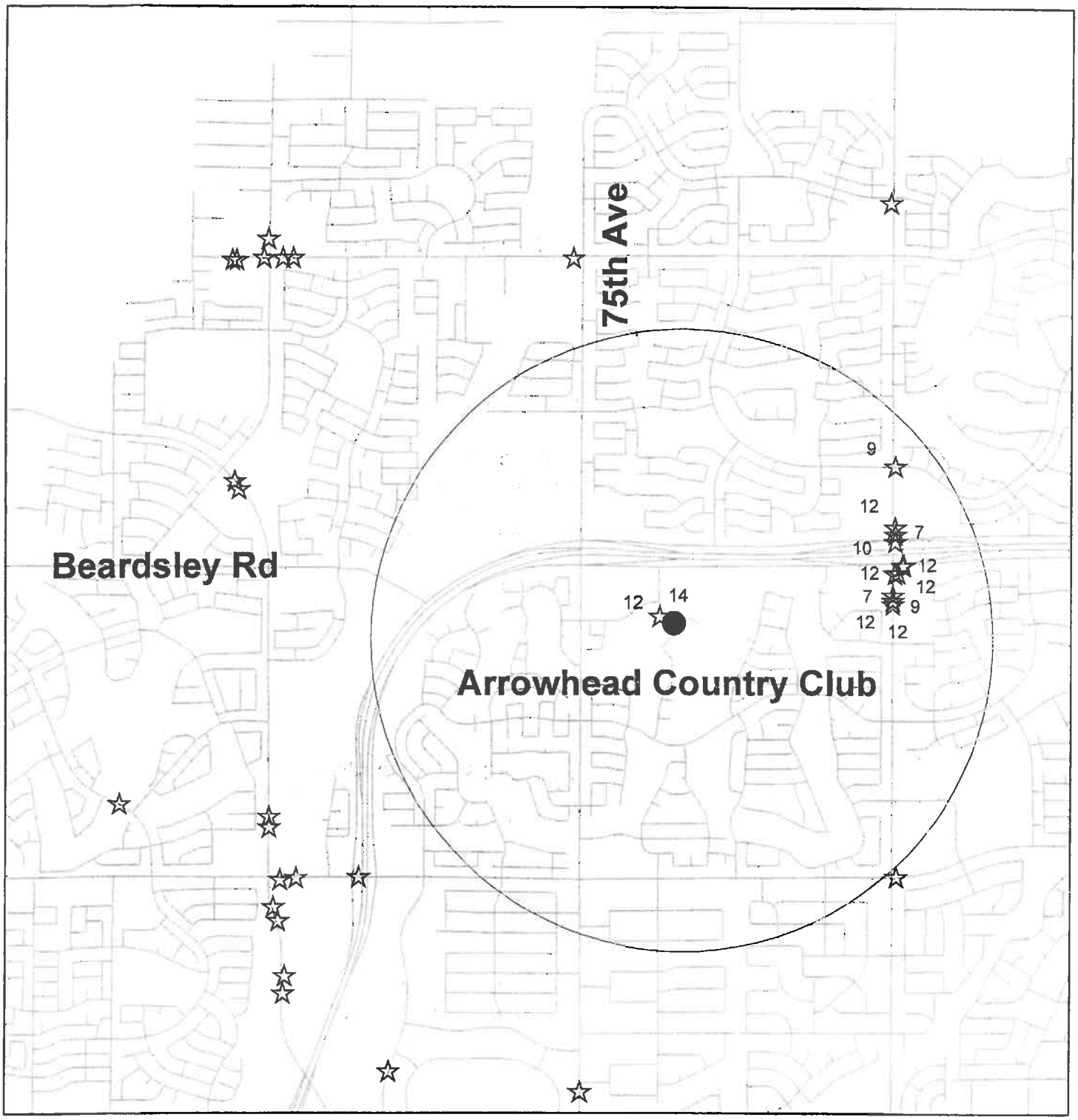
STAFF RECOMMENDATION:

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

REVIEWED BY:

Susan Matonis
Revenue Administrator

Executive Director-Financial Services



BUSINESS NAME: Arrowhead Country Club

LOCATION: 19888 N. 73rd Avenue

ZONING: SU (Special Use)

APPLICANT: Andrea Dahlman Lewkowitz

APPLICATION NO: 5-6415

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

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CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Julie Frisoni, Executive Communications Director

SUBJECT: **AUTHORIZATION FOR EXPENDITURE OF CITY FUNDS FOR THE GLENDALE CIVIC CENTER**

Purpose

This is a request for City Council to authorize the expenditure of city funds to purchase carpet and installation for the Glendale Civic Center in an amount not to exceed $115,659 from ReSource Arizona.

Background

The carpet at the Glendale Civic Center is due for replacement after being installed in 1999 when the facility opened its doors. After 13 years, with almost a million guests total using the facility, the carpet and the pad have reached their lifespan with evident wear and tear. The carpet is buckling in many areas and is no longer repairable. The lifespan of carpet in facilities such as the Glendale Civic Center is approximately 10 years. The city received two bids for carpet and installation and ReSource Arizona was determined by Materials Management to be the lowest responsive and qualified bidder. The Civic Center will use CIP funding, that is part of the building's 10 year restoration plan, to purchase the carpet, which will enable the award winning facility to continue serving clients. The installation will be scheduled within a two week timeframe to have a minimal impact on the facility.

Staff consulted with a professional designer to determine the best product to accommodate the foot-traffic of approximately 62,000 guests a year, daily use of hundreds of tables, chairs and heavy equipment on the carpet, as well as the use of food and beverage in the building. The designer also made recommendations to match the facility's chairs, wall coverings and granite flooring. The ballroom and hallway carpet will be comprised of individual modular carpet tiles, three foot by three foot squares, allowing sections of carpet to be replaced or cleaned one at a time. Not only is this style of carpet common in large facilities such as conference centers, casinos and hotels, it will allow the life of the carpet to be extended.

Community Benefit

The mission of the Glendale Civic Center is to provide top-quality meeting and banquet facilities and services and to encourage local economic growth. Updated furnishings allow the facility to remain relevant and competitive within the hospitality industry.

Budget Impacts & Costs

Funds are available in the FY 2011-12 capital improvement plan. There are no operating costs associated with this project once completed.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		$115,659

Account Name, Fund, Account and Line Item Number:
Civic Center 10 Year Restoration, Account No. 1740-84555-551000, $115,659

Recommendation

Approve the expenditure of city funds and purchase carpet and installation for the Glendale Civic Center in an amount not to exceed $115,659 from ReSource Arizona.

Horatio Skeete
Interim City Manager

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Chuck Murphy, Executive Director, Information Technology & Innovation

SUBJECT: **ORACLE DATABASE SOFTWARE MAINTENANCE AND SUPPORT RENEWAL**

Purpose

This is a request for City Council to approve the expenditure of funds for the city's Oracle database annual software maintenance and support renewal from the State of Arizona contract with SHI, Inc. in the amount of $97,469.67.

Background

Several of the city's business applications utilize Oracle's database software which requires an annual maintenance contract to ensure optimal performance. The Oracle database maintenance agreement provides software support, security and software updates, fixes, and upgrade rights.

Budget Impacts & Costs

Funds are available in the FY 2012-13 operating budget of the Technology and Innovation's Technology Replacement Fund.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		$97,469.67

Account Name, Fund, Account and Line Item Number:
Technology Replacement, Account No. 1140-11530-522700, $97,469.67

Recommendation

Approve the expenditure of funds for the city's Oracle database annual software maintenance and support renewal from the State of Arizona contract with SHI, Inc. in the amount of $97,469.67.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Chuck Murphy, Executive Director, Information Technology & Innovation
SUBJECT:	ORACLE DATABASE SOFTWARE MAINTENANCE AND SUPPORT RENEWAL

1. SHI Oracle Database Software Update License and Support Renewal Quote # 5475809 for $936.21; dated 5/11/12
2. SHI Oracle Database Software Update License and Support Renewal Quote # 5475767 for $10,047.97; dated 5/11/12
3. SHI Oracle Database Software Update License and Support Renewal Quote # 5475758 for $86,485.49; dated 5/11/12

Pricing Proposal
Quotation #: 5475809
Created On: 5/11/2012
Valid Until: 6/10/2012

City of Glendale AZ

Diana Bundschuh
AZ
UNITED STATES
Phone: (623) 930-2904
Fax:
Email: DBundschuh@GLENDALEAZ.com

SLED Account Executive - AZ, CO, NV

Amelia Edmondson
1125 17th Street, Suite 730
Denver, CO 80202
Phone: 303-723-5256
Fax: 303-723-5257
Email: Amelia_Edmondson@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Software Update License & Support renewal for City of Glendale AZ Oracle America Inc. - Part#: NPN-ORACL-COGAZ-R3 **Note:** Support Period: 9/01/12 to 8/31/13	1	$856.55	$856.55
			Subtotal	$856.55
			*Tax	$79.66
			Total	$936.21

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

"SHI acknowledges that the City of Glendale is purchasing the products, services, or licenses included in this invoice pursuant to Arizona State Contract No. ADSPO 11-007500. The City of Glendale will enjoy all the rights and remedies available to the State of Arizona under the above-referenced State Contract."

WSCA Contract AZ: ADSPO11-007500

SHI has recently been awarded as an Direct Reseller for Arizona's HP / WSCA Contract." Now there are no boundaries to using SHI for your HP solutions"

First time user for SHI Direct website? Please use the following information when registering.

Arizona K-12:
http://www.publicsector.shidirect.com/k12/azi
Token: 8442
Access Key: BB5WNY5L7A

Arizona Gov't:
http://www.publicsector.shidirect.com/slg/az
Token: 8496
Access Key: BWB!UPBWYA

Arizona Hi-Ed:
http://www.publicsector.shidirect.com/hied/az
Token:8393
Access Key:UW9R45KM3!

Colorado Gov't:
http://www.publicsector.shidirect.com/slg/co
Token:8499
Access Key:3PQT94B6WZ

Colorado Hi-Ed:
http://www.publicsector.shidirect.com/hied/co
Token:8396
Access Key:HNN2I33U65

Colorado K-12
http://www.publicsector.shidirect.com/k12/co
Token: 8445
Access Key: 45KMYUXE8X

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Service Level:	Software Update License & Support				End Date: 31-Aug-13
Product Description	**CSI #**	**Qty**	**License Metric**	**License Level / Type**	**Start Date**
User Productivity Kit Standard - UPK Developer Perpetual	14479750	250		FULL USE	1-Sep-12

Pricing Proposal
Quotation #: 5475767
Created On: 5/11/2012
Valid Until: 6/10/2012

City of Glendale AZ

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Email: Amelia_Edmondson@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Software Update License & Support renewal for City of Glendale AZ Oracle America Inc. - Part#: NPN-ORACL-COGAZ-R2 **Note:** Support Period: 9/01/12 to 8/31/13	1	$9,193.02	$9,193.02

Subtotal	$9,193.02
*Tax	$854.95
Total	$10,047.97

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

"SHI acknowledges that the City of Glendale is purchasing the products, services, or licenses included in this invoice pursuant to Arizona State Contract No. ADSPO 11-007500. The City of Glendale will enjoy all the rights and remedies available to the State of Arizona under the above-referenced State Contract."

WSCA Contract AZ: ADSPO11-007500

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Service Level:	Software Update License & Support				End Date: 31-Aug-13
Product Description	**CSI #**	**Qty**	**License Metric**	**License Level / Type**	**Start Date**
Oracle Database Enterprise Edition - Processor Perpetual	16250902	2		FULL USE	1-Sep-12

Pricing Proposal
Quotation #: 5475758
Created On: 5/11/2012
Valid Until: 6/10/2012

City of Glendale AZ

Diana Bundschuh
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SLED Account Executive - AZ, CO, NV

Amelia Edmondson
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Fax: 303-723-5257
Email: Amelia_Edmondson@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Software Update License & Support renewal for City of Glendale AZ Oracle America Inc. - Part#: NPN-ORACL-COGAZ-R **Note:** Support Period: 9/01/12 to 8/31/13	1	$79,126.71	$79,126.71

Subtotal	$79,126.71
*Tax	$7,358.78
Total	$86,485.49

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

"SHI acknowledges that the City of Glendale is purchasing the products, services, or licenses included in this invoice pursuant to Arizona State Contract No. ADSPO 11-007500. The City of Glendale will enjoy all the rights and remedies available to the State of Arizona under the above-referenced State Contract."

WSCA Contract AZ: ADSPO11-007500

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Colorado K-12
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Service Level:	Software Update License & Support	End Date: 31-Aug-13

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date
Oracle Database Enterprise Edition - Processor Perpetual	3699442	4		FULL USE	1-Sep-12
Oracle Database Enterprise Edition - Named User Plus Perpetual	3699442	40			1-Sep-12
Diagnostics Pack - Named User Plus Perpetual	3699442	40			1-Sep-12
Tuning Pack - Named User Plus Perpetual	3699442	40			1-Sep-12
Internet Developer Suite - Named User Plus Perpetual	3699442	7			1-Sep-12
Oracle Database Enterprise Edition - Processor Perpetual	3699442	2			1-Sep-12
Diagnostics Pack - Processor Perpetual	3699442	1			1-Sep-12
Programmer - Named User Plus Perpetual	3699442	7			1-Sep-12
Tuning Pack - Processor Perpetual	3699442	1			1-Sep-12
Tuning Pack - Processor Perpetual	3699442	5		FULL USE	1-Sep-12
Diagnostics Pack - Processor Perpetual	3699442	5		FULL USE	1-Sep-12
Oracle Standard Edition One - Processor Perpetual	15849943	1		FULL USE	1-Sep-12

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Chuck Murphy, Executive Director, Information Technology & Innovation

SUBJECT: **ORACLE PEOPLESOFT SOFTWARE MAINTENANCE AND SUPPORT RENEWAL**

Purpose

This is a request for City Council to approve the expenditure of funds for the city's Oracle PeopleSoft software maintenance and support renewal from the State of Arizona contract with SHI, Inc. in the amount of $367,365.40.

Background

The city utilizes Oracle's PeopleSoft products for human capital management, finance, and payroll systems. These systems require an annual maintenance contract to ensure optimal performance. Annual PeopleSoft maintenance and support provides software support, general updates, fixes, upgrade rights, 1099 and payroll tax updates.

The request for proposal, PeopleSoft HCM 8.9 Payroll Tax Updates and ERP Software Support Services, was posted for four weeks to determine if any other companies could provide the needed PeopleSoft support and payroll updates. The city did not receive any responses; therefore, the purchase will default to SHI, Inc. a state contracted vendor that is authorized to broker Oracle annual maintenance contracts.

Budget Impacts & Costs

Funds are available in the FY 2012-13 operating budget of the Technology and Innovation's Technology Replacement Fund.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		$367,365.40

Account Name, Fund, Account and Line Item Number:
Technology Replacement, Account No. 1140-11530-522700, $367,365.40

Recommendation

Approve the expenditure of funds for Oracle PeopleSoft software maintenance and support renewal from the State of Arizona contract with SHI, Inc. in the amount of $367,365.40.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Chuck Murphy, Executive Director, Information Technology & Innovation
SUBJECT:	ORACLE PEOPLESOFT SOFTWARE MAINTENANCE AND SUPPORT RENEWAL

1. SHI Oracle PeopleSoft Renewal Quote # 5460257 for $311,895.65; dated 5/07/12
2. SHI Oracle PeopleSoft Renewal Quote # 5460296 for $55,469.75; dated 5/07/12

Pricing Proposal
Quotation #: 5460257
Created On: 5/7/2012
Valid Until: 8/31/2012

City of Glendale AZ

Diana Bundschuh
AZ
UNITED STATES
Phone: (623) 930-2904
Fax:
Email: DBundschuh@GLENDALEAZ.com

SLED Account Executive - AZ, CO, NV

Amelia Edmondson
1125 17th Street, Suite 730
Denver, CO 80202
Phone: 303-723-5256
Fax: 303-723-5257
Email: Amelia_Edmondson@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Oracle Renewal for Contract P-95-242-02-004--44 Oracle America Inc. - Part#: P-95-242-02-004--44 **Note:** 9/1/2012 - 8/31/2013	1	$280,086.13	$280,086.13
2	Oracle Renewal for Contract P-95-242-02-004--44 - Extended Maintenance Oracle America Inc. - Part#: P-95-242-02-004--44 **Note:** 9/1/2012 - 12/31/2012	1	$5,271.28	$5,271.28

Subtotal	$285,357.41
*Tax	$26,538.24
Total	$311,895.65

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

"SHI acknowledges that the City of Glendale is purchasing the products, services, or licenses included in this invoice pursuant to Arizona State Contract No. ADSPO 11-007500. The City of Glendale will enjoy all the rights and remedies available to the State of Arizona under the above-referenced State Contract."

WSCA Contract AZ: ADSPO11-007500

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Arizona Hi-Ed:
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Access Key:UW9R45KM3!

Colorado Gov't:

http://www.publicsector.shidirect.com/slg/co
Token:8499
Access Key:3PQT94B6WZ

Colorado Hi-Ed:
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Token:8396
Access Key:HNN2I33U65

Colorado K-12
http://www.publicsector.shidirect.com/k12/co
Token: 8445
Access Key: 45KMYUXE8X

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Pricing Proposal
Quotation #: 5460296
Created On: 5/7/2012
Valid Until: 12/31/2012

City of Glendale AZ

Diana Bundschuh
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Phone: (623) 930-2904
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SLED Account Executive - AZ, CO, NV

Amelia Edmondson
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Denver, CO 80202
Phone: 303-723-5256
Fax: 303-723-5257
Email: Amelia_Edmondson@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Oracle Renewal for Contract # 5472524 Oracle America Inc. - Part#: 5472524 **Note:** 1/1/2012 - 12/31/2012	1	$50,750.00	$50,750.00

Subtotal	$50,750.00
*Tax	$4,719.75
Total	$55,469.75

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

"SHI acknowledges that the City of Glendale is purchasing the products, services, or licenses included in this invoice pursuant to Arizona State Contract No. ADSPO 11-007500. The City of Glendale will enjoy all the rights and remedies available to the State of Arizona under the above-referenced State Contract."

WSCA Contract AZ: ADSPO11-007500

SHI has recently been awarded as an Direct Reseller for Arizona's HP / WSCA Contract." Now there are no boundaries to using SHI for your HP solutions"

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Access Key:3PQT94B6WZ

Colorado Hi-Ed:
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Access Key:HNN2I33U65

Colorado K-12
http://www.publicsector.shidirect.com/k12/co
Token: 8445
Access Key: 45KMYUXE8X

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

RESOLUTION NO. 4587 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A HIGHWAY SAFETY CONTRACT WITH STATE OF ARIZONA, GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR THE ACCEPTANCE OF A GRANT FOR THE OCCUPANT PROTECTION EDUCATION AND EQUIPMENT PROJECT BY THE GLENDALE FIRE DEPARTMENT.

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 authorizes the City Manager to enter into the Highway Safety Contract (GOHS Contract No. 2012-OP-020) with the Governor's Office of Highway Safety in the approximate amount of $7,164.51 for the Occupant Protection Education and Equipment Project by the Glendale Fire Department.

SECTION 2. That the City Manager, or his designee, is hereby authorized and directed 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:

_____
City Manager

g_fire_gohs.doc

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Mark Burdick, Fire Chief

SUBJECT: **ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANT FOR THE CHILD SAFETY SEAT PROGRAM**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to accept an Arizona Governor's Office of Highway Safety (AGOHS) Grant in the amount of $7,164.51 to continue the Glendale Fire Department's (GFD) child safety seat program.

Background

The GFD began conducting child safety seat inspections, installations, and education in 2003 when a Federal Emergency Management Agency Fire Act Grant provided funding to launch this program. Since the inception of this program, it has been primarily funded through the use of donated car seats and citizen volunteers.

In 2011, the GFD sought and received a grant through the AGOHS Occupant Protection Program to continue offering child safety seat education in the amount of $20,959. Since the grant was awarded in February 2011, midway through the AGOHS 2011 grant cycle, not all of the funding was spent before the grant expired on September 30, 2011. The approval of this request will enable the GFD to use the unspent portion of the 2011 grant to purchase child safety seats, supplies, as well as provide critical training. Due to delays with the state processing of the grant paperwork, this extension was only recently approved. Staff will, however, be able to use the unspent portion before the new expiration date of September 30, 2012.

Previous Council/Staff Actions

On September 27, 2011, Council adopted Resolution No. 4514, New Series, for the acceptance of an AGOHS Child Safety Seat Grant to continue the GFD safety seat program in the amount of $10,000.

On February 8, 2011, Council adopted Resolution No. 4457, New Series, for the acceptance of an AGOHS Child Safety Seat Grant to continue the GFD safety seat program in the amount of $20,959.

On February 8, 2011, Council adopted Resolution No. 4458, New Series, for an Agency Agreement of AGOHS for the Children are Priceless Passengers (CAPP) Program and further authorized the GFD to collect up to $25 for the class fee.

Since 2000, Council has approved several Governor's Office of Highway Safety grants awarded to the Glendale Police Department.

Community Benefit

The objective of this grant is to reduce the number of children riding unrestrained in passenger vehicles. With this grant, the GFD will reach approximately 240 families, caregivers and new parents with vital information on safety seat selection, use and installation.

Budget Impacts & Costs

The grant funding requested will be for the unspent balance of the 2011 AGOHS award. There is no grant match requirement.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X					$7,164.51

Account Name, Fund, Account and Line Item Number:
GOHS Occu Protection Educ., Account No. 1840-34071-500600, $1,840
GOHS Occu Protection Educ., Account No. 1840-34071-518200, $2,655
GOHS Occu Protection Educ., Account No. 1840-34071-524400, $2,669.51

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the City Manager to accept an Arizona Governor's Office of Highway Safety Grant in the amount of $7,164.51 to continue the Glendale Fire Department's child safety seat program.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Mark Burdick, Fire Chief
SUBJECT:	ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANT FOR THE CHILD SAFETY SEAT PROGRAM

1. Resolution
2. Highway Safety Contract

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual, and the Schedules A, B, and C, attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.

PART I.		**CFDA: 20.600**
1.	**APPLICANT AGENCY:** City of Glendale Fire Department	**GOHS CONTRACT NUMBER:** **2012-OP-020**
	ADDRESS: 5800 West Glenn Drive, Suite 350, Glendale, Arizona 85301	**PROGRAM AREA: 402– OP** **TASK: 1, 2, 3, 4**
2.	**GOVERNMENTAL UNIT** City of Glendale	**AGENCY CONTACT:** Lisa Kutis
	ADDRESS: 5850 W. Glendale Ave., 4th Floor, Ste. 431, Glendale, AZ 85301	**3. PROJECT TITLE:** Occupant Protection Education and Equipment
4.	**GUIDELINES:** 402 – Occupant Protection (OP)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal (402) funds will support Personnel Services (Overtime), Employee Related Expenses, Capital Outlay: Sixty (60) Child Safety Seats, Materials/Supplies, Professional and Outside Services: Certification for four new Child Passenger Safety Technicians, and Travel Out-of-State: LifeSavers Conference in Orlando, Florida to enhance Occupant Protection throughout the City of Glendale.

6.	**BUDGET** **COST CATEGORY**	**Project Period** **FY 2012**
I.	**Personnel Services**	$ 1,840.00
II.	**Employee Related Expenses**	$355.00
III.	**Professional and Outside Services**	$300.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$2,000.00
VI.	**Materials and Supplies**	$229.51
VII.	**Other Expenses**	$0.00
VIII.	**Capital Outlay**	$2,440.00
	TOTAL ESTIMATED COSTS	**$7,164.51**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO: 09-30-2012**
CURRENT GRANT PERIOD	**FROM:** 10-01-2011	**TO: 09-30-2012**

TOTAL FEDERAL FUNDS OBLIGATED THIS FY: $7,164.51

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

City of Glendale Fire Department Background:
The City of Glendale's population is approximately 250,200, with a median age of 31.5 years. The City of Glendale covers 58.2 square miles and contains 102 miles of arterial roadways and 615 miles of collector and residential roadways. In addition, approximately 12 miles of state highways pass through Glendale. A 2009 Nielsen Company study estimates that most Glendale households (70.5%) are families and approximately 92.6% of households have at least 1 vehicle. In addition, an estimated 24.7% of the city's total population is under the age of 14, and 8.9% of them are under the age of 4. The median household income in Glendale is estimated at $62,700 but just over 10% of Glendale households earn below the poverty level.

City of Glendale Fire Department Problem:
Unrestrained or improperly restrained children in motor vehicles is a persistent safety issue nationwide and spans all income levels and demographics. The Safe Kids USA Coalition states that motor vehicle collisions are a major cause of death for children under the age of 14.

In the City of Glendale, children under the age of 14 account for approximately 25% of the population. Fire department statistics for 2007, 2008 and 2009 reveal that over 100 children under the age of 14 are transported to the hospital each year with injuries sustained in vehicle accidents. Of those, 10.2% were infants under the age of 1-year and 10.8% were 13-year-olds. These two age groups indicate that education is needed for both infant safety seat usage and seatbelt usage for older passengers.

The tables below show age groups and the percentage of vehicle accidents that resulted in hospital transports in 2009, 2008 and 2007.

Age Group	% of Glendale Population	% of Accidents with Injuries
0 – 4 years	8.9%	30.6%
5 – 9 years	8.1%	28.3%
10 – 14 years	7.75%	41.1%

Age in Years	2009 Transports	2008 Transports	2007 Transports	Total Transports	% Of Transports	Ages by Groups
0	17	6	13	36	10.2%	
1	6	7	3	16	4.5%	
2	6	5	6	17	4.8%	30.6%
3	8	7	10	25	7.1%	
4	4	2	8	14	4.0%	
5	3	6	6	15	4.2%	
6	9	7	5	21	5.9%	
7	5	6	6	17	4.8%	28.3%
8	6	7	6	19	5.4%	
9	10	8	10	28	7.9%	
10	3	3	11	17	4.8%	
11	10	13	7	30	8.5%	
12	5	12	13	30	8.5%	41.1%
13	11	4	23	38	10.8%	
14	11	9	10	30	8.5%	
Total Transports	114	102	137	353	100.0%	

The dramatic decline in Child Restraint Citations from 2007 to 2009, down by 124%, speaks to the effectiveness of safety seat education programs. Children transported to hospitals with injuries sustained in vehicle accidents during this three-year period declined by 20%, and this encouraging trend is continuing in 2010. However, as of October 2010, with the complete loss of funding for this program, Child Restraint Citations are inching upward again. The community is on track to exceed 2009's total Child Restraint Citations by 13%.

City of Glendale Attempts to Solve Problem:

The City of Glendale Fire Department is proactive in its approach to public safety by emphasizing prevention, which is one of the department's five core services. The department currently has a crew of 10 child safety seat technicians. The Glendale Fire Department began conducting child safety seat inspections, installations and education in 2005 when a Fire Act grant provided the seed money to launch this program. Statistics from 2007 to 2009 suggest that the child safety seat program had a positive impact on reducing the number of child restraint citations issued in Glendale.

In the fiscal year 2011 with assistance from the Governor's Office of Highway Safety, the City of Glendale Fire Department purchased 98 new child safety seats to distribute to parents, caregivers and families in need. The City of Glendale Fire Department was also able to purchase an enclosed cargo trailer wrapped in the car seat safety message. This message is fundamental in promoting the importance of child passenger safety to the residents of Glendale and the surrounding areas as they will see the message every time the trailer travels to an event. This trailer has also made it possible for the City of Glendale Fire Department to have regular car seat events and transport supplies to each event. In addition, The City of Glendale also purchased 2

large canopies for the car seat events, 500 foam blocks, and a media projector to assist in teaching the New Parent Car Seat Classes.

The City of Glendale Funding:
Federal (402) funds will support Personnel Services (Overtime), Employee Related Expenses, Capital Outlay: Sixty (60) Child Safety Seats, Materials/Supplies: Foam Block, slip guard, locking clips, clipboards, pens, and Professional and Outside Services: Certification for four new Child Passenger Safety Technicians, and Travel Out-of-State: LifeSavers Conference in Orlando, Florida to enhance Occupant Protection throughout the City of Glendale.

How the City of Glendale Will Solve Problem With Funding:
A series of five additional safety seat awareness classes and three safety seat events will be conducted at targeted locations, to conduct installations and inspections and reinforce the lessons taught in the classes. One-hour classes will be offered during the months of October through March 2012. They will be held during evening hours to enable working parents to attend. Each class will give a general overview of proper car seat use, what type of seat is appropriate for each age and stage of development, the importance of adult seatbelt use and basic installation instructions. Attendees will be required to take a pre and post test in order to evaluate the knowledge they received as a result of the class. Class locations will include new parents at the two Glendale hospital childbirth classes, Head-start parents, and parents of children in pre-schools and childcare centers in Glendale.

The classes will be publicized on the Glendale Fire Department website, at the two local hospitals, with the Glendale Police Department, and by flyer to local preschools, head starts and childcare centers. The City of Glendale Fire department will work with Glendale Police Department and City Court to encourage drivers who have been cited for non-use or misuse of child passenger safety seats to attend CAPP classes.

In addition, 3 additional car seat check-up events will be scheduled. Certified car seat technicians will inspect/install seats and educate parents on the installation of their own child safety seat. Parents will be required to complete a survey at the event. Documentation will include a count of seats inspected and installed, accounts of misuse identified and corrections made.

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2010)	TWO YEARS AGO (2009)	THREE YEARS AGO (2008)
TRAFFIC CALLS FOR SERVICE	6596	6561	7220
INJURIES	1067	1060	1102
FATALITIES	17	14	15
CRASH TO HOSPITAL ARRIVAL TIMES	0:30:26	0:30:22	0:31:41

GOALS/OBJECTIVES:

Federal (402) funds will support Personnel Services (Overtime), Employee Related Expenses, Capital Outlay: Sixty (60) Child Safety Seats, Materials/Supplies: Foam Block, slip guard, locking clips, clipboards, pens, and Professional and Outside Services: Certification for four new Child Passenger Safety Technicians, and Travel Out-of-State: LifeSavers Conference in Orlando, Florida to enhance Occupant Protection throughout the City of Glendale. The following goals and objectives shall be accomplished as a result of this funding:

- Expend funding for Personnel Services (overtime) and Employee Related Expenses provided for Occupant Protection Enforcement activities by **September 30, 2012.**

- Expend funding for Occupant Protection Enforcement Capital Outlay (equipment) by purchasing **Sixty (60) Child Safety Seats** by **September 30, 2012.**

- Expend funding for Occupant Protection Enforcement by purchasing Professional/Outside Services: **Certification for four (4) new Nationally Certified Child Passenger Safety Technicians,** Materials/Supplies: **foam blocks, slip guards, locking clips, and miscellaneous materials and supplies, and Travel Out-of-State: LifeSavers Conference in Orlando, Florida to** continue the outlined programs for child passenger safety within the City of Glendale by **September 30, 2012.**

- To reduce the number of vehicle occupant fatalities less than **five years of age.**

- To reduce the number of vehicle occupants injured less than **five years of age.**

- To conduct **five (5) child safety seat classes** by **September 30, 2012.**

- To conduct **three (3)** child safety seat inspection/installation events by **September 30, 2012.** The events shall address the importance of proper and consistent use of child safety seats and seat belts.

METHOD OF PROCEDURE:

The Glendale Fire Department will implement the following strategies to meet the outlined goals and objectives:

- Increase Occupant Protection enforcement capabilities by implementing additional personnel services (overtime) and Employee Related Expenses to participate in Occupant Protection Enforcement activities.

- Increase Occupant Protection Enforcement and Education capabilities by purchasing **Sixty (60) Child Safety Seats.**

- Implement funding for Occupant Protection Enforcement and Education for Professional/Outside Services: **Certification for four (4) new Nationally Certified Child Passenger Safety Technicians** and Materials/Supplies: **foam blocks, slip guards, locking clips, and miscellaneous materials and supplies, and Travel Out-of-State: LifeSavers Conference in Orlando, Florida** to continue the outlined programs for child passenger safety and seatbelt programs within the City of Glendale.

- Provide child passenger safety technician training and certification, child seat inspections, and child safety seat distribution to low income families

- Promote correct use of child restraint systems among the general public, parents, child care providers, health professionals, emergency medical personnel, law enforcement officers, and the court system.

- Maintain a pool of certified child passenger safety instructors and technicians (CPST's) that can routinely provide child safety seat check-ups to meet demand within their local communities.

- Increase the availability of child safety seats for low-income families.

- Target educational campaigns to low-use rate or nonuser populations identified through analysis of available data.

- Continue public education efforts aimed at increasing proper and consistent use of safety belts and child restraint systems and expand outreach to a variety of members of the community.

- To continue participation in the Children Are Priceless Passengers (CAPP) a child safety seat program through **December 31, 2012.**

- To implement a press conference or media event promoting the National Child Passenger Safety Awareness Week September 16-22, 2012. Activity information will be provided 2 weeks in advance to the GOHS Occupant Protection Coordinator.

- To maintain the Occupant Protection operational plan to established with the method of operation, goals and objectives applicable upon initiation of contracted grant program.

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

EQUIPMENT:

Sixty (60) Child Safety Seats

Agencies receiving funding for Equipment for Public Distribution such as Child Safety Seats and Bicycle Helmets shall provide a press release. The purpose of this press release will be to advise the community of on-going public awareness programs within the community.

The Glendale Fire Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Glendale Fire Department further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by GOHS or to transfer or otherwise dispose of such equipment as directed by GOHS.

No equipment shall be conveyed, sold, salvaged, transferred, etc., without the express written approval of GOHS.

The Glendale Fire Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract while they are in possession and control prior to public distribution.

Insurance:

The Glendale Fire Department shall insure any equipment purchased under this Contract for the duration of its useful life prior to public distribution. **Self-insurance meets this requirement.**

Administrative and Maintenance Costs:

The Glendale Fire Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the **[Sixty (60) Child Safety Seats]** while they are in possession and control prior to public distribution.

Equipment Purchase (Child Safety Seats):

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period. Child Safety Seats will only be distributed by certified Child Passenger Safety Technicians along with appropriate installation instruction and education.

Failure to meet these requirements could result in cancellation of the contract. If these requirements cannot be met, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

SPECIFIC REQUIREMENTS:

Requirements for Professional and Outside Services:

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

Procurement procedures shall be in accordance with the Project Director's Manual and Schedule C, Section X. Additionally, the Glendale Fire Department shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Glendale Fire Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and

objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- Description of projects/activities conducted to achieve goals and objectives supported by the funding.
- Progress towards the completion of the project meeting the goals and objectives of the funded project. Examples additionally include public information, educational activities, electronic and printed media activities (include newspaper clippings)
- Report of status of procurement process as well as the current and federal fiscal year-to-date program expenditures (equipment materials/supplies etc.)
- Specific problem areas encountered and solutions identified (if applicable)
- Photograph of capital outlay equipment **[Sixty (60) Child Safety Seats]**
- Appropriate signatures

Report Schedule

Reporting Period	Due Date
Quarterly Report (October 1 to December 31)	January 15
Quarterly Report (January 1 to March 31)	April 15
Quarterly Report (April 1 to June 30)	July 15
Quarterly Report (July 1 to September 30)	October 31
Final Statement of Accomplishment	October 31

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. ***Note:*** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than 30 days following the contract end date.** All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the GOHS project coordinator to determine the following:

- How effective was the funded project in reducing or eliminating the identified traffic safety problem?
- Were the goals and objectives outlined in the contract achieved?
- What positive accomplishments or obstacles/deficiencies did the grantee face in pursuit of their respective goals and objectives?

- Evaluate the overall worth of the project?
- Will the project be continued in the future (Describe in detail) regardless of assistance from GOHS?

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Mark Burdick, Fire Chief, Glendale Fire Department, shall serve as Project Director.

Lisa Kutis, Community Relations Manager, Glendale Fire Department, shall serve as Project Administrator.

Michélle Jimenez, Occupant Protection Coordinator, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The Governor's Office of Highway Safety will provide the RCI template and instructions with this contract. Failure to meet this requirement may be cause to terminate the project under Schedule C, IIB.

The 10 percent retention, Schedule C, IIA, is waived.

PROJECT MONITORING:

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing

partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Total Awarded Amount	Type of Monitoring
Under $15,000,00	Desk Review/Phone Conference
$15,000-$50,000	In-House GOHS Review
$50,000+	On-Site
Capital Outlay $5,000+ (Single Item)	On-Site

Desk Review	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence.
Phone Conference	A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact must be present during the phone conference.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Completed at GOHS in a meeting setting with affected personnel. Monitoring form written on-site and reviewed later with agency by Project Coordinator before providing a copy to the grantee.

On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information Conducted at agency with monitoring form completed on-site by Project Coordinator. GOHS will provide findings to agency via letter and a copy of monitoring form to the grantee.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance with be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

Electronic, handwritten and verbal requests to alter the Contract in any manner will not be accepted.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	**Personnel Services (overtime)** **Safety Seat Technician - Classes $400.00** **Safety Seat Technicians – Events $1,440.00**	**$1,840.00**
II.	**Employee Related Expenses**	**$355.00**
III.	**Professional and Outside Services** **Four (4) Certifications for New Technicians - $75.00**	**$300.00**
IV.	Travel In-State	$0.00
V.	**Travel Out-of-State:** **-LifeSavers Conference Orlando, Florida** **-Registration: $350.00** **-Airfare including luggage: $550.00** **-Lodging: $641.00** **-Shuttle transportation: $34.00** **-Meals: $203.00**	**$2,000.00**
VI.	**Materials and Supplies:** **Foam blocks, slip guards, locking clips, miscellaneous materials & supplies.**	**$229.51**
VII.	**Capital Outlay:** **Sixty (60) Child Safety Seats:** **-Twenty (20) Booster Seats: $1,060.00** **-Twenty (20) Convertible Seats: $890.00** **-Twenty (20) High Back Booster Seats: $490.00**	**$2,440.00**
	TOTAL ESTIMATED COSTS	***$7,164.51**

*Includes all applicable training, tax, freight, and advertising costs. This is the maximum amount to be reimbursed. It is agreed and understood that the Glendale Fire Department shall absorb expenditures in excess of **$7,164.51**.

HIGHWAY SAFETY CONTRACT

SCHEDULE C

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HIGHWAY SAFETY CONTRACT

SCHEDULE C

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SCHEDULE C

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. Ten percent (10%) of the claim amount can be maintained by STATE until satisfactory conclusion of the Contract.

B. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".

C. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

D. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 and any checklist attached to Schedule B will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*

OMB Circular No. A-102 (Revised): *Grants and Cooperative Agreements with State and Local Governments*
The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.

1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will

not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Sudan and Iran

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

XXI. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will

discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXII. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

REIMBURSEMENT INSTRUCTIONS

1. ***Agency Official authorized by Project Director to certify and sign Reports of Costs Incurred (RCIs):***

Name: Lisa Kutis

Title: Public Information & Communications Mgr.

Telephone Number: 623-930-4487 Fax Number: _____

E-mail Address: lkutis@glendaleaz.com

2. ***Agency's Fiscal Contact:***

Name: Lorrie Moreno

Title: Projects Administrator

Telephone Number: 623-930-4403 Fax Number: _____

E-mail Address: lorrie@glendaleaz.com

Federal Identification Number: 86-6000247

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Glendale Fire Department

Warrant/Check to be mailed to:

Glendale Fire Department
(Agency)

5800 W. Glenn Dr. Ste 350
(Address)

Glendale, AZ. 85301
(City, State, Zip Code)

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in Schedules A, B, and C and the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Chief Mark Burdick
Glendale Fire Department

6712

6712 623.930.4401

Date Telephone

Signature of Authorized Official of Governmental Unit:

Ed Beasley, City Manager
City of Glendale

Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402, and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area **402-OP, Task(s) 1, 2, 3, 4** as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$7,164.51**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the administration of the State Highway Safety Agency

Alberto Gutier, Director Governor's Office of Highway Safety Governor's Highway Safety Representative	Approval Date

RESOLUTION NO. 4588 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 3 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY DEPARTMENT OF PUBLIC HEALTH FOR CHILDHOOD IMMUNIZATION SERVICES BY THE GLENDALE FIRE DEPARTMENT.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. 3 to the Intergovernmental Agreement (Contract No. C-86-09-072-3-03) with the Maricopa County Department of Public Health for childhood immunization services by the Glendale Fire Department 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:

_____
City Manager

iga_fire_immuniz3.doc

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Mark Burdick, Fire Chief

SUBJECT: **AMENDMENT NO. 3 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR CHILDHOOD IMMUNIZATIONS**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to approve Amendment No. 3 to the intergovernmental agreement (IGA) with Maricopa County Department of Public Health (County) for childhood immunization services provided by the Glendale Fire Department (GFD).

Background

Since the GFD entered into this IGA in 2009, paramedics have immunized over 6,000 children against seasonal influenza and childhood diseases in Glendale Elementary School based clinics.

The IGA approved in 2009 contained a right to extend provision which allowed the IGA to be extended for additional one year terms, not to exceed a total term of five years. The original IGA specified that the County would reimburse GFD $15 per immunization, not to exceed $75,000. Amendment No. 3 extends the agreement for an additional year starting June 3, 2012 through June 2, 2013, and provides reimbursement to GFD of $15 per immunization, not to exceed $75,000. This amendment also revises the reimbursement for Amendment No. 2.

Amendment No. 2 was initially approved by Council at a reimbursement rate of $15 per immunization. Midway through 2011, the County began reimbursing GFD at a rate of $25 per immunization. This increase in reimbursement was due to the County expecting additional monies from the Federal government. When the County did not receive additional funding, they reduced the reimbursement rate back down to $15 per immunization for Amendment No. 3. GFD has worked with the County to obtain an amendment reflecting the new rate, and was unable to obtain this amendment in a timely manner.

The City of Glendale is designated as a Metropolitan Medical Response System (MMRS) city by the Federal Emergency Management Agency. As part of the MMRS Biological Response Plan, GFD is expected to participate in public immunizations, provide staffing at vaccination clinics and operate vaccination clinics in times of crisis.

Previous Council/Staff Actions

On May 10, 2011, Council authorized the City Manager to approve Amendment No. 2 to the IGA with the County for childhood immunization services by the GFD which extended the IGA for another year starting June 3, 2011 through June 2, 2012, for a budgeted amount of $75,000 with a reimbursement rate of $15 per immunization.

On May 25, 2010, Council authorized the City Manager to approve Amendment No. 1 to the IGA with the County for childhood immunization services by the GFD which extended the IGA for another year starting May 31, 2010 through June 2, 2011, for a budget amount of $75,000 with a reimbursement rate of $15 per immunization.

On June 23, 2009, Council authorized the City Manager to enter into an IGA with the County for childhood immunization services provided by the GFD.

Community Benefit

Through this agreement, the GFD will be able to continue conducting and participating in childhood immunization clinics that help to reduce the occurrence of childhood diseases in the community.

Budget Impacts & Costs

There is no cost to the city for providing childhood immunizations through this IGA. The County will continue to provide federal pass-through funding for each child that the GFD vaccinates, at a reimbursement rate of $15 per immunization, for the period of June 3, 2012 through June 2, 2013, up to an annual limit of $75,000.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X					$75,000

Account Name, Fund, Account and Line Item Number:
A specific project account will be established in Fund 1840, the city's grant fund, once the amendment to the IGA is formally executed.

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the City Manager to approve Amendment No. 3 to the intergovernmental agreement with Maricopa County Department of Public Health for childhood immunization services provided by the Glendale Fire Department.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Mark Burdick, Fire Chief
SUBJECT:	AMENDMENT NO. 3 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR CHILDHOOD IMMUNIZATIONS

1. Resolution
2. Amendment No. 3

CONTRACT NO: C-86-09-072-3-03 **AMENDMENT NO: 3**

AMENDMENT
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
by and through the DEPARTMENT
OF PUBLIC HEALTH AND
THE CITY OF GLENDALE
by and through GLENDALE
FIRE DEPARTMENT for
Childhood Immunizations

I. The above named agreement is hereby amended as specified below:

A. Coversheet, Line 3: Increase the not-to-exceed amount from **$225,000** to **$300,000.** This is an increase of **$75,000** for the budget period **June 3, 2012 to June 2, 2013.**
B. Coversheet, Line 6: replace expiration date with **June 2, 2013**
C. Revise Section IV, 2. Method of Payment, A. Administration Fee rate of **$25.00 per child immunized, per visit, for the budget period June 3, 2011 to June 2, 2012.**
D. Revise Section IV, 2. Method of Payment, A. Administration Fee rate of **$15.00 per child immunized, per visit, for the budget period June 3, 2012 to June 2, 2013.**

II. All other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties agree to the changes indicated herein:

FOR AND ON BEHALF OF
MARICOPA COUNTY

By _____

_____
Date

ATTEST:

_____
Clerk of the Board

_____
Date

FOR AND ON BEHALF OF
THE CONTRACTOR

By_____ Chairman, Board of Supervisors

_____
Date

ATTEST:

_____
Signature

_____
Date

APPROVED AS TO FORM:

_____
Attorney for Maricopa County

DATE: _____

APPROVED AS TO FORM:

_____
Signature

DATE:_____

RESOLUTION NO. 4589 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR THE ARIZONA COUNTER TERRORISM INFORMATION CENTER (ACTIC) ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that a Memorandum of Understanding with the Arizona Department of Public Safety for the Arizona Counter Terrorism Information Center (ACTIC) be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

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

_____
MAYOR

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

iga_pd_MOU_ACTIC.doc

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Debora Black, Interim Police Chief

SUBJECT: **MEMORANDUM OF UNDERSTANDING WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into a memorandum of understanding with the Arizona Department of Public Safety (DPS) for the Arizona Counter Terrorism Information Center Terrorism Liaison Officer Program (Program).

Background

As part of the State's Homeland Security plan, the Program was created in an effort to share and collect information related to local and global terrorist threats. The Program is managed on a day-to-day basis by the DPS.

Through this agreement the Glendale Police and Fire Departments will establish connectivity to the Program for intelligence collection and domestic preparedness to respond to potential acts of terrorism. This partnership allows for the sharing of critical information, and provides the training to mitigate and resolve high-profile incidents.

Previous Council/Staff Actions

On May 11, 2010, Council approved a memorandum of understanding with the DPS for the Program.

Community Benefit

This Program enhances the Glendale Police and Fire Departments' level of preparedness to operate more effectively as it relates to potential acts of terrorism.

Recommendation

Waive reading beyond the title adopt a resolution authorizing the City Manager to enter into a memorandum of understanding with the Arizona Department of Public Safety for the Arizona Counter Terrorism Information Center Terrorism Liaison Officer Program.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Debora Black, Interim Police Chief
SUBJECT:	MEMORANDUM OF UNDERSTANDING WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY

1. Resolution
2. Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING (MOU)
FOR TLO LEVEL C (CONNECTIVITY)
between
THE ARIZONA COUNTER TERRORISM INFORMATION CENTER
STATEWIDE TERRORISM LIAISON OFFICER PROGRAM
and
THE CITY OF GLENDALE

I. Purpose:
This MOU is to establish connectivity to the Arizona Department of Public Safety Arizona Counter Terrorism Information Center (ACTIC) Terrorism Liaison Officer (TLO) systems by the City of Glendale to enhance the ACTIC Terrorism Liaison Officer (TLO) Program intelligence collection and domestic preparedness for Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) response services concerning the activities of terrorism.

II. Authority:
DPS ACTIC is authorized and empowered to enter into this MOU pursuant to A.R.S. § 41-1713 and the City of Glendale is authorized and empowered pursuant to A.R.S. § 11-952 and Glendale City Charter Article I. Sec. 3.

III. Agreement:
The City of Glendale agrees to assign a sworn police officer, sworn fire fighter or law enforcement analyst who has been authorized by the City of Glendale to respond as needed in support of the City of Glendale and/or Department of Public Safety (DPS) Arizona Counter Terrorism Information Center (ACTIC) in accordance to the provisions of this MOU. The City of Glendale agrees to provide equipment (as referenced in section IV Equipment) and pay for all personnel expenses, salary and benefits related to participation in this program. Prior to receiving connectivity to ACTIC Terrorism Liaison Officer (TLO) systems, the TLO must successfully complete TLO training coordinated by DPS ACTIC. A person who successfully completes the training is classified as a certified TLO.

For the duration of the TLO's assignment, the certified TLO will perform TLO tasks as related to the purpose of this MOU. Specifically, the TLO will conduct activities related to domestic preparedness, CBRNE response services, any activities associated with terrorism awareness and any of the activities listed in Exhibit A the TLO Weekly Timesheet. The TLO must submit a TLO weekly timesheet to DPS ACTIC documenting work relating to the purpose of this MOU. TLO's are required to adhere to all DPS ACTIC guidelines, policies, and procedures, including the ACTIC Privacy Policy and Civil Rights Procedure Guide, while participating in the ACTIC Terrorism Liaison Officer (TLO) Program.

By checking one of the following boxes, the City of Glendale has made the determination that it's non-law enforcement TLO's level of access to law enforcement information:

Non-law enforcement personnel
[X] Are not authorized to access ACJIS data information
[ ] Are authorized to access ACJIS data information

If you are requesting authorization for access to ACJIS information, you must also agree to and sign addendum "A".

IV. Equipment

The equipment provided by the City of Glendale and assigned to said certified TLO shall be in compliance with the equipment list approved by the ACTIC Commander. Equipment shall remain in the custody of the City of Glendale for use by the certified TLO pursuant to this MOU. All provided and assigned equipment issued to a certified TLO pursuant to this MOU will be maintained in good working order by the City of Glendale. Equipment issued to a TLO shall only be used and accessed by the certified TLO having connectivity to DPS ACTIC Information Technology (IT) systems. Computer equipment and software used in this program will be specified by the DPS ACTIC Information Technology (IT) section in accordance with current ACTIC IT standards. DPS ACTIC will maintain control of the administrative rights of the computer in order to ensure system stability and security. All changes and/or modifications to said computer will require DPS ACTIC IT approval. In the event that equipment is damaged, lost, or no longer operative, the City of Glendale will be responsible for all expenses regarding replacement or repair. In the event the equipment is stolen, the City of Glendale must immediately notify the ACTIC Watch Center, (602) 644-5805, of the loss.

V. Reimbursement for Travel Expenses

The City of Glendale is responsible to apply for reimbursement of all travel expenses related to a State of Arizona emergency incident (i.e. FEMA, AZ DEMA, etc.).

Travel for DPS ACTIC approved TLO training shall be reimbursed by DPS ACTIC, subject to availability of grant funding, in accordance with Arizona Department of Administration guidelines.

VI. Effective Date/Duration

This MOU shall become effective upon the final signatures on each of two (2) originals by both parties. This MOU shall remain in effect for five (5) years or until such time that either party submits a 30-day written notice to terminate this MOU to the other party. Any modification of this MOU shall be by written amendment executed by the governing bodies of both parties.

This MOU replaces any and all previous MOU's regarding TLO Level C (Connectivity) participation executed by the parties regarding domestic preparedness CBRNE response services and the TLO program.

VII. Termination/Cancellation

Either party may terminate this MOU for convenience or cause upon thirty (30) days written notice to the other party. This MOU is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

Any notice required to be given under this MOU will be provided by mail to:

DPS:

Commander of DPS Intelligence Bureau
Arizona Counter Terrorism Center
P.O. Box 6638 – MD 3900
Phoenix, Arizona 85005-6638

Glendale City Attorney
5850 W. Glendale Avenue
Glendale, AZ 85301

Glendale Police Chief
6835 N. 57th Drive
Glendale, AZ 85301

VIII. Recordkeeping

All records regarding this MOU, including officer's weekly TLO timesheets, must be retained for five (5) years in compliance with A.R. S. § 35-214, entitled Inspection and Audit of Contract Provisions.

IX. Fees

In no event shall either party charge the other for any administrative fees for any work performed pursuant to this MOU.

X. Worker's Compensation Benefits

Pursuant to A.R.S. § 23-1022 D., for the purposes of worker's compensation coverage, all employees covered by this MOU shall be deemed to be an employee of both agencies. The primary employer shall be solely liable for payment of worker's compensation benefits.

XI. Jurisdiction

The City of Glendale accepts the responsibility to respond to all CBRNE and suspected terrorism related incidents in its jurisdiction and notify DPS ACTIC as soon as possible, and in accordance with the City of Glendale emergency response guidelines and Department of Homeland Security (DHS) guidelines.

XII. Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

XIII. Non-Availability of Funds

This MOU shall be subject to available funding, and nothing in this MOU shall bind any party to expenditures in excess of funds appropriated and authorized for purposes outlined in this MOU.

IN WITNESS WHEREOF, THE PARTIES HEREBY SUBSCRIBE THEIR NAMES:

State of Arizona

By: _____
Colonel Robert C. Halliday, Director
Arizona Department of Public Safety

Date: _____

Approved as to Form:

_____
Assistant Attorney General

Date: _____

The City of Glendale

By: _____
Ed Beasley
City Manager

Date: _____

Approved as to Form:

_____
Craig Tindall
City Attorney

Date: _____

Attest: _____
Pamela Hanna, City Clerk
Date: _____

Exhibit A

TLO Weekly Time Sheets

Date:

Name:		TLO Number:			Agency:
Date	**Duty Description**	**Hours**	**Duty Type**	**Callout Type**	**Incident # or Location**

Duty Types	Code
Administrative	A
Briefings (command/city/other	B
Callout / Incident Response	C*
Log Entry at ACTIC	L
Meetings	M
Special Projects	P
Training	T
TVA	V**
Watch Center	W

Callout Types	Code
Hostage / Barricade	1
Barricade (no hostage)	2
Suspicious Powder	3
Bomb Threat	4
Bomb Disposal / InvestMOUtion	5
HAZMAT	6
Clandestine Drug Lab	7
Fire Incident (Involving Evacuation)	8
PD Shooting (Involving Evacuation)	9
PD/Fire Involved Accident	10
Major Medical	11
Special Event (scheduled)	12
Protest	13
Heavy Rescue Deployment	14
Other	15

***All Callouts must have a callout type code and either an incident number or location**

****All TVA's must have a location listed**

ADDENDUM "A"

The City of Glendale authorizes its TLO(s) access to ACJIS data. Access and use of ACJIS information must be in compliance with A.R.S. 41-1750, U.S. Department of Justice regulations at 28 Code of Federal Regulations (CFR) Part 20 and the rules, regulations and policies required for authorized access to ACJIS and the National Crime Information Center's database. The access can only be used for authorized administration of criminal justice purposes outlined in Section II.(a) of this agreement. The City of Glendale will provide a list identifying each TLO including name, date of birth and contact number(s). Any sworn fire fighter (or other official or employee of a non-criminal justice agency) provided as a TLO can only access ACJIS or NCIC data when acting under the authority and direction of an authorized criminal justice agency performing administration of criminal justice purposes under 28CFR Part 20.3 and shall be subject to the same requirements as a law enforcement officer working for a criminal justice agency. The City of Glendale and the specific TLO will be responsible for the security of the information and shall not secondarily disseminate the information to any individual or agency not authorized to receive the information directly or indirectly from the central state repository. Failure to abide by these requirements could result in suspension of service and/or future direct or indirect access to ACJIS information. Unauthorized access for non-criminal justice purposes or improper secondary dissemination could result in more severe penalties.

I. Information: In accordance with federal and state regulations, DPS agrees to furnish the City of Glendale TLO's with the following type(s) of information: Authorized Criminal Justice Information.

II. Privacy and Security

a) Purpose: Information received under the terms of this Agreement shall be limited to the following specific purpose(s): Criminal investigation and identification activities pursuant to 28 CFR 20.3(b).

b) Secondary Dissemination: The City of Glendale agrees to assume full liability for the release of criminal history record information and/or criminal justice information. (Unlawful use of criminal history

information and/or criminal justice information as defined in ARS 41-1756 is a class 6 felony.)

c) System Security Officer: Upon receipt from the City Glendale, the ACTIC SSO shall keep current a list, including name, date of birth and contact number(s) of all authorized TLO's.

III. Rules: The use of all information covered by the terms of this Agreement shall be in strict compliance with all federal and state laws and regulations relating to the purposes outlined in Section II, subparagraph a of this agreement; with all rules, procedures, and policies adopted by the NCIC Advisory Policy Board in regard to information furnished through the FBI/NCIC program; and with all rules, procedures, and policies contained in the ACJIS Operating Manual; 28 CFR Part 20; the NCIC 2000 Operating Manual and with all rules, policies and procedures of the National Law Enforcement Telecommunications System (NLETS), for ACIC/NCIC and ALETS/NLETS policies unless otherwise provided

IV. Audits/Inspections: The City of Glendale hereby agrees to make its reports available through the SSO to DPS for the purpose of conducting periodic audits to ensure TLO's compliance with all laws and regulations regarding the ACJIS access under the terms of the Agreement.

V. Sanctions:

Suspension of Service: In addition to the penalties provided by law, DPS reserves the right to immediately suspend furnishing information covered by the terms of the Agreement to the City of Glendale TLO when any terms of the Agreement are violated or reasonably appear to be violated. DPS shall resume furnishing such information upon receipt of satisfactory assurance that such violations did not occur or that such violations have been fully corrected or eliminated. In the event the TLO challenges the ruling of DPS regarding violation(s) or audit results, the Arizona CDS Policy Board shall adjudicate the matter.

VI. Addendum: TLO agrees to abide by all conditions outlined in the attached addendum(s).

AGENCY TITLE

Signature:_____
Agency Official, Title

DATE:_____

TLO LIST

THE CITY OF GLENDALE

	NAME	DOB	CONTACT NUMBER(S)
1			
2			
3			
4			
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RESOLUTION NO. 4590 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING A GRANT OFFER FROM THE ARIZONA DEPARTMENT OF PUBLIC SAFETY, VICTIMS OF CRIME ACT (VOCA), FOR THE GLENDALE POLICE DEPARTMENT'S VICTIM ASSISTANCE PROGRAM.

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

SECTION 1. That the City of Glendale hereby accepts a grant offer from the Arizona Department of Public Safety, Victims of Crime Act (VOCA), for the Glendale Police Department's Victim Assistance Program in the approximate amount of $96,137.

SECTION 2. That Interim Glendale Police Chief Debora Black 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:

_____
City Manager

g_pd_VOCA.doc

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Debora Black, Interim Police Chief

SUBJECT: **VICTIMS OF CRIME ACT GRANT**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to accept a Victims of Crime Act (VOCA) grant in the approximate amount of $96,137 through the Arizona Department of Public Safety (DPS) for the Victim Assistance Program.

Background

The Glendale Police Department's Victim Assistance Program is part of a nationwide movement to better serve victims of crime by enhancing and expanding direct services in accordance with the VOCA. The program assists victims in exercising their rights and helping them to gain stability in their lives. The program also ensures the Glendale Police Department continues to maintain compliance with Arizona's Crime Victims' Rights mandates.

This VOCA grant will fund the salary, benefits and training for one Victim Assistance Caseworker. It will also fund the salaries for one part-time Victim Assistance Caseworker and one part-time Victim Assistance Volunteer Coordinator.

Previous Council/Staff Actions

On June 28, 2011, Council approved the acceptance of the FY 2010-11 VOCA Grant from DPS.

Community Benefit

The Victim Assistance Program provides direct services to Glendale residents, and their families, who have become crime victims. Services offered through the Victim Assistance Program include: resource referrals, crisis counseling, court accompaniment, crime prevention, as well as advocacy services.

Budget Impacts & Costs

The grant award totals $96,137 and there is a $24,034 financial match required for this funding. Expenditures for the Police Department's Advocacy Center qualify as the required financial match. Therefore, funds for the financial match are available in the FY 2011-12 operating budget of the Police Department.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X			X		$120,171

Account Name, Fund, Account and Line Item Number:
Crime Investigations, Account No. 1000-12150-528600, $24,034

A specific account will be established in Fund 1840, the city's grant fund, once the grant agreement is awarded and formally executed.

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the City Manager to accept a Victims of Crime Act grant in the approximate amount of $96,137 through the Arizona Department of Public Safety for the Victim Assistance Program.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Debora Black, Interim Police Chief
SUBJECT:	VICTIMS OF CRIME ACT GRANT

1. Resolution
2. Grant Agreement

DPS Grant Agreement No. 2011-294

ARIZONA DEPARTMENT OF PUBLIC SAFETY

VICTIMS OF CRIME ACT (VOCA)

VICTIM ASSISTANCE GRANT PROGRAM
FEDERAL GRANT #2011-VA-GX-0019
CFDA #16-575
SUBGRANT AWARD AGREEMENT

SUBGRANTEE

AGENCY: Glendale Police Department

ADDRESS: 6835 N. 57th Drive

CITY: Glendale STATE: AZ ZIP: 85301-3218

2012/2013 AWARD AMOUNT: $96,137

2012/2013 REQUIRED MATCH (NON-FEDERAL SOURCE): $24,034

PROJECT PERIOD: 07/01/2012 to 06/30/2013

PROJECT PURPOSE: To provide assistance to victims of crime.

This agreement is made under the authority of the Victims of Crime Act of 1984, Public Law 98-473, Title II, Chapter XIV, 42 U.S.C. 10601, et seq as amended.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subgrantee to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subgrantee's agreement or amended agreement(s) are incorporated by reference into this Sub-Grant Award Agreement.

This award is subject to agreement by the subgrantee, including any DPS VOCA funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984; the DPS-VOCA victim assistance grant program guidelines; the subgrantee's application; the attached general conditions and applicable special conditions; the most recent version of the Office of Justice Programs Financial Guide; OMB circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372; and 28 CFR pts. 66 and 70, all of which are incorporated by reference as if fully stated herein.

Subgrantees, and all its contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789d); the Victims of Crime Act (42 USC § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 USC § 5672(b)); the Civil Rights Act of 1964 (42 USC § 2000d); the Rehabilitation Act of 1973 (29 USC § 7 94); the Americans with Disabilities Act of 1990 (42 USC § 12131-34); the Education Amendments of 1972 (20 USC §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); and Executive Order 13279.

Governmental entities will comply with the requirements of Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), and 5 USC §§ 1501-08 and §§7324-28 which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

The Arizona Department of Public Safety agrees to pay subgrantee the above shown AWARD AMOUNT subject to the conditions provided herein:

General Conditions

1.0 **Definition of Terms.** As used in this sub-grant award agreement, the terms listed below are defined as follows:

1.1 "Agreement" means a written online Request for Grant Application (RFGA) approved by the Arizona Department of Public Safety.

1.2 "Agreement Amendment" means a written online document approved by the Arizona Department of Public Safety that is requested by the Sub-recipient agency for the purpose of making changes in the agreement.

1.3 "Application" means a written online Request for Grant Application (RFGA).

1.4 "Days" means calendar days unless otherwise specified.

1.5 "Direct Service" means supportive services provided through direct contact with a victim in-person, by phone or hotline, or by email.

1.6 "Director" means the head of the Arizona Department of Public Safety, or his/her designee, who is duly authorized by the State to enter into grant agreements and make written determinations with respect to those agreements.

1.7 "DPS" means the Arizona Department of Public Safety.

1.8 "Grant" means the furnishing of financial or other assistance, including state or federal grant funds, by the Department of Public Safety to any person for the purpose of supporting or stimulating educational, cultural, social or economic quality of life.

1.9 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.10 "Match" means additional resources (cash or in-kind) provided by the Sub-recipient to support the DPS VOCA funded project. Cash match must be from a non-Federal source.

1.11 "Project" means activities and services supported by Victims of Crime Act (VOCA) funds plus required match, relating to this sub-grant award agreement only.

1.12 "Services" means the furnishing of labor, time or effort by a Sub-recipient which does not involve the delivery of a specific end product other than required reports and performance. Allowable services include those efforts that (1) respond to the emotional and physical needs [healing] of crime victims; (2) assist primary and secondary victims of crime to stabilize [restitution/economic restabilization] their lives after a victimization; (3) assist victims to understand and participate in the criminal [justice] system; and (4) provide victims of crime with a measure of [safety] and security.

1.13 "State" means the State of Arizona and Department or Agency of the State that executes the sub-grant award agreement.

1.14 "Sub-grant award agreement" means a written signed agreement between the Arizona Department of Public Safety and the grant recipient for the award of DPS VOCA funds.

1.15 "Sub-recipient" means the legal entity to which a subaward is made and which is accountable to DPS for the use of the funds provided.

1.16 "VOCA" means Victims of Crime Act of 1984, as amended, 42 U.S.C. 10601, et seq.

2.0 Sub-grant award agreement interpretation.

2.1 Arizona Law. The Arizona law applies to this grant award agreement, including the Solicitation and Award of Grants, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 24, and its implementing rules.

2.2 Sub-grant Award Agreement Order of Precedence. In the event of a conflict in the provisions of the sub-grant award agreement, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.2.1 Special Conditions;
2.2.2 General Conditions;
2.2.3 DPS / VOCA Guidelines;
2.2.4 Federal VOCA Guidelines; OJP Financial Guide; and applicable OMB circulars

2.3 Relationship of parties. The Sub-recipient under this sub-grant award agreement is an independent Sub-recipient. Neither party to this sub-grant award agreement shall be deemed to be the employee or agent of the other party to the sub-grant award agreement.

2.4 Severability. The provisions of this sub-grant award agreement are severable. Any condition deemed illegal or invalid shall not affect any other condition of the sub-grant award agreement.

2.5 No parol evidence. This sub-grant award agreement is intended by the parties as a final and complete expression of their agreement. No prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.6 No waiver. Either party's failure to insist on strict performance of any condition of the sub-grant award agreement shall not be deemed a waiver of that condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Sub-grant award agreement administration and operation.

3.1 Non-Discrimination. The Sub-recipient shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

In the event a federal or state court or administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, age or handicap against the agency, the Sub-recipient shall forward a copy of the finding to the Office of Justice Programs, Office of Civil Rights and DPS.

3.2 Certification Regarding Lobbying. Sub-recipient agencies entering into a VOCA grant or cooperative agreement over $100,000 must certify that no Federal funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. Federal funds include but are not limited to such grants as Victims of Crime Act (VOCA), Violence Against Women Act (VAWA), Family Violence Prevention and Services Act (Rural Safe Home Network Program), and the Children's Justice Act, which may be administered through a State or other local governmental agency. Additionally, Sub-recipient agencies must disclose to DPS any lobbying activities that have been paid or will be paid with any funds other than Federal funds.

3.3 Required reports. The Sub-recipient will submit reports on such data in such form and at such times as required by DPS, to include:

3.3.1 Monthly financial report due the 15th of each month;
3.3.2 Quarterly statistical and programmatic report due 30 days following the close of each quarter;
3.3.3 Annual narrative report due 30 days following the close of the grant period;
3.3.4 DPS Crime Victim Services survey due annually upon request; and

3.3.5 Year-end Amendment Agreement, if applicable, due 30 days following the close of the grant period. Failure to submit complete, accurate and timely reports may result in a reduction of the current award. Any three combined occurrences of monthly or quarterly reports submitted over 15 days late and/or three combined occurrences relating to the submission of incomplete or inaccurate monthly or quarterly reports may result in up to a 10% award reduction as determined by DPS.

3.4 Records. The Sub-recipient shall retain all financial records, supporting documentation, statistical records and all other records pertinent to this award for a period of at least five years following the closure of the most recent audit report and, with a 24-hour notice, will allow DPS to review all of the Sub-recipient's records concerning this grant project.

3.5 Capital equipment. The Sub-recipient shall retain all capital equipment and furniture (costs in excess of $5,000 per unit) purchased through this sub-grant award agreement for a period of no less than five years from the date of purchase. The Sub-recipient shall submit a copy of the invoice, which includes the serial number of the item to DPS within thirty days of purchase. All capital equipment and furniture must be used for victim services as identified in the Sub-recipient's application and this sub-grant award agreement. Any deviation from this provision must be approved in writing by DPS. If a violation exists within the five-year period, DPS may gain possession of any capital equipment or furniture listed in this sub-grant award agreement, and may redistribute those item(s) to another Sub-recipient for victim services use.

3.6 Authorization of use. DPS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use for government purposes, the copyright of any work developed under this award and any rights of copyright to which a Sub-recipient purchases ownership with support through this sub-grant award agreement.

3.7 Research or statistical information. The Sub-recipient shall not use or reveal any research or statistical information under this project that is identifiable to any specific person except for the purpose for which the information was obtained, in accordance with VOCA.

3.8 Site inspections. The continuance of the Sub-recipient's sub-grant award agreement is contingent upon successful completion of random or for-cause inspections.

3.9 Audit requirements. The Sub-recipient shall comply with the audit requirements of Office of Management and Budget (OMB) Circular A-133 and the DPS VOCA guidelines. If an audit is required, a copy of that audit shall be sent to the DPS Crime Victim Services Unit.

3.10 Sub-grant award agreement renewal. DPS has the option to renew this project for a specified additional time period. The renewal of this project is contingent upon satisfactory performance, availability of funds, and demonstrated need.

4.0 Cost and Payments.

4.1 Available funds. Any award is dependent upon receipt of the VOCA Assistance funds from the U.S. Department of Justice, and there is no obligation on the part of DPS to award funds other than the federal VOCA.

4.2 Compliance. Failure of the Sub-recipient to utilize DPS VOCA funds for direct services to crime victims or for training purposes as stated in the approved budget will be subject to immediate cancellation. The Sub-recipient will not utilize VOCA funds for projects which serve perpetrators of crime or crime prevention, and/or for any other non-allowable cost or activity in accordance with DPS / VOCA guidelines. The Sub-recipient agrees to reimburse DPS for any VOCA funds the Sub-recipient expends that are not in full compliance with this sub-grant award agreement.

4.3 No charge to victims. Sub-recipients must provide services to crime victims, at no charge, through the VOCA-funded project. The purpose of the VOCA victim assistance grant program is to provide services to all crime victims regardless of their ability to pay for services rendered or availability of insurance or other third-party payment resources.

4.4 On-call time. The Sub-recipient will not utilize VOCA funds to support on-call time for staff. DPS may approve the use of on-call time as program match.

4.5 Non-supplantation. VOCA crime victim assistance funds will be used to enhance or expand services and will not be used to supplant state and local funds that would otherwise be available for crime victim services. See Section 1404(a)(2)(c), codified at 42 U.S.C. 10603(a)(2)(C). This supplantation clause applies to state and local public agencies only.

4.6 Mandated services. The Sub-recipient will not utilize VOCA funds to support legally mandated services.

4.7 Funds management. The Sub-recipient will provide appropriate accounting and monitoring procedures to ensure fiscal control and efficient management of funds, in accordance with the U.S. Department of Justice, Office of Justice Programs, Financial Guide, effective edition.

4.8 Unexpended funds. The Sub-recipient will immediately contact DPS to make arrangements to amend their budget to expend remaining funds or to reduce the contracted amount when it becomes apparent that not all VOCA grant funds will be expended by the end of the grant period. Any VOCA funds not expended or encumbered prior to the end of the award period shall be reverted to DPS within 30 days of the close of the grant period. Any funds not matched as required shall be reverted to DPS within 30 days of receipt of written notification from DPS.

4.9 Matching funds. The Sub-recipient will commit, track and report matching funds at approximately the same percentage rate as expenditures. The Sub-recipient may commit, track and report match funds at a higher percentage rate each month, not to exceed the total required match amount. The sub-grant award agreement is subject to cancellation if the required match funding committed, tracked, and reported each month is more than 10% less than the rate of expenditures.

5.0 Sub-grant Award Agreement Changes.

5.1 Agreement Amendment. This sub-grant award agreement is issued under the authority of the Director of the Arizona DPS and may be modified only through an Agreement Amendment, approved by DPS.

5.2 Assignment of duties. The Sub-recipient shall not assign or transfer any of its duties under this agreement without express written permission of DPS.

5.3 Scope of work. Awards are based on information presented in the Sub-recipient's on-line application. Any deviation from the scope of the project as stated in the Narrative and Budget sections of the Sub-recipient's application must be approved in writing by DPS prior to the use of such funds.

5.4 Subcontracts. The Sub-recipient shall not enter into any subcontract under this sub-grant award agreement without the advance written approval of DPS. The Sub-recipient shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the application for funding or agreement amendment. The subcontract shall incorporate by reference the terms and conditions of this sub-grant award agreement.

6.0 Indemnification.

Sub-recipient Indemnification. The parties to this sub-grant award agreement agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Sub-recipient for vicarious liability of the State as a result of entering into this agreement. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

7.0 Grant Remedies.

7.1 Right to Assurance. If DPS in good faith has reason to believe that the Sub-recipient does not intend to, or is unable to perform or continue performing under this sub-grant award agreement, DPS may demand in writing that the Sub-recipient give a written assurance of intent to perform. Failure by the Sub-recipient to provide written assurance within the number of days specified in the demand may, at DPS's option, be the basis for terminating the sub-grant award agreement under the General Conditions or other rights and remedies available by law or provided by the sub-grant award agreement.

7.2 Project implementation. If a project is not operational within 60 days of the original start date of the project period, the Sub-recipient must submit written documentation to DPS explaining steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within 90 days of the original start date of the project period, the Sub-recipient must submit a second written statement explaining the implementation delay. DPS reserves the right to cancel the agreement if the proposed project is not operational within 90 days of the original start date.

8.0 Grant Termination.

8.1 Cancellation for conflict of interest. Pursuant to A.R.S. 38-511, the State may cancel this agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the Sub-recipient receives written notice of the cancellation unless the notice specifies a later time. If the Sub-recipient is a political subdivision of the State, it may also cancel this agreement as provided in A.R.S. 38-511. In the event of cancellation under this paragraph, any unexpended funds received by the Sub-recipient must be reverted within 30 days of the cancellation notification.

8.2 Gratuities. DPS may, by written notice, terminate this sub-grant award agreement, in whole or in part, if DPS determines that employment or a gratuity was offered or made by the Sub-recipient or a representative of the Sub-recipient to any officer or employee of the state for the purpose of influencing the outcome of the grant award or in securing the sub-grant award agreement, an amendment to the sub-grant award agreement, or favorable treatment concerning the sub-grant award agreement, including the making of any determination or decision about sub-grant award agreement performance. DPS, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Sub-recipient.

8.3 Suspension or Debarment. DPS may, by written notice to the Sub-recipient, immediately terminate this sub-grant award agreement if DPS determines that the Sub-recipient has been debarred, suspended or otherwise lawfully prohibited from or ineligible for participation in federal assistance programs or activities, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an application for funding or execution of a sub-grant award agreement shall attest that the Sub-recipient is not currently suspended or debarred. If the Sub-recipient becomes suspended or debarred, the Sub-recipient shall immediately notify DPS.

8.4 Termination for convenience. DPS reserves the right to terminate the sub-grant award agreement, in whole or in part any time, when in the best interest of DPS without penalty or recourse. Upon receipt of the written notice, the Sub-recipient shall stop all work as directed in the notice and minimize all further costs to DPS. In the event of termination under this paragraph, any unexpended funds received by the Sub-recipient must be reverted within 30 days of the termination notification.

8.5 Termination for default. In addition to the rights reserved in the contact, DPS may terminate the sub-grant award agreement in whole or in part due to the failure of the Sub-recipient to comply with any term or condition of the sub-grant award agreement or to make satisfactory progress in performing the sub-grant award agreement. An award is subject to cancellation if less than 20% of the awarded funds are expended or encumbered within 4 months of the contact start date, 40% within 7 months, and 70% within 10 months. DPS shall provide written notice of the termination and the reasons for termination to the Sub-recipient. In the event of termination under this paragraph, any unexpended funds received by the Sub-recipient must be reverted within 30 days of the termination notification. The Sub-recipient has the option to appeal within

20 calendar days of the date of the written notice of termination. The final decision will be at the discretion of the DPS Director or his designee.

8.6 Continuation of performance through termination. The Sub-recipient shall continue to perform, in accordance with the requirements of the sub-grant award agreement, up to the date of termination, as directed in the termination notice.

8.7 Termination by Sub-recipient. Upon written notice to DPS, the Sub-recipient may cancel this sub-grant award agreement. Any unexpended funds shall immediately be reverted to DPS.

9.0 Arbitration.

The parties to this sub-grant award agreement agree to resolve all disputes arising out of or relating to this sub-grant award agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. 12-1518 except as may be required by other applicable statutes (Title 41).

10.0 Other Service Requirements.

10.1 Collaboration. The Sub-recipient agrees to continually and proactively participate in developing partner relationships among other service providers in the effort to aid crime victims within the community served.

10.2 Demographics. The Sub-recipient agrees to maintain information on victim services provided through this project by race, national origin, sex, age and disability.

10.3 Key staff changes. The Sub-recipient agrees to promptly notify DPS of changes in key staff members identified in the grant application, to include Project Contact, Civil Rights Contact, Crime Victim Compensation Coordinator, Project Director, Financial Contact, Authorizing Official, and VOCA funded staff and/or staff used as match.

10.4 Vacancies. The Sub-recipient agrees to promptly notify DPS in writing when any VOCA funded employee position is vacated, and when any VOCA funded employee position is filled.

10.5 Surveys. The Sub-recipient agrees to utilize customer feedback surveys to assist the agency with contracted project outcome and quality measures. Feedback and satisfaction surveys will utilize the Lykert Scale of Measurement (Strongly Agree, Agree, Neither Agree or Disagree, Disagree, Strongly Disagree).

10.6 Victim Compensation. The Sub-recipient agrees to assist eligible victims in seeking available crime victim compensation benefits provided by the state victim compensation program. The Sub-recipient agrees to designate a Victim Compensation Coordinator within its agency. The Victim Compensation Coordinator must have received victim compensation training through the county attorney's office. If training has not been received, the Sub-recipient agrees to arrange for and attend training within 90 days from the first day of this sub-grant award agreement or 90 days after reassignment of new staff in this role.

10.7 Victims' Rights. The Sub-recipient agrees to notify victims of Victims' Rights (A.R.S. 13-4401, et seq.) and to offer to connect the victim with a representative from the prosecutor's or county attorney's office if the victim so chooses. Non-criminal justice agencies will track their success ratio introducing victims to the criminal justice system in a verifiable manner. Non-criminal justice agencies will ensure that all DPS-VOCA funded staff and their first line supervisor have received victims' rights training from a criminal justice agency.

10.8 Volunteers. The Sub-recipient agrees to incorporate the use of volunteers to assist in carrying out the agency's mission. Volunteer use is a current and ongoing requirement for all projects.

10.9 Sudan and Iran Investments. The Sub-recipient agrees to comply with ARS 35-391 and ARS 35-393, and therefore has no scrutinized business operation investments in Sudan and Iran.

2012 - 2013
APPROVED BUDGET

Budget line items:	Federal	Match	Total
Salaries and Wages	$80,409	$ 0	$80,409
Fringe Benefits	$15,728	$ 0	$15,728
Travel	$ 0	$ 0	$ 0
Professional/Outside Services	$ 0	$ 0	$ 0
Equipment	$ 0	$ 0	$ 0
Other Operating	$ 0	$24,034	$24,034
Total	$96,137	$24,034	$120,171

For the Arizona Department of Public Safety:

_____ _____

Robert C. Halliday, Colonel
Director
Arizona Department of Public Safety

Date

_____

Legal Section
Approved as to Form

For the Subgrantee:

Project Director:

Signature: _____
Robert Jones, Police Lieutenant

Date: _____

Authorizing Official:

Signature: _____
Debby Black, Interim Police Chief

Date: _____

Approved as to form:

_____

Attorney for Subgrantee (optional)

RESOLUTION NO. 4591 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT FROM THE CITY OF TUCSON TO PROVIDE OVERTIME FUNDING IN THE APPROXIMATE AMOUNT OF $40,000 FOR THE WARRANT APPREHENSION NETWORK AND TACTICAL ENFORCEMENT DETAIL (WANTED) BY THE GLENDALE POLICE DEPARTMENT.

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 accepts a High Intensity Drug Trafficking Area (HIDTA) Grant from the City of Tucson to provide overtime funding in the approximate amount of $40,000 for the Warrant Apprehension Network and Tactical Enforcement Detail (WANTED) by the Glendale Police Department.

SECTION 2. That the City Manager, or his designee, is hereby authorized to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale.

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

_____
MAYOR

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

g_pd_tucson_HIDTA.doc

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Debora Black, Interim Police Chief

SUBJECT: **CITY OF TUCSON HIGH INTENSITY DRUG TRAFFICKING AREA GRANT AGREEMENT**

Purpose

This is a request for City Council to adopt a resolution authorizing the acceptance of a High Intensity Drug Trafficking Area (HIDTA) grant from the City of Tucson to provide overtime funding in the approximate amount of $40,000 for the Warrant Apprehension Network and Tactical Enforcement Detail (WANTED) to the Glendale Police Department.

Background

The WANTED initiative is an extension of the United States Marshals Service's (USMS) Violent Offender Task Force, which the Glendale Police Department joined in 2011. Federal grant funding, distributed by the City of Tucson, was recently reallocated to the Glendale Police Department for the WANTED initiative.

One full-time detective is assigned to assist the USMS with the Violent Offender Task Force as part of joint law enforcement operations. The detective assigned investigates and arrests persons who have active state and federal warrants. The intent of the joint effort is to investigate and apprehend local, state, and federal fugitives. In addition to overtime for the detective assigned to the Task Force, this grant covers overtime for the entire Glendale Police Department's Fugitive Apprehension Unit when they work on USMS cases.

Previous Council/Staff Actions

On March 8, 2011, Council approved a memorandum of understanding with the USMS to join the Violent Offender Task Force.

Community Benefit

Participation in the WANTED initiative will allow the Glendale Police Department to more efficiently and effectively coordinate the investigation and apprehension of dangerous, wanted felons who reside and/or have committed violent crimes in Glendale.

Budget Impacts & Costs

There is no match required for this grant funding.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X					$40,000

Account Name, Fund, Account and Line Item Number:
A specific account will be established in the Fund 1840, the city's grant fund, once the grant agreement is formally executed.

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the acceptance of a High Intensity Drug Trafficking Area grant from the City of Tucson to provide overtime funding in the approximate amount of $40,000 for the Warrant Apprehension Network and Tactical Enforcement Detail by the Glendale Police Department.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Debora Black, Interim Police Chief
SUBJECT:	CITY OF TUCSON HIGH INTENSITY DRUG TRAFFICKING AREA GRANT AGREEMENT

1. Resolution
2. Grant Agreement

CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

COT Grant Number ***HT21-11-0723***

This Grant Agreement is made this 1ST day of January 2011 by and between the CITY OF TUCSON hereinafter called "CITY" and the City of Glendale, through the **Glendale Police Department** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on January 1, 2012 and terminate on December 31, 2012. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.

2. The GRANTEE agrees that grant funds will be used for the **Arizona Warrant Apprehension Network and Tactical Enforcement Detail (WANTED).**

3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement; and/or revoke the grant. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds; perform an audit of expended funds; and require the return of any previously spent funds deemed to have been spent in violation of the purpose or conditions of this grant.

4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

   A. If to the City of Tucson:

City of Tucson Police Department
HIDTA FIDUCIARY SECTION
270 S. Stone
Tucson, Arizona 85701
Attn: HIDTA Financial Analyst

B. If to the GRANTEE:

City of Glendale Police Department
6835 N. 57th Drive
Glendale, AZ 85301
Attn: Commander Rick St. John

With a copy to:

City Attorney
City of Glendale
5850 W. Glendale Ave #450
Glendale, AZ 85301

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	**$0.00**
Fringe Benefits	**$0.00**
Overtime	**$40,000.00**
Travel	**$0.00**
Facilities	**$0.00**
Services	**$0.00**
Operating Expenses:	
Supplies	**$0.00**
Other	**$0.00**
Equipment (listed below)	**$0.00**
TOTAL	**$40,000.00**
See attached for budget detail.	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.

7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. The GRANTEE understands that prior to the expenditure of confidential funds, an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understood, and agreed to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B.*

9. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR Part 66 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments* and HIDTA Program Policy & Budget Guidance.
   Link: *OMB Circulars* http://www.whitehouse.gov/omb/circulars/index.html

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.

11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.

12. For the purpose of this grant, a capital expenditure is $1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than $1,000, the GRANTEE will use its own policy.

    The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.04(A), to account for all HIDTA purchased equipment, vehicles, and other items valued at $ 1000 or more at the time of purchase. This also includes lower cost, high-risk items; electronic devices and software, such as but not limited to, digital cameras, palm pilots, and GPS devices.

    The GRANTEE agrees to abide by Section 8.06 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR, Part 66.32 (e) (1-3) when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.
    Link: *OMB Circulars* http://www.whitehouse.gov/omb/circulars/index.html

    The GRANTEE agrees the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section 8.07 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance.

15. The GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
    Link: *OMB Circular A-133* http://www.whitehouse.gov/omb/circulars/index.html

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	**Due Date:**	**Report Period Month of:**	**Due Date:**
January 1 - 31	February 25	July 1 – 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 – 30	April 25	September 1 – 30	October 25
October 1 - 31	November 25	April 1 - 30	May 25
November 1 - 30	December 25	May 1 - 31	June 25
December 1 - 31	January 25	June 1 - 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.

18. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of $100,000, and provide written notification to the CITY, as indicated in 21 CFR Part 1403.36(d)(4).

19. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 67.510 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
    Link: *Excluded Parties Listing System* http://epls.arnet.gov

20. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.

21. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.

22. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.

23. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 22 of this Agreement pertaining to disputes, which are subject to arbitration.

24. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

25. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indeminitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.

26. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Imdemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

27. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

28. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

29. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.

30. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.

31. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.

32. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.

33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.

34. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.

35. The GRANTEE certifies that it currently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

36. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

37. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.

38. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.

39. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

40. Pursuant to A.R.S. § 35-391.06 and § 35-393.06, the GRANTEE hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation, as defined in A.R.S. § 35-391 and § 35-393, in either Sudan or Iran.

41. Pursuant resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

«AuthorizedOfficialTitle» Date

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Roberto A. Villaseñor, Chief of Police
City of Tucson Police Department
Date

Lisa Judge, Principal Assistant City Attorney
City of Tucson Police Department
Date

CITY OF TUCSON
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

***Insurance Requirements* for Governmental Parties to a Grant Agreement:**

None.

***Insurance Requirements* for Any Contractors Used by a Party to the Grant Agreement:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$50,000
• Each Occurrence	$1,000,000

   a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

      (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

   b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

   Combined Single Limit (CSL) $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

      (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$500,000
Disease – Each Employee	$500,000
Disease – Policy Limit	$1,000,000

   a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

   b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.

CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

Confidential Funds Certification
Exhibit "B"

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: HT21-11-0723

Date: _____ Signature: _____
Authorized Official

PROCEDURES
Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.

2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.

3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.

4. Cash Receipts.
   a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.

   b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:

   a. The jurisdiction initiating the payment.
   b. A description of the information/evidence received.
   c. The amount of payment, both in numeral and word form.
   d. The date on which the payment was made.
   e. The signature of the informant payee.
   f. The signature of the case agent or officer making payment.
   g. The signature of at least one other officer witnessing the payment.
   h. The signature of the first-line supervisor authorizing and certifying the payment.

6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.

7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.

8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

2. Documentation. Each file should include the following information:

   a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
   b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
   c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
   d. Agreement with cooperating individual.
   e. Receipt for P/I.
   f. Copies of all debriefing reports (except for the Headquarters case file).
   g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
   h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
   i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
   j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
   a. Informant's code number.
   b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
   c. Informant's true name.
   d. Name of establishing law enforcement officer.
   e. Date the establishment is approved.
   f. Date of deactivation.

3. Establish each informant file in accordance with Informant File Documentation (2).

4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.

5. All informants being established should be checked in all available criminal indices. If a verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:

   a. The level of the targeted individual, organization or operation.
   b. The amount of the actual or potential seizure.
   c. The significance of the contribution made by the informant to the desired objectives.

2. There are various circumstances in which payments to informants may be made.

   a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs to be made.

2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.

3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.

4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
   a. The significance of the investigation.
   b. The need for this expenditure to further the investigation.
   c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.

6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
   a. The amount of funds involved.
   b. The degree of security under which the funds are being held.
   c. How long an extension is required.
   d. The significance of the expenditure.

   Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

RESOLUTION NO. 4592 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND, IF AWARDED, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE GILA RIVER INDIAN COMMUNITY STATE-SHARED REVENUE PROGRAM IN THE AMOUNT OF $55,188 FOR THE FITNESS AND NUTRITION PROGRAM THROUGH THE GLENDALE RECREATION AFTER SCHOOL PROGRAM.

WHEREAS, the Gila River Indian Community, through their state-shared revenue program, provides funds to cities, towns and counties for government services that benefit the general public concentrating on the areas of public safety, transportation, health care, economic development and education; and

WHEREAS, the City of Glendale Youth and Teen Division offers an after school program, Glendale Recreation After School Program (G.R.A.S.P.), at 10 sites throughout the City for children in grades K-8. The program is regulated by the Arizona Department of Health Services and accepts DES-qualifying families. The grant funding sought will be used for a Fitness and Nutrition Program to support the G.R.A.S.P.; and

WHEREAS, grantees of the Gila River Indian Community State-Shared Revenue Program funds are required to comply with the program process and procedures as set forth by the Gila River Indian Community.

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

SECTION 1. That the City of Glendale hereby authorizes the submission of a grant application and, if awarded, authorizing the acceptance of a grant from the Gila River Indian Community State-Shared Revenue Program in the amount of $55,188 for the Fitness and Nutrition Program through G.R.A.S.P.

SECTION 2. That the City of Glendale agrees to comply with all appropriate procedures, guidelines and requirements established by the Gila River Indian Community for said funding.

SECTION 3. That the City Manager, Ed Beasley, is hereby authorized to execute all necessary documents to support this grant application and acceptance, if awarded.

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

_____
MAYOR

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

g_Parks_GilaRiver_GRASP.doc

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Erik Strunk, Executive Director, Parks, Recreation and Library Services

SUBJECT: **G.R.A.S.P. FITNESS AND NUTRITION PROGRAM FOR GILA RIVER INDIAN COMMUNITY STATE-SHARED REVENUE FUNDING**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to apply for and accept a grant from the Gila River Indian Community in the amount of $55,188 for the Fitness and Nutrition program through the Glendale Recreation After School Program (G.R.A.S.P.).

Background

In 2002, Arizona voters passed Proposition 202 which requires Native American communities that derive revenue from gaming to set aside 12% for a state-shared revenue program for distribution to "cities, towns, or counties for government services that benefit the general public including public safety, mitigation of the impacts of gaming, or promotion of commerce and economic development." The Gila River Indian Community developed a revenue-sharing program that is also open to applications from local governments or non-profits, provided there is support by the local government.

The City of Glendale Youth and Teen Division offers an after school program, G.R.A.S.P., at 10 sites throughout the city for children in grades K-8. The one-year program is regulated by the Arizona Department of Health Services (DES) and accepts DES qualifying families.

If awarded, the $55,188 grant will help the Youth and Teen Division develop and implement the G.R.A.S.P. Fitness and Nutrition Program at each of the city's 10 after-school programs. This program will use the "Let's Move" curriculum developed by the President's Challenge Program, and nutrition curriculum developed by the University of Arizona Maricopa County Cooperative Extension Office, to teach fitness and nutrition skills to approximately 300 Glendale school children in grades K-8 to combat childhood obesity.

Previous Council/Staff Actions

This item was reviewed and recommended for approval by the Parks and Recreation Advisory Commission at its June 11, 2012 meeting.

On June 14, 2011, Council adopted a resolution of support for the submission of a grant application for the Boys & Girls Clubs of Metropolitan Phoenix in the amount of $10,000 from the Gila River Indian Community State-Shared Revenue Program.

On August 31, 2010, Council adopted a resolution of support for city social and human services via the city's "From the Heart" program in the amount of $225,000 from the Gila River Indian Community.

Community Benefit

Nationally over the past three decades, childhood obesity rates in America have tripled, and today, nearly one in three children are overweight or obese. Childhood obesity can lead to chronic obesity-related health problems in adulthood such as heart disease, diabetes, high blood pressure, cancer, and asthma. The Glendale residents who participate in this program will gain awareness and learn valuable skills to lead an active and healthy lifestyle. The intent is that these valuable skills they learn through this program will transfer into their family life and daily routine.

Budget Impacts & Costs

This grant is for $55,188 and the city will act as a fiscal agent and grant administrator for the proposed funding. A specific account will be established to track revenue and expenses.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X					$55,188

Account Name, Fund, Account and Line Item Number:
A specific project account will be established in Fund 1840, the city's grant fund, once the grant agreement is formally executed.

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the City Manager to apply for and accept a grant from the Gila River Indian Community in the amount of $55,188 for a Fitness and Nutrition program through the Glendale Recreation After School Program.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Erik Strunk, Executive Director, Parks, Recreation and Library Services
SUBJECT:	G.R.A.S.P. FITNESS AND NUTRITION PROGRAM FOR GILA RIVER INDIAN COMMUNITY STATE-SHARED REVENUE FUNDING

1. Resolution
2. Narrative
3. Gila River Indian Community Grant Application

A. NARRATIVE

1. Purpose of Grant

a) Describe the proposed program or project

The City of Glendale Youth and Teen Division offers an after school program, Glendale Recreation After School Program (G.R.A.S.P.), at 10 sites throughout the city for children in grades K-8. The program is regulated by the Arizona Department of Health Services and accepts DES qualifying families.

With Proposition 202 Funding from the Gila River Indian Community, the Youth and Teen Division will develop and implement the G.R.A.S.P. Fitness and Nutrition Program at each of the city's 10 after school programs. This program will use the "Let's Move" curriculum developed by the President's Challenge Program, and nutrition curriculum developed by the University of Arizona Maricopa County Cooperative Extension Office to teach fitness and nutrition skills to approximately 300 Glendale school children in grades K-8 to combat childhood obesity, a major issue facing our community.

b) Describe how the proposed program or project satisfies one or more of the "priority areas" identified by the Gila River Indian Community.

The G.R.A.S.P. Fitness and Nutrition Program addresses three priority areas identified by the Gila River Indian Community; Public Safety, Health Care Services, and Education.

Public Safety

This program will be offered at all G.R.A.S.P. sites, including those in lower income areas of the city which tend to have higher rates of juvenile crime. Studies have shown that when children are actively involved in after school programs they are less likely to become involved in criminal behavior. Additionally, focusing on fitness and nutrition at an early age can lead to higher levels of self esteem and confidence as the children continue to grown into young adults and are less likely to engage in criminal behavior.

Health Care Services

The G.R.A.S.P. Fitness and Nutrition Program is specifically targeting childhood obesity, a prevalent healthcare issue in our community. Childhood obesity can have a harmful effect on the body in a variety of ways. Obese children are more likely to develop heart disease, type 2 diabetes, asthma, and sleep apnea. Additionally, obese children and adolescents have a greater risk of social and psychological problems, such as discrimination and poor self-esteem, which can continue into adulthood.

Education

This program provides education to Glendale school children on the tools and skills to develop a healthy lifestyle at an early age to prevent a lifetime of obesity and its harmful effects. Instructors will incorporate a 6 week fitness program into after school programs to introduce fun fitness options including a fitness based obstacle course. They will also be taught about nutrition and healthy and fun ways to incorporate fruits and vegetables into their daily routines. Once they learn the habits of fitness and nutrition they will share the knowledge with their families and will continue to live a healthy lifestyle.

c) Identify the needs/problems to be addressed, target population and number of people to be served by the project.

The target population for this program is 10 after school programs that are located throughout Glendale. The estimated number of residents to be served are 300 participants ages 5-13.

Nationally over the past three decades, childhood obesity rates in America have tripled, and today, nearly one in three children in America are overweight or obese. The numbers are even higher in African American and Hispanic communities, where nearly 40% of the children are overweight or obese. If we don't solve this problem, one third of all children born in 2000 or later will suffer from diabetes at some point in their lives. Many others will face chronic obesity-related health problems like heart disease, high blood pressure, cancer, and asthma.

This is a trend that has been occurring in the Glendale community and one that is supported by city of Glendale Parks and Recreation leadership. The trends that have developed in our community and which are noticeable in other Arizona communities include:

- Families rarely preparing home cooked meals
- Schoolchildren consuming up to 6 snacks a day, which equates to 200 more calories than in the past
- Portion sizes are 2 to 5 times bigger than they used to be
- Time spent watching TV, videos, DVDs, and movies averaged slightly over 3 hours per day among children aged 8–18 years
- Most physical education and recess programs are being eliminated in schools, leaving no options for children to learn about fitness and nutrition.

The city of Glendale believes that providing the tools and skills to combat childhood obesity will reduce healthcare costs in our community and juvenile crime rates.

d) Describe the project goals and objectives, and your plan to meet them.
The objective of the G.R.A.S.P. Fitness Program is to incorporate a 6 week fitness program into our after school programs to introduce fun fitness options to our young people and will take place in 10 after school programs and community centers serving 300 Glendale school children. The majority of funding requested will be used to hire temporary recreation leaders to administer this program and to purchase fitness equipment to be used at the various G.R.A.S.P. program sites.

The goal is to educate the Glendale youth on fun fitness activities and nutrition that will be incorporated into their daily life. The goal will be measured with a pre and post test that will consist of five exercises that will track the progress made by the participants throughout the 6 week program. Additionally, participants will track their activities daily for 6 weeks with a goal of participating in 60 minutes a day of physical activity, a majority of which will be facilitated by the staff at our after school programs.

e) Define the project as a new or continuing program.
While the city of Glendale Parks and Recreation department has had after school programs for many years, this will be the first year that obesity education will be the focus of the programs. The goal is if funding is received for this program, the city will be able to continue to use the curriculum and equipment to sustain the program.

f) Identify other organizations, partners or funders participating in the project and their roles (see attachments section).
Partners of the G.R.A.S.P. Fitness and Nutrition Program include the University of Arizona Maricopa County Cooperative Extension Office and the Glendale Elementary School District. A nutrition expert from the University of Arizona Extension Office will provide training to G.R.A.S.P. staff on nutrition curriculum that includes introducing different types of vegetables and fruits to increase familiarity, teaching about portion control and awareness of access to fresh fruits and vegetables. The Glendale

Elementary School District provides the meeting facilities to G.R.A.S.P., advertises the program to students and parents, and coordinates safely transporting the students to the after school programs.

g) Indicate any application to and/or awards made by a Tribe other than the Gila River Indian Community for state shared revenues for this and/or any other projects/programs.
There have been no other applications submitted for this program.

h) Provide a timetable for implementation.
If funding is awarded, staff is prepared to develop and implement the program within 30 days so that it can begin at the after school sites.

i) Identify long-term funding resources or project sustainability.
The main costs of developing the program include purchasing fitness equipment and some supplies for the nutrition portion of the program. Additionally, staff will be trained on the fitness and nutrition curriculum. Once the equipment is purchased and staff is trained, the Youth and Teen Division will incorporate the Fitness and Nutrition program into its G.R.A.S.P. after school program on a regular basis.

2. Reports
There will be a pre and post test that will comprise of 5 exercises that will track the progress made by the participants throughout the 6 week program. Participants will track their activities daily for 6 weeks with a goal of participating in 60 minutes a day of physical activity, a majority of which will be facilitated by the staff at our after school programs. The results of these performance objectives will be included in our interim and final reports.

Gila River Indian Community Grant Application

Municipality Information

Date of Application: 06/30/2012

Name of City, Town or County: City of Glendale, Arizona

Mayor or Board of Supervisor's Chairman: Mayor Elaine Scruggs

Mailing Address: 5850 W. Glendale Avenue

City: Glendale State: AZ Zip Code: 85301

Department/Non-Profit Information

Department or Organization Name: Parks, Recreation, and Library Services

Mailing Address: 5850 W. Glendale Avenue City: Glendale State: AZ Zip Code: 85301

Contact Person*: Deanna Ortiz Title: Recreation Manager

Phone Number: 623-930-2842 E-mail Address: dortiz@glendaleaz.com

*The individual listed here will be our direct point of contact for grant-related questions or requests for information. Duplicates of all grant correspondence will be sent to the contact person.

Grant Information

Program or Project Name: G.R.A.S.P. Fitness and Nutrition Program

Purpose of Grant: The purpsose of this grant is to develop and impletement the G.R.A.S.P. Fitness and Nutrition Program at each of the city's 10 after school programs. This program will use the "Let's Move" curriculum developed by the President's Challenge Program, and nutrition curriculum developed by the University of Arizona Maricopa County Cooperative Extension Office to teach fitness and nutrition skills to approximately 300 Glendale school children in grades K-8 to combat childhood obesity, a major issue facing our community.

Beginning and ending dates of Program or Project:8/1/2012 to 5/1/2013

Amount Requested: $55,188.00 Total Project Cost: $55,188

☐ Multi-year Request – If checked, # of years requested: Amount/year:

Priority Funding Area:

☐ Economic Development ☒ Education ☒ Healthcare ☒ Public Safety ☐ Transportation

Geographic Area Served:City of Glendale

Signature:

Mayor OR Chairman BOS:_____ Date:_____

Typed Name and Title: Mayor Elaine Scruggs

Rev. 2/2012

Gila River Indian Community Grant Application

☒ Application Format (outline)

Please structure your proposal to provide the following information in the order indicated. Use the headings and subheadings provided. Then, in your own words, address the questions and issues posed in the outline. The questions reflect the general interests and concerns of the Gila River Indian Community, but are not intended to be conclusive. Additional information pertinent to your project should be included. Please be thorough yet strive for brevity. Please submit one original and five copies of your completed grant application, including attachments

A. NARRATIVE

1. Purpose of Grant
   a) Describe the proposed program or project
   b) Describe how the proposed program or project satisfies one or more of the "priority areas" identified by the Gila River Indian Community.
   c) Identify the needs/problems to be addressed, target population and number of people to be served by the project.
   d) Describe the project goals and objectives, and your plan to meet them.
   e) Define the project as a new or continuing program.
   f) Identify other organizations, partners or funders participating in the project and their roles (see attachments section).
   g) Indicate any application to and/or awards made by a Tribe other than the Gila River Indian Community for state shared revenues for this and/or any other projects/programs.
   h) Provide a timetable for implementation.
   i) Identify long-term funding resources or project sustainability.

2. Reports
   - Describe your plan to document progress and results. Interim and final reports will be required for every grant awarded.

B. ATTACHMENTS

Required Attachments:
1. A resolution from the applicable governing body in support of the proposed project (eligible City, Town or County).
2. A proposed budget for the program or project.
3. List of other funders, potential funders and amounts committed or requested in support of the proposed project.

Optional Attachments:
1. Letters of support (optional) that substantiate need for the project and collaboration with other organizations.

Maricopa County

ARIZONA COOPERATIVE EXTENSION

THE UNIVERSITY OF ARIZONA • COLLEGE OF AGRICULTURE AND LIFE SCIENCES

June 4, 2012

Cheryl Pablo
Program Administrator
P.O. Box 2172
Sacaton, AZ 85147

Dear Cheryl,

The University of Arizona Nutrition Network (UANN) SNAP-ED have partnered with the City of Glendale (specifically Glendale Parks and Recreation – GRASP) since 2008. It has been a successful partnership where we provided nutritional education and resources that focused on nutritional wellbeing and healthy living for young people.

Glendale Parks and Recreation After School program has signed a Memorandum of Acceptance (MOA) to continue our partnership for the next three (3) years.

The After School Program is such an asset to the students they serve and we are pleased to be a part of it by continuing to sharing our nutrition program (SNAP-Ed) with the students. The Youth & Teen Division is a great proponent of the program and is a pleasure to work with.

If you have any questions, please feel free to contact us with at the emails/phone numbers below.

Best Regards,

Betty S.Thompson
Program Coordinator, SNAP-ED
The University of Arizona
Cooperative Extension – Maricopa County
4341 East Broadway Road
Phoenix, Arizona 85040-8807
Tel: (602) 827-8200 ext 358
Fax: (602) 827-8292

Traci L. Armstrong Florian, MS, RD
Assistant Agent, Family, Consumer, and Health Sciences
EFNEP and SNAP-Ed
The University of Arizona
Maricopa County Cooperative Extension
4341 East Broadway Road
Phoenix, Arizona 85040
Phone: 602-827-8200 ext. 337
Fax: 602-827-8292

Gila River Indian Community Grant Application

Budget

An accurate, detailed budget for proposed projects is a primary requirement of this grant application. This portion of your proposal should break down the total budget into specific items for your project. Please include a narrative description explaining any unusual budget items. "In-Kind" expenses and donations, grants or matching funds should also be spelled out. Please include the following information in your budget. You may use this or a similar format.

A. BUDGET PERIOD *(e.g.1/ 1/ 20XX to12/31/20XX):*

7/1/2012 to 6/30/2013

B. EXPENSES

Please itemize expenses that are applicable to your program or project. Please note: Columns will not total automatically if a currency field is left blank.

Proposed Budget (list each budget item)	*Amount Requested from GRIC*	*Amount secured from other Funders*	*In Kind Expense*	*Total Budget*
Agility Rings (6)	*$330.00*	*$0.00*	*$0.00*	*$330.00*
Agility Training Ladder (6)	*$240.00*	*$0.00*	*$0.00*	*$240.00*
Indoor/Outdoor Agility Pole System (3)	*$420.00*	*$0.00*	*$0.00*	*$420.00*
Adjustable Hurdle Cone Set (3)	*$465.00*	*$0.00*	*$0.00*	*$465.00*
Fitness Xtreme Skillastics (3)	*$720.00*	*$0.00*	*$0.00*	*$720.00*
Foam Hoop Holders (6)	*$198.00*	*$0.00*	*$0.00*	*$198.00*
MacGregor Duffle Bag (3)	*$165.00*	*$0.00*	*$0.00*	*$165.00*
Recreation Leaders (10)	*$52,650.00*	*$0.00*	*$0.00*	*$52,650.00*
	$0.00	*$0.00*	*$0.00*	*$0.00*
	$0.00	*$0.00*	*$0.00*	*$0.00*
	$0.00	*$0.00*	*$0.00*	*$0.00*
	$0.00	*$0.00*	*$0.00*	*$0.00*
	$0.00	*$0.00*	*$0.00*	*$0.00*
	$0.00	*$0.00*	*$0.00*	*$0.00*
	$0.00	*$0.00*	*$0.00*	*$0.00*
	$0.00	*$0.00*	*$0.00*	*$0.00*
	$0.00	*$0.00*	*$0.00*	*$0.00*
	$0.00	*$0.00*	*$0.00*	*$0.00*
	$0.00	*$0.00*	*$0.00*	*$0.00*
	$0.00	*$0.00*	*$0.00*	*$0.00*
	$0.00	*$0.00*	*$0.00*	*$0.00*
	$0.00	*$0.00*	*$0.00*	*$0.00*
Total Budget	*$55,188.00*	*$0.00*	*$0.00*	***$55,188.00***

C. BUDGET DETAIL, IF APPLICABLE (Narrative description of unusual budget items, in-kind expenses, donations, etc.)

The budget for the Recreation Leaders is for 10 part-time employees that will work 15 hours each week across 10 sites. The Leaders will be working for 36-weeks, the total length of the program and at an hourly wage of $9.75. The cost per site for staffing is $5,265 (10 sites x $5,265=$52,650).
The total budget for equipment is $2,538 and includeds equipment that will be used by the participants for the fitness portion of the program.

RESOLUTION NO. 4593 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY LIBRARY DISTRICT FOR THE RECIPROCAL BORROWING PROGRAM TO EXPAND THE AVAILABILITY OF LIBRARY SERVICES

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement with the Maricopa County Library District for the Reciprocal Borrowing Program to expand the availability of library services be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

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

_____
MAYOR

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

iga_County_ReciprocalBorrowing.doc

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Cheryl Kennedy, Chief Librarian

SUBJECT: **RECIPROCAL BORROWING AGREEMENT WITH THE MARICOPA COUNTY LIBRARY DISTRICT**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into a reciprocal borrowing agreement with the Maricopa County Library District (MCLD).

Background

As a part of the FY 2012-13 budget cost for service exercise, Council provided staff with direction to enter into the Reciprocal Borrowing Program with the MCLD. This program is funded with a portion of property tax that is exclusively collected by the MCLD to provide library services in areas of Maricopa County that are unincorporated and/or incorporated. The program has been in place since the mid-1980s and Glendale is currently the only Valley city that is not a member.

As coordinated by the MCLD, the Reciprocal Borrowing Program allows any Maricopa County resident, regardless of the municipal jurisdiction in which they live, to use their library card at any municipal and/or county library throughout Maricopa County. For example, a resident of Glendale can use their Glendale Library card in Peoria and vice-versa. At the end of the year, the MCLD calculates the number of non-city residents using a municipal library for each city as well as those patrons who use other city libraries and/or County libraries.

According to the MCLD, if the City of Glendale had been a member in the Reciprocal Borrowing Agreement in FY 2011-12, the city could have potentially received approximately $163,271 in additional revenue through direct cash, book purchases and electronic database services (this amount will vary from year-to-year, based on usage patterns). Membership in the Reciprocal Borrowing Program will also assist in the MCLD purchasing the Polaris ILS operating system for the Glendale Library, which has a value of approximately $347,000 and will be provided to the city at no charge. This will result in an additional cost savings to the General Fund of approximately $35,000 each year because the library will no longer have to pay for operating and maintenance costs of the ILS operating system. This was also discussed at the FY 2012-13 budget cost for service exercise and is included in the Library's FY 2012-13 cost reductions.

With the approval of this item, the city will no longer charge a non-resident card fee.

Previous Council/Staff Actions

At the Council Budget Workshop on February 28, 2012 and again on April 17, 2012, staff was directed to enter into the Reciprocal Borrowing Program with MCLD. The city was an initial member of the Reciprocal Borrowing Program when first instituted by the MCLD in 1986; however, the city withdrew from the program in 1989. The city did so based on the fact that over 18,000 non-residents received Glendale library cards due to the lack of other library services in neighboring cities (primarily Peoria and Phoenix). Since then, five new libraries have been built within a five mile distance of Glendale and re-entry into the program will benefit Glendale residents based at a much higher rate of reimbursement ($10 per person in 1989 versus $25 in 2013).

Community Benefit

The citizens of Glendale will have access to more services provided by MCLD through additional materials, a language database, and music download services. Entering into reciprocal borrowing will also include MCLD purchasing the Polaris ILS operating system. This will provide residents with more intuitive searching capabilities, more seamless access to e-Books, optimized catalog enhancements for mobile device users, summer reading programs, and a cost savings of approximately $35,000 annually plus the $347,000 for initial purchase of Polaris ILS from the General Fund. In addition, Glendale residents will be able to freely utilize all other municipal and MCLD library services should they chose to frequent those facilities.

Public Input

The reciprocal borrowing program coordinated by the MCLD was discussed with the Library Advisory Board at the February 16, 2012 and November 17, 2011 meetings. The Board expressed its support of the program.

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a reciprocal borrowing agreement with the Maricopa County Library District.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Cheryl Kennedy, Chief Librarian
SUBJECT:	RECIPROCAL BORROWING AGREEMENT WITH THE MARICOPA COUNTY LIBRARY DISTRICT

1. Resolution
2. Intergovernmental Agreement Between The Maricopa County Library District And The City Of Glendale For Reciprocal Borrowing Program

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
MARICOPA COUNTY LIBRARY DISTRICT
AND THE CITY OF GLENDALE
FOR
THE RECIPROCAL BORROWING PROGRAM

Agenda #_____

The governing bodies of the City of Glendale (hereinafter "City") and the Maricopa County Library District (hereinafter "Library District') authorize and approve this Intergovernmental Agreement ("Agreement") to be effective on the 1st day of July, 2012 for provision of certain library services and reimbursements.

WHEREAS, A.R.S. §§ 11-903 and 48-3901 allow all incorporated cities and towns within Maricopa County to elect to become a part of, or participate in a county library district, which is a political taxing subdivision of this state for purposes of providing library services to district residents;

WHEREAS, the City is a member of the Library District, and wishes to participate in the Reciprocal Borrowing Program;

WHEREAS, under Glendale City Code, Chapter 20 and A.R.S. §§ 9-411 *et seq.*, the City has established and provided for City libraries which are owned and funded by the City and its governing body;

WHEREAS, the Library District has established a Reciprocal Borrowing Program for the benefit of its members in order to expand the availability of library services;

WHEREAS, the City wishes to have its municipal libraries participate and benefit from the Reciprocal Borrowing Program by being reimbursed by the Library District for use of its library and library services by non-residents of the City who are entitled to the benefits of the Library District.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1. Services Offered. The City shall provide the following library services to persons who are non-residents of that City, but are entitled to the benefits of the Library District (hereinafter referred to as "Non-Residents") to the same extent and pursuant to the same rules and regulations as the City provides these facilities and services to City residents. Non-Residents as used in this Agreement means only those persons entitled to Library District benefits, and does not include other Non-Residents. The services include access to and use of City library facilities, materials and services.

2. Accounting and Documentation. The City agrees to identify Non-Residents utilizing the services listed in paragraph 1 hereof and provide within ten (10) days after the end of each quarter an accounting and documentation (as described in Attachment "A") to support the reimbursement for its net services by the Library District as set forth in Section II of this Agreement.

SECTION II – OBLIGATIONS OF THE LIBRARY DISTRICT

1. Reimbursement to City. The Library District shall reimburse the City for the net services it provides to Non-Residents as follows:

   Reimbursement under this Agreement will be made twice per year: a Mid-Year Payment six (6) months into the Contract Year and an End of Year Payment at the end of the Contract Year. For the purpose of this Agreement, a Contract Year runs from July 1 through June 30.

   Mid-Year Payment - Upon receipt of the accounting and documentation from the City (as described in Attachment "A") and following the end of the first six (6) months of the Contract Year, the Library District shall determine:

   a. The number of Non-Residents who utilized library services in the City during the first six (6) months, as identified by the City in Section I, Paragraph 2 above;
   b. The number of residents of the City utilizing library services outside the City in the libraries of other participating members of the Library District during the first six (6) months, as documented by other members of the Library District similar to Section I, Paragraph 2 above;
   c. Subtract the result of subparagraph "b" from subparagraph "a" to determine the Net Non-Resident Users of City library services during the six-month period.

   If the result in subparagraph "c" is a positive figure, then within sixty (60) days after the end of the first six-month period, the Library District shall pay the City Twelve Dollars Fifty Cents ($12.50) for each Net Non-Resident User. The remaining balance will be accounted for in the final annual payment.

   If the result in subparagraph "c" is a negative figure, the City is not entitled to reimbursement for Non-Resident usage for that six-month period and no reimbursement will be paid to the City.

2. End of Year Payment. Upon receipt of the accounting and documentation from the City following the end of each fiscal year (June 30), the Library District shall determine:

   a. The number of Non-Residents who utilized library services in the City during the year, as identified by the City in Section I, Paragraph 2 above;

   b. The number of residents of the City utilizing library services outside the City in the libraries of other participating members of the Library District during the year, as documented by other members of the Library District similar to Section I, Paragraph 2 above;

   c. Subtract the result of subparagraph "b" from subparagraph "a" to determine the Net Non-Resident Users of the City library services during the year.

If the result in subparagraph "c" is a positive figure, then within sixty (60) days after the end of each fiscal year (June 30), the Library District shall pay the City a sum equal to Twenty-Five Dollars ($25.00) for each Net Non-Resident User, less any Mid-Year Payment already received by the City.

SECTION III – OTHER TERMS AND CONDITIONS

1. Term. This Agreement shall terminate June 30, 2013, unless sooner terminated by the parties hereto and is renewable only upon written amendment executed by both parties.

2. Termination. Either party may terminate this Agreement upon sixty (60) days notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten (10) days written notice to the Library District for failure to make reimbursements upon the dates as required in this Agreement. In any event, this Agreement shall be deemed terminated no later than the effective date adopted by the City to withdraw from the Library District.

CITY:	Glendale Main Library 5959 West Brown Street Glendale, Arizona 85302
WITH A COPY TO:	City of Glendale Attention: City Attorney 5850 West Glendale Avenue Glendale, Arizona 85301
LIBRARY DISTRICT:	Maricopa County Library District Attention: Contract Administrator 2700 North Central Avenue, Suite 700 Phoenix, Arizona 85004

3. Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the party(ies). If any part of this Agreement is held to be invalid or unenforceable, such holding and any actions taken subsequent thereto shall not require a return or reimbursement, nor affect in any way, the receipt or expenditure by the City, of tax revenues paid or payable as of the date of such holding pursuant to this or any similar Agreement. The provision of this agreement for payment of funds by the Library District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Library District shall be the sole judge and authority in determining the availability of funds under this agreement and the Library District shall keep the City fully informed as to the availability of funds for its program.

4. Entire Agreement Supersedes Any Other. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith.

5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and the laws rules and regulations of the City and the Library District.

6. Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the CITY OF GLENDALE and the MARICOPA COUNTY LIBRARY DISTRICT have executed this Agreement effective on the date first above written.

CITY OF GLENDALE

By: _____
Mayor
City of Glendale

ATTEST:

By: _____
City Clerk Date

MARICOPA COUNTY LIBRARY DISTRICT

By: _____
Chairman, Board of Directors
Maricopa County Library District

ATTEST:

By: _____
Clerk of the Board Date

The foregoing Agreement has been reviewed by the undersigned counsel who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

By: _____
Attorney Date
City of Glendale

By: _____
Attorney Date
Maricopa County Library District

ATTACHMENT "A"

INTERGOVERNMENTAL AGREEMENT BETWEEN THE MARICOPA COUNTY LIBRARY DISTRICT AND THE CITY OF GLENDALE FOR THE 2012 – 2013 RECIPROCAL BORROWING PROGRAM POLICY AND PROCEDURES

Policy:

Any resident of Maricopa County may obtain a free library card from a participating library upon presentation of current identification and proof of residence. Any borrower participating in this project must conform to the rules, policies, and regulations of the library from which the materials are borrowed. Reciprocal borrowing cards will be issued from July 1 through June 30 each fiscal year covered by the Agreement.

Procedures:

A. Issuance of a Reciprocal Borrowing Library Card

1. A resident of Maricopa County must present current identification and proof of residence.
2. A card will be given with an expiration date, which is one year from date of issue.
3. Refunds for existing purchased Non-resident cards are at the discretion of the local jurisdiction.

B. Borrowing Guidelines

1. All borrowers must conform to the rules, regulations, policies, and procedures of the lending library (i.e. loan periods, fines, renewals, reserves).
2. Books and other circulating items may be renewed only at the lending library.
3. Reserves may be picked up only at the lending library.
4. Books and other circulating items may be returned only to the lending library.
5. Borrowers assume all financial responsibilities for borrowed material.

C. Statistical Reporting

1. In order to be eligible to receive county reimbursement for the project, each participating library must submit a Quarterly Reciprocal Borrowing Report by the 10th of the month following the end of each quarter to the Director of the Library District. The report must provide the following information for each borrower:

   a. Name
   b. Street Address
   c. City/Town and ZIP code of residence
   d. Date of registration/renewal
   e. Card number

   This information can be a computer report prepared by the City Library automation system.

   Additionally, a summary sheet totaling the number of cards issued per City/Unincorporated County for the quarter submitted must be included.

2. In order to comply with Maricopa County fiscal regulations, the report for June must be received by July 10th following each fiscal year covered by this Agreement.

3. The Library District will prepare and distribute an annual statistical report.

RESOLUTION NO. 4594 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY LIBRARY DISTRICT FOR A SERVICE LEVEL AGREEMENT FOR THE PURCHASE OF AND SUBSCRIPTION TO THE POLARIS INTEGRATED LIBRARY SYSTEM.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement with the Maricopa County Library District for a Service Level Agreement for the Purchase of and Subscription to the Polaris Integrated Library System be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

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

_____
MAYOR

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

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CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Cheryl Kennedy, Chief Librarian

SUBJECT: **INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY LIBRARY DISTRICT FOR NEW INTEGRATED LIBRARY MANAGEMENT SOFTWARE**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Maricopa County Library District (MCLD) to replace the current Horizon Integrated Library System (ILS), with Polaris ILS and provide maintenance and support.

Background

The Glendale Public Library currently utilizes an integrated library management software system called Horizon. At the time of purchase in 2005, this system met the needs of patrons and staff. In 2007, the manufacturer of this system announced its intention to move towards a single integrated library management software platform that would no longer be supported.

In 2010, the MCLD presented information at the Maricopa Association of Governments management committee meeting concerning services it could provide to municipal libraries by utilizing the special districting tax funds collected from all Maricopa County landowners. At this meeting, the MCLD indicated that it was committed to assisting any public library with the conversion to the Polaris ILS management system.

As part of the city's ongoing effort to explore alternative funding sources and increase customer service for Glendale Public Library patrons, the city has had ongoing discussions with the MCLD to determine if it will fund and support a new ILS. As a part of the city's new Reciprocal Borrowing Agreement with the MCLD, the MCLD has agreed to purchase a new ILS for the Glendale Public Library and pay the costs associated for migrating, training, and annual maintenance, including upgrades.

Previous Council/Staff Actions

The item was reviewed and discussed during the City Council FY 2012-13 Cost for Service workshop presentations and direction was provided to move forward with the MCLD for a new Polaris ILS.

The item was also presented for review and discussion at the February 7, 2012 City Council Workshop. On January 19, 2012, the Library Advisory Board also reviewed and expressed its support of the item.

Community Benefit

The immediate benefits to the community include a more intuitive catalog interface which equates to increased ease of use through features that improve searching capabilities, a more seamless access to e-Books, and optimized catalog enhancements for mobile device users.

Budget Impacts & Costs

There are no budget impacts or costs to the city. Approval of this item will save the city approximately $347,000 in one-time costs and $35,000 annually in operating and maintenance costs.

Recommendation

Waive the reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with the Maricopa County Library District to replace the current Horizon Integrated Library System, with Polaris Integrated Library System and provide maintenance and support.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Cheryl Kennedy, Chief Librarian
SUBJECT:	INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY LIBRARY DISTRICT FOR NEW INTEGRATED LIBRARY MANAGEMENT SOFTWARE

1. Resolution
2. Service Level Agreement For The Purchase and Subscription To The Polaris Integrated Library System

INTERGOVERNMENTAL AGREEMENT

SERVICE LEVEL AGREEMENT FOR THE PURCHASE OF AND SUBSCRIPTION TO THE POLARIS INTEGRATED LIBRARY SYSTEM

BETWEEN

Maricopa County Library District

and

City of Glendale

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("Agreement") is entered into by and Maricopa County Library District, hereinafter called the COUNTY and the City of Glendale, hereinafter called the CITY hereinafter collectively referred to as the "Party" or "Parties."

RECITALS

WHEREAS, the Parties aim to provide a basis for close cooperation between the COUNTY and the CITY for the purchase of Polaris Integrated Library System ("Polaris"). Further, the COUNTY will provide migration, maintenance and support services to the CITY, thereby ensuring a reliable, secure, timely and efficient service and support is available to the CITY staff and end-users at the Glendale Public Library.

WHEREAS, the Parties are authorized to enter into this Agreement by A.R.S. §§ 11-201(A)(3) and A.R.S. § 48-3902(A).

THEREFORE, the purpose of this Agreement is:

A. To create an environment which is conducive to a cooperative relationship between the COUNTY and the CITY to ensure the effective support of end users.

B. To document the responsibilities of all parties taking part in the Agreement.

C. To ensure that the COUNTY achieves the provision of a high quality of service for end users with the full support of the CITY.

D. To define the commencement of the Agreement, its initial term and the provision for reviews.

E. To define in detail the service to be delivered by the COUNTY and the level of service which can be expected by the CITY, thereby reducing the risk of misunderstandings.

F. To define procedures and processes which the CITY should follow concerning troubleshooting, third party software integration, etc., including escalation procedures.

G. To define the CITY's access to data, software and management tools for the independent operation of the Glendale Public Library.

GENERAL PROVISIONS

1. **Term.** The Agreement is effective upon execution by both Parties and will last eight years, until July 1, 2020. Any modification or amendment to the terms and conditions of this Agreement shall be approved by both Parties in writing.

2. **Termination.** Either Party may, with or without cause, terminate this Agreement by giving the other Party ninety (90) calendar days written notice of such termination. Upon termination of this Agreement, all property used in performing services under this Agreement shall be returned promptly to the Party owning or having the right to possess the same.

3. **Review Procedure.** This Agreement will be reviewed annually by the COUNTY and the CITY. The review will cover services provided, service levels and procedures. Any issue relating to this Agreement or the relationship between the CITY and the COUNTY received by either Party will be forwarded in writing and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely, and open resolution of all such problems.

4. **Amendment.** This Agreement supersedes all previous agreements between the Parties concerning Polaris. Nothing in this Agreement may be modified or waived except by written amendment, duly executed by both Parties.

5. **Description of Services.**

5.1 Polaris Software/Licenses and Maintenance. The COUNTY will fund the purchase of a unique instance of Polaris and subscription services.

5.2 Data Migration. The COUNTY will fund the migration of the CITY's current Horizon data, including acquisitions.

5.3 Installation and Implementation. The COUNTY will fund the installation and implementation of a unique instance of Polaris and related products, including acquisitions.

5.4 Software Support. The COUNTY will provide first line assistance in troubleshooting issues with Polaris and associated products including network connectivity and diagnosis.

6. **Pricing.** The COUNTY will provide hosting of Polaris and related products at no charge to the CITY.

7. **Support.**

7.1 System Availability. Support for Polaris will be available during regular operating hours of the Glendale Public Library.

7.2 Interruption of Services. Planned maintenance which may affect system availability should not be scheduled during the regular operating hours of the Glendale Public Library.

7.3 Incident Reporting and Management. The CITY and the COUNTY will work cooperatively relating to software problems, questions or incidents. The COUNTY must make available to the CITY procedures for emergency support on weekends.

7.4 System Access.

a. The Glendale Public Library System Administrator will perform all Polaris system administration duties.

b. The COUNTY will provide third-party vendors secure, temporary access, as needed, to the CITY for the installation, and maintenance of the database, etc. to vendors contracting with CITY for additional products/functionality. CITY will coordinate access with COUNTY a minimum of one (1) week in advance of scheduled access.

7.5 Data Extraction.

a. The COUNTY acknowledges that the CITY is the owner of the data stored in its Horizon and Polaris ILS databases.

b. The COUNTY agrees to make available and assist in the extraction of the Glendale Public Library's data, including system access for third-party vendors contracting with the CITY, at no charge to the CITY at the termination of this Agreement.

8. **Insurance.** The Parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to, public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

9. **Conflict of Interest.** Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel the Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of that Party is at any time while the Agreement or any extension thereof is in effect an employee of any other Party to the Agreement

in any capacity to any other Party to the Agreement with respect to the subject matter of the Agreement.

10. Indemnification.

10.1 To the extent permitted by law, the COUNTY covenants and agrees to indemnify, defend and hold harmless the CITY, its officers, employees, contractees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which are the result of any act or omission of the COUNTY, its officers, employees, contractees, agents and anyone acting under its direction or control, whether intentional or negligent, in connection with, or incident to, this Agreement.

10.2 To the extent permitted by law, the CITY covenants and agrees to indemnify, defend and hold harmless the COUNTY, its officers, employees, contractees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which are the result of any act or omission of the CITY, its officers, employees, contractees, agents and anyone acting under its direction or control, whether intentional or negligent, in connection with, or incident to, this Agreement.

11. Force Majeure. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

12. Business in Sudan or Iran. Both Parties certify that under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that they do not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the proceeding statutory sections, in the countries of Sudan or Iran.

13. E-Verification of Employees. Both Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge:

13.1 That they and each of their subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A);

13.2 That a breach of a warranty under subsection 13.1 above shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement;

13.3 That each Party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with the warranty provided under subsection 13.1 above and that the contractor agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection; and

13.4 That nothing herein shall make any contractor or subcontractor an agent or employee of either Party.

14. Terms and Conditions. This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. Nothing in this Agreement shall be construed as a consent to any suit or waiver of any defense in a suit brought against the State of Arizona, the COUNTY, or the CITY in any State or Federal Court.

IN WITNESS WHEREOF, the Parties enter into this Agreement as of the ____ day of _____, 2012.

MARICOPA COUNTY LIBRARY DISTRICT

By: _____
Chairman, Board of Directors

ATTEST:

_____
Clerk of the Board

This Agreement has been reviewed pursuant to A.R.S. § 11-952 *et seq.* by the undersigned attorney who has determined that it is in proper form and is within the power and authority granted under the laws of the State of Arizona.

_____
Attorney for the COUNTY

CITY OF GLENDALE, an Arizona
municipal corporation

_____
Ed Beasley, City Manager

ATTEST:

_____
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Craig Tindall, City Attorney

Maricopa County District Library
Maricopa, Arizona
on behalf of
Glendale Public Library
Glendale, Arizona

POLARIS
LIBRARY SYSTEMS

Cost Proposal - Summary

Polaris ILS Software Licenses
Polaris ILS Server/Client Software Includes: • Polaris ILS Database, Z39.50 Server, SMTP for email notification, Remote Patron Authentication, System Administration, System Reports. • 118 Staff Client Licenses (inc. 3 for Inventory Manager) • Unlimited PAC access • SimplyReports x 5 licenses
Children's interface to PAC
Spanish language interface to PAC
Self-Check interface x 9 units
EDI for Acquisitions Setup/Training x 3 approved vendors
Mobile PAC
Phone Services - Outbound/Inbound x 4 lines
Collection Agency interface
URL Detective
MS Windows 2008 Client Access Device licenses x 118
Hardware and System Software
Phone Services Server & Software

Services (please see breakdown on the next page)
Database Services incl. Authority Control Processing
Implementation Services

Data Extraction/Migration

Pricing Schedule based upon statistics provided within the request for quotation.

Source: Horizon

Bibliographic record extraction
Authority record extraction
Item record extraction
Patron record extraction
Circulation record extraction
Fines and Blocks record extraction
Holds record extraction
Acquisitions Vendor Record Extraction
Bibliographic record Migration /Test Load/Final Load - 280,000 bibliographic records
Authority record Migration /Test Load/Final Load
Item record Migration/Test Load/Final Load - 800,000 records
Patron record Migration/Test Load/Final Load - 210,000 records
Circulation record Migration/Test Load/Final Load
Fines and Blocks record Migration/Test Load/Final Load
Holds record Migration/Test Load/Final Load
Acquisitions Vendor Record Migration/Test Load/Final Load

Authority Control Processing

Description
Project Management and Data Off-Load/Re-Load Fee:
Machine processing of LC name, subject, series, and uniform title headings, various MARC record update routines, ASCII file of non-matched headings, standard authority record generation. Also includes updating matched LC records to the most current MARC format coding conventions and AACR2 cataloging standards. Est. 280,000 bib records @.065 per record

Implementation Services

Project Consultation:

2 Days On-Site Project Implementation Visit (includes expenses)

- Implementation process, Policy files creation, Data migration issues, Project planning, and Staff Client System Administration

PAC Branding (2 hour maximum - if additional time is required, that will be quoted separately at the rate of $200/hour)

- Enable pre-programmed theme selection;
- Resize existing library logo;

2 Days On-Site "Go Live" assistance (includes expenses)

Polaris ILS Application Training/Consultation:

4 Days on-site training covering the following subsystems (includes expenses)
(To occur after system installation and initial database load)
Up to ten (10) trainees allowed per session.

- PAC
- Patron Services
- Cataloging

Polaris ILS Application Training/Consultation:

3 Days on-site training covering the following subsystems (includes expenses)
(To occur after system installation and initial database load)
Up to ten (10) trainees allowed per session.

- Acquisitions
- Serials

Polaris ILS System Administration:

3 days of Syracuse-based training covering the following:

- Introduction to Structured Query Language (SQL)
- Introduction to Microsoft SQL Report Services
- Custom SQL script creation
- Custom report creation using MS SQL Reporting Services

Site may send up to 2 staff to this class for $3,300. Additional staff may attend for $550 per person per day. Library will be responsible for all travel expenses.

Polaris ILS System Administration:

1 Day Web-based training covering the following:

- Polaris ILS System Administration Interface

Scheduled on a monthly basis. Library may re-take this class as many times as desired at no cost

Polaris ILS System Administration:

- SimplyReports - scheduled as a monthly group webinar. Library may re-take this class as many times as desired at no cost
- Authority Control in Polaris Webinar
- Inventory Manager Training via downloadable video

The following restrictions apply to all on-site training:

- A maximum of ten (10) trainees allowed per session. Additional charges apply for additional trainees. In no case shall the number of attendees in any session exceed 15 people, as the quality of training is negatively affected beyond this class size.
- Training must be scheduled such that a minimum of two training days occur in any calendar week (Monday-Friday)

Subscription Services
Enhanced Data Content for PAC

Component
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Fiction and Biography Profiles
Find Similar Titles (must also buy Fiction Profile)
Series Information
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Cover Images
First Chapters/Excerpts
Author Notes
PW Review (includes Criticas Review)
LJ Review
SLJ Review
Choice Review
Booklist Review
Horn Book Review
Spanish
German

RESOLUTION NO. 4595 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 5 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 Five 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:

_____
City Manager

iga_des_cap_#5.doc

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Rebecca H. Daniel, Community Action Program Administrator

SUBJECT: **AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into Amendment No. 5 to the intergovernmental agreement (IGA) with the Arizona Department of Economic Security (DES) for Community Action Program (CAP) funding and operations.

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 for the provision of CAP services in FY 2011-12. The City of Glendale provides General Fund monies to cover the remainder of the CAP operating budget. In addition, the city provides in-kind contributions including office space, utilities, and custodial services and miscellaneous operating expenses for the office.

DES has changed the reporting requirement regarding data entry into our software data system. This is a contract change to the IGA which requires Council approval. The amendment also provides an allocation of funds under Case Management and the Community Services Block Grant for CAP services. Per terms of the contract, the FY 2012-13 allocations to the city for CAP services is $920,843.

Previous Council/Staff Actions

On November 22, 2011, Council approved entering into Amendment No. 4 of the IGA between the city and DES for additional funding in FY 2011-12 for CAP operations and services.

Amendments No. 1 through 3 were previously entered into by the City Manager as they dealt with only funding allocations. This was the direction of Council when they approved the

original approved a five-year IGA on June 22, 2010, between the city and DES for funding CAP operations and services effective July 1, 2010.

Community Benefit

CAP ensures that 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 Impacts & Costs

The DES will provide $920,843 in FY 2012-13 for CAP office program administration and operations. This funding will be deposited directly into the CAP Grant Fund.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X					$920,843

Account Name, Fund, Account and Line Item Number:
Arizona Department of Economic Security, Account No. 1820-32060-412200, $920,843

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Amendment No. 5 to the intergovernmental agreement with the Arizona Department of Economic Security for Community Action Program funding and operations.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Rebecca H. Daniel, Community Action Program Administrator
SUBJECT:	AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY

1. Resolution
2. Intergovernmental Agreement Amendment with Arizona Department of Economic Security

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
City of Glendale 5850 W. Glendale Ave. Glendale, Arizona 85301	DE111089001
	3. AMENDMENT NUMBER Five (5)

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

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

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

The reimbursement ceiling for the service for Case Management is $735,352.

The reimbursement ceiling for the service for Community Services is $185,491.

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

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

Reporting: Effective July 1, 2012 programmatic data shall be submitted through direct entry into CAP60 or through an agreed upon data bridge from an existing data system into CAP60 as identified on Programmatic Reports. All other reports such as invoices, payment verification forms and narrative information shall be provided on the forms currently required by this contract.

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: _____

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Case Management | **NAME: City of Glendale-Community Action Program**

CONTRACT PERIOD: 07/01/2012-06/30/2013

* A= % Administrative Functions
* D= % Direct Service Functions

Attachment A

1. **PERSONNEL**

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	% Allocated Service A* + D*= Total	Total Cost	DES Cost
1	1.00	Community Eligibility Specialist (State)	$58,629	0%+100%=100	$58,629	$58,629
1	1.00	Community Eligibility Representative (State)	$32,286	0%+100%=100	$32,286	$32,286
1	1.00	Community Eligibility Representative (State)	$31,364	0%+100%=100	$31,364	$31,364
		Furlough Deduction 2.5% (FTE)			-$3,057	-$3,057
				TOTAL:	**$119,222**	**$119,222**

2. **EMPLOYEE RELATED EXPENSES**

ITEM	BASIS	Total Cost	DES Cost
Various fringe benefits	(Average: 44.7467% of $119,222)	$53,348	$42,471
	TOTAL:	**$53,348**	**$42,471**

3. **PROFESSIONAL AND OUTSIDE SERVICES**

ITEM	BASIS	Total Cost	DES Cost
Security Service Charges	$1,891.67/month 12 mos.	$22,700	$0
Temporary Employment Charges	Temporary Staff Support with outside vendor	$13,307	$13,307
	TOTAL:	**$36,007**	**$13,307**

4. **TRAVEL**

ITEM	BASIS	Total Cost	DES Cost
Motor Pool Vehicles	CAP Estimated miles/yr = 2,570 (Motor Pool is not being charged at this time)	$0	$0
	TOTAL:	**$0**	**$0**

5. **SPACE**

ITEM	BASIS	Total Cost	DES Cost
Office Space	Rent, Electricity & Refuse - $6,643/mo x 12 mos.	$79,716	$0
	TOTAL:	**$79,716**	**$0**

6. **EQUIPMENT**

ITEM	BASIS	Total Cost	DES Cost
Computer Charges	PC/Tech Replacement (as computers need replacement)	$3,191	$0
	TOTAL:	**$3,191**	**$0**

7. **MATERIALS AND SUPPLIES**

ITEM	BASIS	Total Cost	DES Cost
General Office Supplies	$168.75/month 12 mos.	$2,025	$949
Postage/Duplicating	$29.58/month 12 mos.	$355	$0
	TOTAL:	**$2,380**	**$949**

8. **OPERATING EXPENSES**

ITEM	BASIS	Total Cost	DES Cost
Member Dues	ACAA Annual Membership $400 & ACAA Conference $150 X 6	$1,300	$1,300
Telephone/Qwest Charges	$2,041.08/month 12 mos.	$24,493	$0
Cell Phone Charges	$35/month 12 mos.	$420	$0
Insurance Fire & Liability	$29.58/month 12 mos.	$355	$0
	TOTAL:	**$26,568**	**$1,300**

9. **INDIRECT COSTS**

ITEM	BASIS	Total Cost	DES Cost
N/A			
	TOTAL:	**$0**	**$0**

10.	**SUBTOTAL ADMIN COST**	**$320,432**	**$177,249**

11. **VOUCHERS**

ITEM	BASIS	Total Cost	DES Cost

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Case Management **NAME: City of Glendale-Community Action Program**

CONTRACT PERIOD: 07/01/2012-06/30/2013

LIHEAP		$511,536	$511,536
STCS		$45,000	$45,000
NHN		$1,567	$1,567
		$0	$0
City of Glendale-ESG		$46,712	$0
ACAA		$184,509	$0
	TOTAL:	**$789,324**	**$558,103**
12.	**TOTAL SERVICE COST/DES TOTAL COST:**	**$1,109,756**	**$735,352**

REVENUE SOURCES:	**TOTAL:**	
DES-DAAS	**$735,352**	**$735,352**
ACAA	**$184,509**	
City of Glendale	**$143,183**	
City of Glendale ESG	**$46,712**	
TOTAL REVENUE:	**$1,109,756**	**$735,352**

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Community Services | **NAME: City of Glendale-Community Action Program**

CONTRACT PERIOD: 07/01/2012-06/30/2013

* A= % Administrative Functions
* D= % Direct Service Functions

Attachment B

1. **PERSONNEL**

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	% Allocated Service A* + D*= Total		Total Cost	DES Cost
1	1.00	CAP Administrator (State)	$74,605	100%+0%=100		$74,605	$74,605
1	1.00	Management Assistant (State)	$40,594	100%+0%=100		$40,594	$40,594
1	1.00	Customer Assist. Rep. (State)	$27,040	100%+0%=100		$27,040	$27,040
1	0.50	Community Eligibility Rep. (State)	$16,392	100%+0%=100		$16,392	$16,392
		Furlough Deduction 2.5% (FTE)				-$3,556	-$3,556
					TOTAL:	**$155,075**	**$155,075**

2. **EMPLOYEE RELATED EXPENSES**

ITEM	BASIS		Total Cost	DES Cost
Various fringe benefits	(Average: 34.817% of $155,075)		$53,992	$30,416
		TOTAL:	**$53,992**	**$30,416**

3. **PROFESSIONAL AND OUTSIDE SERVICES**

ITEM	BASIS		Total Cost	DES Cost
Temporary Employment Charges	Temporary staff support with outside vendor		$0	$0
		TOTAL:	**$0**	**$0**

4. **TRAVEL**

ITEM	BASIS		Total Cost	DES Cost
N/A			$0	$0
		TOTAL:	**$0**	**$0**

5. **SPACE**

ITEM	BASIS		Total Cost	DES Cost
N/A			$0	$0
		TOTAL:	**$0**	**$0**

6. **EQUIPMENT**

ITEM	BASIS		Total Cost	DES Cost
N/A			$0	$0
		TOTAL:	**$0**	**$0**

7. **MATERIALS AND SUPPLIES**

ITEM	BASIS		Total Cost	DES Cost
General Office Supplies			$0	$0
		TOTAL:	**$0**	**$0**

8. **OPERATING EXPENSES**

ITEM	BASIS		Total Cost	DES Cost
N/A			$0	$0
		TOTAL:	**$0**	**$0**

9. **INDIRECT COSTS**

ITEM	BASIS		Total Cost	DES Cost
N/A			$0	$0
		TOTAL:	**$0**	**$0**

10.	**SUBTOTAL ADMIN COST**	**$209,067**	**$185,491**

11. **VOUCHERS**

ITEM	BASIS	Total Cost	DES Cost
N/A		$0	$0

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Community Services

NAME: City of Glendale-Community Action Program

CONTRACT PERIOD: 07/01/2012-06/30/2013

	TOTAL:	$0	$0
12.	TOTAL SERVICE COST/DES TOTAL COST:	$209,067	$185,491

REVENUE SOURCES:	TOTAL:	
DES-DAAS	$185,491	$185,491
City of Glendale	$23,576	
TOTAL REVENUE:	$209,067	$185,491

RESOLUTION NO. 4596 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 4 TO THE RPTA PROPOSITION 400 INTERGOVERNMENTAL AGREEMENT WITH THE VALLEY METRO REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. 4 to the RPTA Proposition 400 Intergovernmental Agreement (Contract No. 133-43-2013) between the City of Glendale and the Valley Metro Regional Public Transportation Authority (RPTA) 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:

_____
City Manager

iga_RPTA.doc

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT: **INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY FOR TRANSIT SERVICES**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an annual intergovernmental agreement (IGA) with the Regional Public Transportation Authority (RPTA) for the continued operation of fixed route and express bus service in the City of Glendale, and reimbursement of transit services for the Americans with Disabilities Act (ADA) eligible riders.

Background

This agreement secures the RPTA portion of funding for fixed route, express routes and ADA transit service in Glendale

Fixed route bus service in Glendale is provided through an agreement with the City of Phoenix at an estimated cost of $5,998,508 for FY 2012-13. The RPTA will provide regional funds in the amount of $2,521,368 on behalf of Glendale toward the cost of this service, and the remaining $3,477,140 will be provided by the GO Transportation Program.

The RPTA will also provide an estimated $128,721 for the continued operation of two express routes between Glendale and downtown Phoenix.

Additionally, this agreement provides partial reimbursement of FY 2012-13 ADA transit costs up to $648,275 with funds provided through Proposition 400. Glendale provides ADA transit service within three-quarters of a mile of fixed route service, as required by ADA legislation.

This IGA reflects a reduction of transit service due to decreased regional transit funding. Service impacts include a reduction of fixed route transit service on Glendale Avenue; reduced service on Grand Avenue Limited; and elimination of Route 581 express service from 59th Avenue and Thunderbird Road to Metrocenter.

Previous Council/Staff Actions

On May 24, 2011, Council approved an annual IGA with the City of Phoenix for fixed route services.

Community Benefit

This action provides the city with funding for bus service on Glendale, Peoria, Grand, 59th and 67th Avenues, and all express routes in Glendale. Fixed route and express service was provided to more than 2,000,000 riders in Glendale last year, and Glendale's ADA transit service will provide approximately 20,000 rides this year.

Public Input

Six regional public hearings were held by the RPTA, including two in the Glendale Council Chambers on July 13, 2011, and February 29, 2012. The meetings were to receive input on potential impacts to bus service in the region, including Glendale. A total of 91 people attended the regional public meetings on potential changes to Valleywide transit service. A total of 10 people attended the meetings in Glendale. Transit staff considered the comments received at these meetings when recommending changes to Glendale's service.

Budget Impacts & Costs

In FY 2012-13, regional transit funds will provide an estimated $2,521,368 toward the cost of fixed route service, $128,721 toward the cost of express service, and up to $648,275 for the reimbursement of ADA transit expenses. Reimbursement funds will be deposited into the RPTA Revenue Account, 1660-16530-419250.

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an annual intergovernmental agreement with the Regional Public Transportation Authority for the continued operation of fixed route and express bus services in the City of Glendale, and reimbursement of transit services for the Americans with Disabilities Act eligible riders.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Jamsheed Mehta, AICP, Executive Director, Transportation Services
SUBJECT:	INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY FOR TRANSIT SERVICES

1. Resolution
2. Intergovernmental Agreement

C-_____

AMENDMENT NO. 4

RPTA PROPOSITION 400
INTERGOVERNMENTAL AGREEMENT

Contract # 133-43-2013

This Amendment No. 4 to the RPTA Proposition 400 Intergovernmental Agreement is made this ___ day of _____, 2012 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Valley Metro Regional Public Transportation Authority ("RPTA").

RECITALS

A. City and RPTA previously entered into an Intergovernmental Agreement relating to Paratransit Service, Contract # 133-43-2013, dated July 1, 2008 ("Initial Agreement"); and

B. City and RPTA previously amended the Initial Agreement on July 1, 2009, July 1, 2010 and July 1, 2011. The Initial Agreement as amended shall be referred to herein as the "Agreement."

C. City and RPTA wish to modify and amend the Initial Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and RPTA hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

2. **Term.** The term of the Agreement is extended for a one-year period from July 1, 2012 through July 1, 2013, unless otherwise terminated or canceled as provided by the Agreement.

3. **Schedules.** The attached Schedules A and B replace and supersede the schedules dated July 1, 2011.

4. **Ratification of Agreement.** City and RPTA hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain

in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona municipal corporation

_____
Ed Beasley, City Manager

ATTEST:

_____
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Craig Tindall, City Attorney

VALLEY METRO REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

_____
By: Stephen R. Banta
Its: Chief Executive Officer

ATTEST:

_____
Jon Medwin
Contracts and Procurement Manager

ATTEST:

_____
Michael Taylor
Acting Director of Finance

SCHEDULE A

RPTA Funded, Operated and Brokered Transit Service in the City of Glendale

FY13 Estimate

Route	Level	Annual Miles	Gross Cost	Fare Revenue	Fed PM	Net Cost
573	W	14,296	123,583	(25,665)	(12,565)	85,353
575	W	8,509	73,559	(22,712)	(7,479)	43,369
GAL	W	737	4,145	(379)		3,766
GAL	W	5,217	29,339	(2,661)		26,678
59	W	160,580	903,054	(313,339)		589,715
67	W	73,206	411,689	(104,225)		307,464
70	W	15,149	107,411	(19,391)		88,020
70	W	184,587	1,308,776	(236,271)		1,072,505
106	W	29,880	211,858	(41,062)		170,796
581	W	91	692	(120)		572
70	S	2,330	16,518	(2,982)		13,536
70	S	17,799	126,200	(22,783)		103,417
70	H	3,507	24,865	(4,489)		20,376
70	H	21,431	151,955	(27,432)		124,523
		537,318	3,493,644	(823,511)	(20,043)	2,650,089

Note: The Federal PM Credit is included in the CPM for Phoenix Operated Service.

SCHEDULE B

For the period of July 1, 2012 to June 30, 2013 it is estimated that the City of Glendale may request reimbursement from Regional Public Transportation Authority for a maximum of $648,275.00 for service consumed by RPTA ADA certified paratransit riders in Glendale. Eligible ADA Paratransit expenses include only expenses associated with trips completed by passengers certified as ADA eligible using jurisdictionally approved alternatives to fixed route transit. This amount is contingent upon approval of RPTA's fiscal year 2012-2013 budget by the RPTA Board of Directors.

Total reimbursements to the City will not exceed the net amount that factors in estimated and actual costs associated with operating RPTA's In-Person Eligibility Determination Facility and ADA Certification office.

Reimbursements must be requested by CITY on a PTF Reimbursement Request Form, Attachment A, and certified by the CITY's chief financial officer or designee. RPTA will reimburse CITY within thirty (30) business days based upon availability of funds. CITY may request that reimbursements be made electronically. Wire transfers must be pre arranged through the RPTA Finance Department.

ATTACHMENT A

Regional Public Transportation Authority

PTF Expenditure Reimbursement Request

The information provided will be used by the Regional Public Transportation Authority (RPTA) to monitor designated lead agency cash flow to ensure compliance with ARS 48-5103. No further monies may be paid out under this program unless this report is completed and filed as required.

RECIPIENT ORGANIZATION NAME AND ADDRESS	PROJECT AGREEMENT NUMBER	REQUEST NO.
	REPORTING PERIOD (Dates) FROM:	TO:

	TOTAL	PTF SHARE
TOTAL ELIGIBLE COSTS	$ -	$ -
TOTAL PREVIOUS PAYMENTS	$ -	$ -
CURRENT PAYMENT REQUESTED	$ -	$ -
REMAINING FUNDING	$ -	$ -

REQUIRED SIGNATURE

This document must be signed by the recipient's Chief Financial Officer or their designated representative.

CERTIFICATION

I certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures consistent with the project goals and requirements, have not been previously requested, and that payment is due. I also certify that all matching requirements have been met and sufficient documentation exists in our files and are available upon request or in the event of an audit.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of everything submitted.
2. All project records, including financial records, must be maintained for 3 years beyond project completion.

For RPTA use only

Date request received:	Life cycle compliance review (signature/date)
Approved for funds availability	Date of funds transfer

10

RESOLUTION NO. 4597 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CONTRACT CHANGE ORDER NO. 5 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE OPERATION OF FIXED ROUTE BUS SERVICES IN THE CITY OF GLENDALE.

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 Contract Change Order No. 5 to the Intergovernmental Agreement (Contract No. 127377) with the City of Phoenix for the operation of fixed route bus services be entered into, which Contract Change Order is 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 Contract Change Order No. 5 on behalf of the City of Glendale.

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

_____
MAYOR

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

iga_phx_transit_CO#5.doc

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT: **INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FIXED ROUTE BUS SERVICE**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into Contract Change Order No. 5 to the intergovernmental agreement (IGA) with the City of Phoenix for the continued operation of fixed route bus service in the City of Glendale.

Background

Fixed route bus service in Glendale is provided through an agreement with the City of Phoenix at an estimated cost of $5,998,508 for FY 2012-13. The Regional Public Transportation Authority (RPTA) will provide regional funds in the amount of $2,521,368 on behalf of Glendale toward the cost of this service, and the remaining $3,477,140 will be provided by the GO Transportation Program.

This IGA will provide continuation of fixed route bus service in Glendale, and includes reductions for FY 2012-13 due to decreased state, regional and local transit funding. The service impacts reflected in this agreement include reduced service on Peoria Avenue, Thunderbird and Bell Roads, and elimination of service on Cactus Road. In recommending these reductions, which will take effect in July 2012, Transit staff analyzed ridership levels throughout the city and considered citizen comments received at public hearings. Transit staff believes the proposed reductions will cause the least impact to Glendale citizens.

For over 30 years, fixed route bus service has been provided in Glendale through an IGA with the City of Phoenix, and this action will provide continuation of fixed route bus service in Glendale.

Previous Council/Staff Actions

On January 24, 2012, Council approved a change order to the IGA to extend service on 59th Avenue due to the receipt of grant funds.

On May 24, 2011, Council approved an annual IGA with the City of Phoenix for fixed route services.

Community Benefit

This action provides citizens with bus service on Union Hills Drive; Bell, Thunderbird and Bethany Home Roads; and Northern, Olive, Peoria, 67th, 59th and 51st Avenues. Fixed route bus service is provided to more than 2,000,000 riders in Glendale annually.

Public Input

Six regional public hearings were held by the RPTA, including two in the Glendale Council Chambers on July 13, 2011, and February 29, 2012. The meetings were to receive input on potential impacts to bus service in the region, including Glendale. A total of 91 people attended the regional public meetings on potential changes to Valleywide transit service. A total of 10 people attended the meetings in Glendale. Transit staff considered the comments received at these meetings when recommending changes to Glendale's service.

Budget Impacts & Costs

Funds for Contract Change Order No. 5 are available in the FY 2012-13 GO Transportation Program operating budget. The cost is an estimate provided by the City of Phoenix.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		$3,477,140

Account Name, Fund, Account and Line Item Number:
Fixed Route, Account No. 1660-16540-518200, $3,477,140

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Contract Change Order No. 5 to the intergovernmental agreement with the City of Phoenix for the continued operation of fixed route bus service in the City of Glendale.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Jamsheed Mehta, AICP, Executive Director, Transportation Services
SUBJECT:	INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FIXED ROUTE BUS SERVICE

1. Resolution
2. Intergovernmental Agreement

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT

CONTRACT CHANGE ORDER

Change Order No. **5**

Contract No.	Issued To: (Name of Contractor or Consultant)	Date
127377	**City of Glendale**	**6/5/2012**

Project Description: Fixed Route Agreement

YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

The original agreement provides fixed route service for the City of Glendale. This change order will provide weekday and Saturday and Sunday/holiday fixed route service on routes 51, 59, 60, 67, 80, 90,106, 122, 138, 170 and 186.

		Annual Miles	Gross Cost
Estimated cost per mile (Veolia)	$7.1305	403,955.2	$2,880,402
Estimated cost per mile (First Transit)	$5.7736	306,766.5	$1,771,147
Estimated annual fixed route miles for 2012-13		710,721.7	$4,651,549
Estimated fare box revenue			($1,174,409)
Estimated net cost to Glendale for 2012-13			$3,477,140

The projected payments consisted of one (1) payment of $289,758 and eleven (11) equal installments of $289,762 All payments shall be made as follows:

Payment No. 1 is due on or before July 31, 2012.
Payment No. 2 is due on or before August 31, 2012.
Payment No. 3 is due on or before September 30, 2012.
Payment No. 4 is due on or before October 31, 2012.
Payment No. 5 is due on or before November 30, 2012.
Payment No. 6 is due on or before December 31, 2012.
Payment No. 7 is due on or before January 31, 2013.
Payment No. 8 is due on or before February 28, 2013.
Payment No. 9 is due on or before March 31, 2013.
Payment No. 10 is due on or before April 30, 2013.
Payment No. 11 is due on or before May 31, 2013.
Payment No. 12 is due on or before June 30, 2013.

All other terms and conditions remain the same

1. Amount of this Change Order FY2010-11	2. Amt. Of Prior Change Orders	3. Orig. Contract Amt.	4. Adj. Contract Amt. (1, 2 & 3)		
($3,477,140)	($8,268,004)	($4,948,044)	($16,693,188)		

ACCEPTANCE	ENDORSEMENTS	
We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.	REQUESTED BY: Markus Coleman, Project Manager	DATE
	RECOMMENDED BY: Karl Matzinger, Deputy Public Transit Director	DATE
FIRM: **City of Glendale**	PTD FISCAL SECTION REVIEW: Kenneth Kessler, Department Budget Supervisor	DATE
SIGNATURE: _____ TITLE: _____ DATE: _____	CHECKED AS TO AVAILABILITY OF FUNDS BY: N/A Budget and Research Department	DATE
DATE SENT BY CITY OF PHOENIX:		

✓ REVENUE	___ EXPENDITURE	APPROVED FOR THE CITY MANAGER BY: Neal Young – Interim Public Transit Director / Ted Mariscal------	DATE

CITY OF GLENDALE
PURCHASE OF TRANSIT SERVICE
CONTRACT ESTIMATE
REVISED FISCAL YEAR 2012-13

Route	Provider	Miles Per Day	Service Days	Annual Miles	Rate Per Mile	Annual Cost	Estimated Revenue	Net Cost
51	First	328.8	249	81,870.5	$ 5.7736	$ 472,687	$ (84,977)	$ 387,711
59	First	124.9	249	31,110.6	5.7736	179,620	(49,143)	130,477
60	Veolia	377.4	249	93,977.8	7.1305	670,109	(193,385)	476,724
67	First	379.0	249	94,378.5	5.7736	544,904	(125,642)	419,262
80	Veolia	145.9	249	36,318.9	7.1305	258,972	(80,175)	178,797
90	Veolia	205.9	249	51,274.1	7.1305	365,610	(127,585)	238,025
106	Veolia	61.2	249	15,235.8	7.1305	108,639	(32,142)	76,497
122	Veolia	62.5	14	875.4	7.1305	6,242	(453)	5,789
138	Veolia	73.8	249	18,365.0	7.1305	130,952	(35,984)	94,968
170	Veolia	252.3	14	3,531.6	7.1305	25,182	(5,787)	19,395
170	Veolia	252.0	235	59,226.6	7.1305	422,315	(97,132)	325,184
186	Veolia	162.9	249	40,563.1	7.1305	289,235	(46,101)	243,135
Total Weekday		**2,426.6**		**526,727.8**		**$ 3,474,466**	**$ (878,503)**	**$ 2,595,964**
51	First	167.4	52	8,704.4	$ 5.7736	$ 50,256	$ (9,035)	$ 41,221
59	First	379.8	52	19,750.0	5.7736	114,029	(31,197)	82,831
60	Veolia	179.7	52	9,346.0	7.1305	66,641	(19,232)	47,410
67	First	309.8	52	16,107.4	5.7736	92,997	(21,443)	71,554
80	Veolia	65.4	52	3,400.0	7.1305	24,244	(7,506)	16,738
90	Veolia	111.7	3	335.0	7.1305	2,389	(834)	1,555
90	Veolia	96.5	49	4,729.7	7.1305	33,725	(11,777)	21,948
106	Veolia	172.3	3	516.8	7.1305	3,685	(1,090)	2,595
106	Veolia	89.1	49	4,365.9	7.1305	31,131	(9,212)	21,919
122	Veolia	54.7	3	164.1	7.1305	1,170	(85)	1,085
138	Veolia	33.5	52	1,743.3	7.1305	12,431	(3,416)	9,015
170	Veolia	221.9	3	665.8	7.1305	4,747	(1,091)	3,656
170	Veolia	109.0	49	5,342.7	7.1305	38,096	(8,762)	29,334
186	Veolia	148.0	52	7,694.7	7.1305	54,867	(8,745)	46,122
Total Saturday		**2,138.8**		**82,865.7**		**$ 530,408**	**$ (133,424)**	**$ 396,984**
51	First	167.4	64	10,713.1	$ 5.7736	$ 61,853	$ (11,120)	$ 50,734
59	First	379.8	64	24,307.7	5.7736	140,343	(38,397)	101,946
60	Veolia	179.7	64	11,502.7	7.1305	82,020	(23,670)	58,350
67	First	309.8	64	19,824.4	5.7736	114,458	(26,391)	88,067
80	Veolia	65.4	64	4,184.6	7.1305	29,839	(9,238)	20,601
90	Veolia	111.7	5	558.4	7.1305	3,981	(1,389)	2,592
90	Veolia	96.5	59	5,695.0	7.1305	40,608	(14,180)	26,428
106	Veolia	110.6	5	553.1	7.1305	3,944	(1,167)	2,777
106	Veolia	83.2	59	4,906.4	7.1305	34,985	(10,353)	24,633
122	Veolia	54.7	5	273.6	7.1305	1,951	(142)	1,809
138	Veolia	33.5	64	2,145.6	7.1305	15,299	(4,204)	11,095
170	Veolia	112.0	5	560.1	7.1305	3,994	(918)	3,076
170	Veolia	109.0	59	6,433.0	7.1305	45,871	(10,550)	35,320

186	Veolia	148.0	64	9,470.4	7.1305	67,529	(10,763)	56,765
Total Sun/Holiday		**1,961.3**		**101,128.2**		**$ 646,675**	**$ (162,481)**	**$ 484,194**
Total		**6,526.7**		**710,721.7**		**$ 4,651,549**	**$ (1,174,409)**	**$ 3,477,140**

Route 59 - 644.9 weekday miles are funded by the RPTA.
Route 67 - 294.0 weekday miles are funded by the RPTA.
Route 106 - 120.0 weekday miles are funded by the RPTA.

Provider	Miles	Amount
First Transit	306,766.5	$ 1,771,147
VTS	403,955.2	2,880,402
Totals:	710,721.7	$ 4,651,549

	Amount Due	Due Date
	$ 289,758	July 31, 2012
	289,762	Aug 31, 2012
	289,762	Sept 30, 2012
	289,762	Oct 31, 2012
	289,762	Nov 30, 2012
	289,762	Dec 31, 2012
	289,762	Jan 31, 2013
	289,762	Feb 28, 2013
	289,762	March 31, 2013
	289,762	April 30, 2013
	289,762	May 31, 2013
	289,762	June 30, 2013
Total:	$ 3,477,140	

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR THE GLENDALE ONBOARD TRANSPORTATION PROGRAM**

Purpose

This is a request for City Council to authorize the City Manager to approve a two-year extension of a professional services agreement with URS Corporation for general engineering services to complete capital projects in the Glendale Onboard (GO) Transportation Program.

Background

An agreement currently exists that allows the city to utilize the services of URS Corporation (URS) to provide technical assistance to program and implement the GO Transportation Program. URS provides general engineering services, including technical support and expertise within several engineering disciplines. Through the existing agreement, URS provides technical resources for drainage, traffic engineering, bridge and roadway design, right-of-way acquisitions, relocation services, public involvement, financial analysis and environmental analysis. This proposed extension will provide for the continuation of these services for an additional two years, as provided in the current agreement, and includes a revised rate schedule. The total for this proposed two-year extension is 36% less than the contracted amount for the previous two-year agreement.

Grand Avenue and Northern Parkway continue to be the two major transportation projects that require contracted expertise. Other activities in the GO Transportation Program that require consultant support include completion of multiuse pathways, street safety improvements, public outreach activities and financial analyses.

Previous Council/Staff Actions

On June 22, 2010, Council approved the first two-year extension of the professional services agreement with URS Corporation for general engineering services for the GO Transportation Program. This extension of the agreement expires at the end of FY 2011-12.

On June 24, 2008, Council approved a professional services agreement with URS Corporation for general engineering services for the GO Transportation Program for two years with the option to extend the agreement for two additional two-year terms, for a total of six years.

Community Benefit

The consultant will work collaboratively with city staff, stakeholders and residents to provide general engineering services that will address the transportation needs of Glendale residents, visitors and businesses.

Budget Impacts & Costs

Funding is available in the FY 2012-13 and FY 2013-14 capital improvement plan. There are no operating expenses associated with this agreement.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		$1,495,000

Account Name, Fund, Account and Line Item Number:
PE & Oversight for Transp. Pkg, Account No. 2210-65022-551200, $1,495,000

Recommendation

Authorize the City Manager to approve a two-year extension of a professional services agreement with URS Corporation for general engineering services to complete capital projects in the Glendale Onboard Transportation Program in an amount not to exceed $1,495,000.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Jamsheed Mehta, AICP, Executive Director, Transportation Services
SUBJECT:	PROFESSIONAL SERVICES AGREEMENT FOR THE GLENDALE ONBOARD TRANSPORTATION PROGRAM

1. Professional Services Agreement

SECOND EXTENSION OF CONTRACT NO. C-6467

AGREEMENT FOR PROFESSIONAL SERVICES

GENERAL ENGINEERING CONSULTANT SERVICES

GO TRANSPORTATION PROGRAM

(Cover sheet)

SECOND EXTENSION OF CONTRACT NO. 6467
AGREEMENT FOR PROFESSIONAL SERVICES

GENERAL ENGINEERING CONSULTANT SERVICES
GO TRANSPORTATION PROGRAM

This Second Extension to Contract No. C-6467, Agreement for Professional Services, General Engineering Consultant Services, Glendale Onboard (GO) Transportation Program ("Amendment No. Two") is made this _____ day of _____, 2012, by and between the City of Glendale, an Arizona municipal corporation ("City") and URS Corporation, a Nevada corporation authorized to do business in Arizona ("Consultant").

RECITALS

A. On June 30, 2008, the City and Consultant entered into a two-year agreement for professional general consultant services in support of the City's GO Transportation Program under Glendale Contract No. C-6467 ("Agreement");

B. The Agreement (attached as Exhibit 2E) allows for the extension of this engineering services agreement providing for two additional two-year contracts;

C. On June 30, 2010, Council approved the first two-year extension of this contract from July 1, 2010 to June 30, 2012;

D. The City desires to continue services for remaining projects needing completion under the GO Transportation Program for an additional two years; and

E. City and Contractor agree to continue services for the term outlined above.

AGREEMENT

NOW, THEREFORE, it is agreed that the Agreement above be amended as follows:

1. **Affirmation.** All of the Agreement's terms, conditions and rights, including any exhibits, are hereby affirmed and incorporated herein as if fully stated, except as specifically stated in this Amendment.

2. **Amendments.**

   a. The term of this Agreement is hereby extended from July 1, 2012 to June 30, 2014.

b. Exhibit B of the Agreement is replaced in its entirety with a new Scope of Work as outlined in the attached Exhibit 2B.

c. Exhibits C1 and C2 of the original Agreement are replaced with Exhibits 2C1 and 2C2 to reflect a new Schedule and Task Leaders, all as attached hereto.

d. Section 4.1 is amended to reflect compensation for the additional two year period not to exceed $1,495,000.

e. Exhibit D1 is amended in accordance with the Compensation listed above as reflected in Exhibit 2D1. Exhibits D2 and D3 are replaced with Exhibits 2D2 and 2D3 to reflect a new Summary of Compensation by Task and Schedule of Hourly Rates.

f. Section 8.1(E) of the Agreement is amended to allow a sub-consultant to perform work upon demonstration of professional liability insurance with coverage in an amount of not less than One Million Dollars ($1,000,000) for each claim.

IN WITNESS THEREOF, the parties enter into this Amendment effective as of the date stated above.

"City": CITY OF GLENDALE, an Arizona municipal corporation

_____
Ed Beasley, City Manager

ATTEST:

_____
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Craig Tindall, City Attorney

"Consultant"

URS
A Nevada corporation licensed to do
business in Arizona

Randall Beck

~~Pascal Hinnen~~, Vice-President

Randall Beck

SECOND EXTENSION OF CONTRACT NO. C-6467

EXHIBIT 2A

PROJECT DESCRIPTION

(Cover sheet)

PROJECT DESCRIPTION

The General Engineering Consultant (GEC) will provide general engineering services needed to carry out the Glendale Onboard Transportation Program including planning, coordination, public involvement, design concept reports, review of final design plans completed by other consultants, right-of-way acquisition and relocation services, environmental site assessments, financial planning, and site designs relating to right-of-way. These services are planned to begin on July 1, 2012 and terminate June 30, 2014.

The purpose of the GO Transportation Program is to relieve congestion and accommodate future multi-modal traffic needs as identified in the transportation plan. An integral part of these transportation improvements is the City's desire to enhance the aesthetics of the transportation corridors. The GEC will serve as an extension of the City staff and represent the City while interacting with Glendale citizens, business owners, agencies, and stakeholders.

SECOND EXTENSION OF CONTRACT NO. C-6467

EXHIBIT 2B

SCOPE OF WORK

(Cover sheet)

DRAFT

SCOPE OF WORK

General Engineering Consultant Services
For
Glendale Onboard Transportation Program
FY2013-2014

Prepared for

City of Glendale

Transportation Services

MAY 3, 2012

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EXECUTIVE SUMMARY

The Glendale Onboard (GO) Transportation Program is based on a half-cent sales tax dedicated to transportation as supported by Glendale voters in 2001. Much progress has been made since this voter approval: 17 intersections have been improved, 15 bicycle/pedestrian projects have been constructed, 10 airport projects have been completed, and transit service has been doubled. A key element the GO program is to use dedicated GO funding as leverage to bring regional, state and federal funding to the City to meet local needs.

The GO program has used general engineering consultant services to actualize capital projects. The proposed two year contract extension with URS will provide a wide range of expertise to meet project development needs including civil engineering, traffic engineering, drainage, bridge structures, surveying, legal descriptions, right-of-way acquisition and relocation, environmental analyses, public involvement, and financial analysis. Key areas where these services will be applied include:

- Northern Parkway. Advance construction of the Northern Parkway in accord with Glendale interests. This includes: completing landscape water arrangements, reviewing plans, protecting right-of-way, and documenting of Glendale matching funds.

- Grand Avenue. Facilitate efforts to complete the access control and beautification project along Grand Avenue. This includes; completing the land swap between ADOT and the City, preparing surplus land for sale, and scoping projects for ADOT Phase II funding.

- Street Safety. Identify and prioritize street safety needs, developed project concepts and secure funding.

- Bicycle/Pedestrian Projects. Identify and prioritize bicycle and pedestrian projects needs, develop project concepts and secure funding. Also complete ROW acquisitions for programmed bicycle and pedestrian projects.

- GO Program Support. Help meet City GO program requirements and maintain the integrity of the program. This includes providing high level financial expertise to annually update cost and funding estimates for the GO 25-year program. Also, support the GO public outreach efforts with periodic presentations to CTOC, an annual newsletter and an annual open house.

This scope of service is dividing into two areas: Basic Services to meet known needs, and Supplemental service to meet potential needs as authorized by the project manage. This two year

contact includes $930,000 in Basic services and 565,000 in Supplemental services. This total amount of $1,495,000 is approximately 36 percent less than the previous two year extension.

INTRODUCTION

This scope of work is for a two-year contract extension for fiscal years 2013 and 2014 and will replace the original scope of work located in Exhibit B of the Agreement for Professional Services (C-467) dated 6/25/08. URS will be the prime consultant providing general engineering services to the City to support the Glendale Onboard Transportation Program while OR Colan and Associates will be a sub-consultant to URS providing right-of-way acquisition and relocation services. Services to be provided as described in this scope of work are divided into basic and supplemental. While both basic services and supplemental services are included in the contract extension, supplemental services would be provided on an as-needed basis when authorized in writing by the City's project manager. Basic services are divided into several tasks including GO Transportation Program support, Northern Parkway, Grand Avenue, streets – intersections and safety projects, bicycle and pedestrian projects and Loop 303. Supplemental services include design concept reports (DCR), final design for minor projects, right-of-way acquisition including easements and relocation, and additional GO Transportation Program support.

BASIC SERVICES

TASK 1: NORTHERN PARKWAY

In November of 2001 the Glendale voters passed a half-cent sales tax to fund a variety of transportation projects throughout the city including Northern Parkway, and in November 2004 voters of Maricopa County passed Proposition 400 which included Northern Parkway as part of the Regional Transportation Plan (RTP). Proposition 400 extended the countywide half-cent sales tax to help fund the projects in the RTP. An Intergovernmental Agreement (IGA) signed in 2008 by the Northern Parkway partner agencies (Glendale, Maricopa County, Peoria and El Mirage) stipulates funding shares and designates Maricopa County Department of Transportation (MCDOT) as the lead agency for final design and construction. Seventy percent of the project cost is funded from regional sources (MAG STP) and Glendale is committed to fund 12% of the project cost. URS will assist the City of Glendale in monitoring construction, use of Glendale matching funds, and review final design plans to insure the needs of Glendale are met with this multi-agency project.

MCDOT as the lead agency for Northern Parkway completed final design of interim improvements from Sarival Avenue to Dysart Road. Construction of this segment began in

March 2012 and completion is anticipated in April 2013. Landscape improvements associated with the first segment construction are planned to begin in May 2013 be complete in early 2014. The City of Glendale is responsible for providing irrigation water for the Northern Parkway landscaping. This is planned to be accomplished by extending an existing EPCOR waterline in Sarival Avenue and extending an existing Valley Utilities waterline in Dysart Road. Grade separation bridges at Reems Road and Litchfield Road are currently under final design while preliminary design is moving forward on Northern Parkway from Dysart Road to 111th Avenue. The following subtasks are anticipated to support the City of Glendale as a partner agency as the project progresses.

1.01 Complete Waterlines for Landscaping

Landscape plans from Sarival Avenue to Dysart Road are complete. These plans show water connections at the northwest corner Sarival Avenue and Northern Parkway and at the southwest corner of Dysart Road and Northern Parkway. The City has developed waterline plans along Sarival Avenue to extend an existing waterline located 0.5 mile north of Olive Avenue to Northern Parkway (1 mile). These plans are in the process of being approved by Edmonton Power Corporation (EPCOR) and a Main Extension Agreement (MXA) is currently under review by the City Attorney. In addition, a permit from the Burlington Northern Santa Fe Railway Company has also been requested. Once all the approvals have been obtained including the Arizona Corporation Commission, the City will bid, hire a contractor and inspect the installation of the waterline. Additional design review, MXA coordination and other tasks are expected during this contract extension.

It is assumed that the Dysart Road point of connection can also be utilized to provide irrigation water for new Northern Parkway landscaping from Dysart Road to the Agua Fria River. In addition, water for landscape irrigation east of the Agua Fria River could be supplied by an existing 12-inch City of Glendale water main located at Northern Avenue and 115th Avenue or the City of Peoria.

1.02 Refinement and Staging of Grand/Northern Interchange Concept

Northern Parkway improvements at the intersection of Grand Avenue are important to the City. Based on the DCR concept the City has acquired most of the land needed on the southeast corner including whole takes which resulted in excess right-of-way. The excess right-of-way was necessary to establish access control and to allow flexibility to protect the future right-of-way requirements from any future development. The DCR concept includes a flyover ramp from Northern Parkway west of Grand Avenue to Grand Avenue south of Northern Avenue. The

flyover requires that northwest bound Grand Avenue lanes be shifted east. In addition, the DCR concept includes a new connector road in the southeast corner to accommodate southeast bound Grand Avenue traffic turning left onto Northern Avenue. The Grand Avenue flyover bridge and ramps would require a large amount of funding and is not feasible to divide into smaller segments. However, widening Northern Avenue, construction of the new connector road and construction of the new northwest bound Grand Avenue roadway to accommodate the Grand flyover and associated right-of-way are smaller pieces of the intersection/interchange that could be separated and constructed as funding opportunities become available. The concept needs to be refined so surplus land can be sold. Roadway and drainage requirements need to be precisely defined so surplus land can be sold. Also, the design concepts need to be clear to facilitate development and control access. URS will refine the DCR concept, prepare phasing plans and update cost estimates for each phase.

1.03 Prepare Surplus Land for Sale

The City has acquired several properties as "whole takes" along the Northern Parkway corridor including 2 properties between 103rd Avenue and 99th Avenue and 3 properties near Grand Avenue. URS will prepare legal descriptions of the excess right-of-way, combine multiple parcels into a single parcel, coordinate access and development stipulations, explore zoning adjustments, prepare exhibits for public distribution and prepare appraisals as necessary.

1.04 Document Glendale Matching Funds

In order to recognize Glendale expenditures for matching funds, URS will document Glendale expenditures for Northern Parkway for Fiscal Years 2012, 2013 and most of 2014 (through May 2014). URS will prepare binders that include invoices for Glendale cash match contributions, invoices for URS Northern Parkway work and right-of-way acquisition documents and files that meet FHWA requirements.

In addition, URS will support Glendale in tracking and reviewing MCDOT's Northern Parkway Project Reimbursement requests to MAG to ensure previous matching commitments are fully recognized.

1.05 Review Costs and Funding

MCDOT prepares an annual update to the Northern Parkway 5-year life cycle program. In addition, MAG updates the regional arterial life cycle program (ALCP) annually. URS will review and comment on the draft programs and also prepare and analyze Glendale match costs and funding scenarios as requested.

1.06 Right-of-Way Protection

The Northern Parkway IGA requires each partner agency to acquire right-of-way within their jurisdiction. As development activity within the City of Glendale is identified, Glendale may need to act before the right-of-way is needed for Northern Parkway construction to prevent development within the proposed right-of-way. This sometimes necessitates advanced acquisition of right-of-way. Glendale is currently acquiring a portion of a property near 107th Avenue and Northern. For the purpose of this report, it is assumed that 3 additional advanced acquisitions would be required. The acquisitions require obtaining title reports, preparing legal descriptions, preparing a Phase I environmental site assessment, 2 appraisals and a review appraisal, preparation of a purchase and sales agreement, legal review, presentation and negotiation of the offer, escrow coordination and relocation when required.

1.07 Plan Review and Coordination

Maricopa County Department of Transportation (MCDOT) manages the final design in partnership with the City of Glendale, City of Peoria, and the City of El Mirage as stipulated in an IGA signed by the partners. ADOT, Maricopa Association of Governments (MAG), FHWA, Flood Control District of Maricopa County (FCDMC), and Luke Air Force Base (AFB) are agency stakeholders. The partnership agencies form the Northern Parkway Executive Committee, and this committee is supported by the stakeholder agencies. The committee continues to meet monthly, and URS will provide support for these meetings as required by the City of Glendale.

The Northern Parkway IGA also stipulates that each agency operate and maintain (O&M) the parkway within their jurisdiction. Because of this O&M responsibility, it is very important that the construction plans and specifications be reviewed closely by Glendale. URS will assist the City in this effort by providing plan review services during preliminary and final design of Northern Parkway from Dysart Road to 111th Avenue and for final design of the Reems and Litchfield overpass structures and approach roadways. URS will review and comment on the plans and specifications at the 40%, 70%, 95% and 100% level of final design. URS will focus its review to ensure design consistency with the approved DCR and compliance with the approved EA mitigation measures.

1.08 O&M IGA

It is anticipated that intergovernmental agreements between MCDOT, City of Glendale, City of El Mirage, City of Peoria and the Flood Control District of Maricopa County would need to be

complete prior to the construction of the segment from Dysart Road to 111th Avenue. It is assumed that MCDOT would be the lead agency for this IGA or multiple IGAs. URS will help define maintenance areas, estimate maintenance costs and review and comment on draft IGA documents.

TASK 2: GRAND AVENUE

Glendale voters approved funding for improvements along Grand Avenue in 2001and County voters approved funding for Grand Avenue in 2004. An IGA with ADOT commits the City to provide a portion of the funding for city requested enhancements while ADOT is funding the majority of the work. Under this task, URS will provide support services to the City of Glendale relating to the improvements to Grand Avenue to be constructed by ADOT (Project No. 060 MA 149 H7328 01 C). Construction is scheduled to begin in the summer of 2012. The following subtasks give additional detail of the services to be provided.

2.01 Land Swap with ADOT

Glendale has acquired 20 properties for the project to be conveyed to ADOT for US 60 right-of-way. ADOT has acquired 9 properties that include excess right-of-way for the current project and from the Glendale Avenue underpass project that the City wants to acquire from ADOT. Legal descriptions for the excess right-of-way will be prepared by URS and attached to conveyance documents. Title reports are assumed not to be necessary. The land swap is anticipated to be conveyed with a resolution. ADOT may require appraisals for the properties involved in the land swap and it is assumed that ADOT would prepare the appraisals if required. Extensive coordination is anticipated to complete the land swap with ADOT. URS will assist the City in working with ADOT.

2.02 Prepare Surplus Right-of-Way for Sale

URS will prepare legal descriptions for four large new parcels formed by combining parcels of excess land resulting from Grand Avenue right-of-way acquisition of whole properties. URS will perform the required surveys, establish property line monuments, and record the new legal descriptions and obtain new parcel numbers. Zoning adjustments and stipulations would be coordinated with the City. URS would provide support for the City in developing a plan to facilitate new development compatible with the Grand Avenue corridor including new appraisals of the reconfigured properties.

2.03 Identification of Future Project

The MAG RTP has $20 million budgeted in Phase 2 for US 60 improvements from Van Buren Street to Loop 101 (FY 2013 to FY 2015). Glendale anticipates a portion of this funding would be allocated to US 60 (Grand Avenue) within the City of Glendale ($3 to $10 million). URS will analyze US 60/Grand Avenue within the City to determine recommendations for short term improvements. Improvements could include installation of "way finding" signs especially in the downtown area and landscaping the west side of Grand Avenue along the railroad tracks. Concept plans and a planning level cost estimates would then be prepared by URS for each of the recommended improvements.

In addition, MAG is currently developing long range plans for US 60. URS will support Glendale in the review of the findings and supply information for the MAG COMPASS project as needed.

TASK 3: STREETS – INTERSECTION AND SAFETY PROJECTS

3.01 Update Basic Street Information

3.01.01 Determine Annual Average Daily Traffic

The City traffic count maps need to be updated. The last counts were taken in 2007 and in some areas counts are over 6 years out of date. URS (TRA) will conduct 24-hour two direction traffic counts at up to 110 arterial street segments within the City of Glendale. The counts would be taken during the week between Tuesday and Thursday. It is assumed that Glendale would provide the daily variation factors and the monthly variation factors that are necessary to determine the Annual Average Daily Traffic (AADT) volumes. URS would then plot the resultant arterial street segment AADTs on a map of the City that shows all of the arterial streets within Glendale. In addition to the arterial streets that Glendale operates and maintains, URS will obtain AADT data from ADOT for US 60 from Camelback Road to Butler Avenue and for Loop 101 from Camelback Road to Northern Avenue and from Bell Road to 51st Avenue. These AADTs will also be shown on the City AADT map.

In addition to the volume data, vehicle speed data will also be obtained during the 24-hour period. The speed data will also be shown on the City map. This information will be used to help meet City responsibilities for setting speed limits on arterial streets.

3.01.02 Estimate Current and Projected Levels of Congestion at Arterial Intersections

URS will determine a planning Level of Service (LOS) for up to 35 signalized arterial intersections. Volume to capacity ratios will be determined using the AADT data collected and intersection configuration data. Volume to capacity ratios will be used for comparison purposes. The intersections would be ranked from most congested to least congested.

Future traffic volumes will be estimated based on MAG model data for the years 2020 and 2031. Future daily volume map for Glendale arterial streets will be prepared by URS for 2020 and 2031 based on latest available socio-economic data and networks. URS will determine planning LOS for up to 35 signalized arterial intersections using projected volumes obtained from MAG for both 2020 and 2031. Intersection configurations would be based on current conditions.

3.01.03 Document Current Traffic Accidents

The City of Glendale Transportation Services will provide accident data in Microsoft Excel format for the arterial streets and intersections. URS will develop a map to show the total number of accidents and accident rates over the last 5 years at each of up to 35 arterial intersections. The intersections would be ranked from the intersection with the highest accident rate to the intersection with the lowest. In addition, the top 10 locations other than arterial intersections would be ranked to determine areas with the most accidents and the highest accident rates. URS will analyze the traffic accident data to identify trends and anomalies.

3.01.04 Basic Street Information Report

URS will summarize the basic street information including traffic counts, AADT, speeds, current and future intersection planning LOS, and traffic accidents in a report which will be submitted to the City. URS in collaboration with the City of Glendale Transportation staff will select up 7 intersections or other locations for more detailed analysis based on the data in the report.

3.02 Identify Intersection and Safety Needs

3.02.01 Intersection Operational Analysis

URS will determine the AM and PM peak hours at each location of the 7 locations identified in the Basic Street Information Report based on the 24-hour counts obtained and then calculate peak hour traffic volumes. Turning movement counts will be obtained by URS/TRA at the appropriate locations (up to 7). Traffic signal timing information would be obtained from the

City for the signalized intersections within the 7 study locations. An operational LOS will be determined by URS at the intersection locations.

In addition to the existing conditions operational analysis, future operational LOS will be determined at the 7 locations based on projected 2020 traffic volumes, estimated peak hour volumes, estimated turning movements and signal timing data. The type of accidents at each of these 7 intersections will be analyzed.

3.02.02 Evaluation

Based on the operational analysis for both the current condition and the future condition, URS will identify the intersections with the worst LOS and most accidents and recommend capacity and safety improvements for the intersections. In addition, URS will also identify general strategies that would have the potential to improve safety and efficiency of arterial intersections and other identified locations. The potential costs and benefits would be part of the evaluation process.

3.02.03 Operational Analysis Report

The operational analysis and evaluation would be summarized in a report submitted to the City for review. URS will identify 4 of the top 7 intersections or other locations that are feasible to improve and are likely to have the most effect on the safety and operation of the intersection.

3.03 Develop DCRs for Intersection and Safety Projects

URS will prepare up to four DCR's for safety improvements at intersections and other locations that will include alternative analysis, concept plans, cost estimate, benefit-cost ratios and recommendations. Up to 3 alternatives will be evaluated and a recommended alternative will be selected based on criteria developed jointly with City Transportation staff. A concept plan for the recommended alternative will be developed using aerial imagery provided by the City. The concept plan will include the recommended improvements, existing and proposed right-of-way lines, adjacent property lines and owner information and show existing utilities. Existing right-of-way and property information will be confirmed as required by obtaining title reports from North American Title Company. A draft report will be submitted for review and comment prior to the preparation of the final reports.

3.04 Secure Funding for Safety Projects

URS will prepare and submit up to 4 applications for federal Highway Safety Improvement Program (HSIP) funding.

In addition, URS will conduct a survey of arterial streets in Glendale to determine power poles that are located within 18 inches of the back of curb and identify the most critical locations for possible inclusion into a safety project to be addressed in cooperation with utility companies.

TASK 4: BICYCLE AND PEDESTRIAN PROJECTS

4.01 Complete Right-of-Way and Easement Acquisitions for Committed Projects

URS will obtain title reports, prepare legal descriptions, prepare Phase I environmental site assessments, appraisals, develop purchase and sales agreements, present offers and coordinate escrow for up to three acquisitions, easements or permits.

4.02 Identify Bicycle and Pedestrian Needs

URS will work with City Transportation staff to develop a methodology for identifying and evaluating bicycle and pedestrian needs within the City of Glendale. Once the needs have been documented URS will use the methodology to identify the top 10 needs. The methodology, evaluation and the selected top 10 needs will be documented in a report submitted to the City for review.

4.03 Develop DCRs for Bicycle and Pedestrian Projects

URS will identify 4 of the top 10 bicycle and pedestrian needs that are feasible and are likely to have the most impact for bicycle and pedestrian movements and safety. URS will prepare a DCR for up to 4 bicycle and pedestrian projects that will include alternative analysis, concept plans, cost estimate and recommendations. Up to 3 alternatives will be evaluated and a recommended alternative will be selected based on criteria developed jointly with City Transportation staff. A concept plan for the recommended alternative will be developed in CADD format using aerial imagery provided by the City. The concept plan will include the recommended improvements, existing and proposed right-of-way lines, adjacent property lines and owner information and show existing utilities. Existing right-of-way and property information will be confirmed as required by obtaining title reports from North American Title Company. A draft report will be submitted for review and comment prior to the preparation of the final reports.

4.04 Facilitate Application for Federal Funds

There are several federal funding sources that could be used to construct bicycle and pedestrian facilities. These include Congestion Mitigation and Air Quality Improvement Program (CMAQ), Safe Routes to School and Recreational Trails Program and Transportation Enhancement Funds. URS will research these funding sources and develop up to 4 applications for the most promising funding program.

TASK 5: LOOP 303

5.01 Waterline Extension Coordination

The City has prepared plans to extend an 8-inch EPCOR waterline west of SR 303L and south of Northern Avenue. This waterline would supply landscape irrigation water to Loop 303 landscaping from Camelback Road to Peoria Avenue (5 miles). ADOT has not completed landscape design for Loop 303 but ADOT plans to begin construction of the Loop 303 roadway this year. It is anticipated that landscape irrigation water will not be needed until early 2014. The plans still require approval from EPCOR and the Main Extension Agreement (MXA) still needs to be completed and approved by the City Attorney and EPCOR. URS will help the City document Glendale reimbursable expenditures, coordinate the approvals and monitor the construction by EPCOR forces when the time comes.

5.02 Miscellaneous Review and Coordination

URS will assist Glendale in any final design review of the roadway and landscape plans and coordinate issues relative to the City brought up during construction.

TASK 6: GO TRANSPORTATION PROGRAM SUPPORT

The Glendale On-Board (GO) Transportation Program Support portion of the General Engineering Consultant Services contract includes a combination of activities that relate to the overall planning, coordination, monitoring, financial analysis, and public involvement on the GO Transportation Program. These activities are described in the following subtasks.

6.01 Planning and Coordination

6.01.01 Communication

This task includes ongoing communication and coordination with City staff and others throughout the program in order to receive input and direction, answer questions, report on

progress, attend meetings, and other related activities that are necessary for effective ongoing communication and coordination. It also includes communication and coordination with other interested individuals or organizations including other City departments, outside agencies, property owners, business owners, final design engineers, contractors, utility providers, and others. It includes attendance and presentations as requested at the monthly meetings of the Glendale Onboard Management Team (2) and at monthly Citizens Transportation Oversight Commission (CTOC) meetings (6). This task will mostly involve the services of URS Corporation's (URS) Project Manager but is expected to occasionally involve other key URS staff depending on the nature of the planning and coordination issues. In addition, this task includes weekly coordination meetings with the City Deputy Transportation Director, the City Transportation Planning Manager, the URS Project Manager, and other URS or City staff as necessary. Support services for these meetings such as graphic display board preparation, PowerPoint development, and preparation of meeting agendas and summaries are also included in this task.

6.01.02 Cost/Schedule/Quality Control/Monthly Reports/Invoicing

In order to effectively monitor progress of the projects within the GO Program and ensure that important goals and objectives are being achieved, project cost estimates and schedules will be prepared and monitored on an ongoing basis to ensure that the program is staying on schedule and within budget.

Schedules and costs will be closely monitored for this General Engineering Services contract as well. Monthly reports summarizing the accomplishments and the work completed will accompany each invoice to the City. The work completed will be compared to the budget spent to determine if course corrections are necessary to keep the project within budget.

Review and checking of all deliverables to the City is also included in this task. Both detail checking and scope/reasonableness checks will occur. Although these checks will be part of the tasks with which they are associated, checking the overall compliance with quality procedures and checking of general items associated with Task 6 is part of this subtask.

6.02 Public Involvement

During the next two years of the GO Program, projects within the program will be at various stages of completion. The public involvement program is designed to provide ongoing information and status reports on the progress of the overall program and individual projects.

The ongoing program will include developing key messages, facilitating public open houses, development of newsletters and fact sheets, and press releases. The following are descriptions of these tasks in further detail.

6.02.01 Annual Color Brochure

A four-page, color brochure based on information in the GO Transportation Program Annual Report prepared by the City will be produced by URS. The goal of the brochure is to maintain accountability of the program to the citizens of the City. Topics to be covered in the brochure will be milestones reached to date, updates on upcoming projects, and what these projects mean to the stakeholders.

URS will produce and distribute the four-page color brochure to City staff, CTOC members, elected officials, and to the public during community events such as the annual Glendale Family Bike Ride. It is also assumed that the annual color brochure will be prepared twice during the two-year period of this Contract.

6.02.02 Public Meetings

The public meeting process will include a combination of the following meetings:

- Two citywide Public Open House meetings (annual). These meetings are anticipated to occur in the spring of 2013 and 2014.
- Two Glendale Family Bike Rides, which includes a booth with GO Program information. These events are anticipated to occur in the spring of 2013 and 2014.
- Occasional public exhibits for conferences or special events.

URS will be responsible for organizing or developing all display boards, PowerPoint presentations, etc., for selected public meetings. URS will work with City staff to determine which display boards to use and layout stations at the meetings. URS will produce or gather informational handouts, comment sheets, provide refreshments at the open house meeting and at the bike ride event, and prepare nametags. URS will prepare a written meeting summary and present the summary at a CTOC meeting if requested.

6.03 Financial Analysis

Under this task, URS will provide financial services on an as-needed basis over the period FY 13 through FY 14 in support of the GO Program. Such services may include, but not be limited to:

preparation of revisions and updates to the program's *Financial Update – Financial Factors and Projections* Located in Appendix B of the Annual *Program of Projects* report, review and revise various revenue and funding projections, update forecasts to inflation rates and debt financing costs (interest rates, bonding costs, etc.), bonding strategies, and cash flow analysis of program income and expenditures. In addition, sales tax projections based on the new MAG socio-economic projections and trends will be updated. Project costs in the City of Glendale financial model are to be adjusted as necessary to maintain balanced long range program as required in order to keep the commitment made to the voters.

SUPPLEMENTAL SERVICES

Supplemental services listed in the following sections (Sections 7, 8, 9, 10) would be provided on an as needed basis when authorized in writing by the City's Project Manager. Supplemental services include design concept reports (DCR), final design for minor projects, right-of-way acquisition including easements and relocation, and additional GO Transportation Program support. Separate scope of work documents would be prepared and approved prior to work on supplemental tasks.

TASK 7: DESIGN CONCEPT REPORTS (SUPPLEMENTAL)

7.01 Transit Stops

Design concept reports will be prepared for up to 10 bus pull outs and bus stops at locations in the City of Glendale as identified by Glendale Transportation staff. The DCRs will include concept plans, cost estimates and recommendations. The concept plan for the recommended alternative will be developed using aerial imagery provided by the City. The concept plan will include the recommended improvements, existing and proposed right-of-way lines, adjacent property lines and property owner information and show existing utilities. Existing right-of-way and property information will be confirmed as required by obtaining title reports from North American Title Company. A draft report will be submitted for review and comment prior to the preparation of the final report.

7.02 Bike/Pedestrian Projects

In addition to the bike/pedestrian projects identified in Section 5, design concept reports will be prepared for up to 3 bicycle and pedestrian enhancement projects at locations in the City of Glendale as identified by Glendale Transportation staff. The DCRs will include alternative analysis for up to 3 alternatives, concept plans, cost estimates and recommendations. The concept plan for the recommended alternative will be developed in CADD format using aerial imagery provided by the City. The concept plan will include the recommended improvements, existing and proposed right-of-way lines, adjacent property lines and property owner information and show existing utilities. Existing right-of-way, property information and utility easements will be confirmed as required by obtaining title reports from North American Title Company. A draft report will be submitted for review and comment prior to the preparation of the final report.

7.03 Intersection Projects

In addition to the intersection projects identified in Section 4, design concept reports will be prepared for up to 2 intersection improvement projects at locations in the City of Glendale as identified by Glendale Transportation staff. The DCRs will include alternative analysis for up to 3 alternatives, concept plans, cost estimates and recommendations. The concept plan for the recommended alternative will be developed in CADD format using aerial imagery provided by the City. The concept plan will include the recommended improvements, existing and proposed right-of-way lines, adjacent property lines and property owner information and show existing utilities. Existing right-of-way, adjacent property information and utility easements will be confirmed as required by obtaining title reports from North American Title Company. A draft report will be submitted for review and comment prior to the preparation of the final report.

7.04 Safety Projects

In addition to the safety projects at locations other than arterial intersection projects identified in Section 4, design concept reports will be prepared for up to 2 safety projects at locations in the City of Glendale as identified by Glendale Transportation staff. The DCRs will include alternative analysis for up to 3 alternatives, concept plans, cost estimate and recommendations. The concept plan for the recommended alternative will be developed in CADD format using aerial imagery provided by the City. The concept plan will include the recommended improvements, existing and proposed right-of-way lines, adjacent property lines and property owner information and show existing utilities. Existing right-of-way, adjacent property information and utility easements will be confirmed as required by obtaining title reports from North American Title Company. A draft report will be submitted for review and comment prior to the preparation of the final report.

TASK 8: FINAL DESIGN FOR MINOR PROJECTS (SUPPLEMENTAL)

8.01 General Final Design

Final design plans for the potential projects described in the following sections would be based on approved DCR's completed for the City. Final design tasks include topographic survey, survey control based on Glendale's coordinate system, utility coordination, layout of the proposed improvements in CADD, development of construction plan sheets and details, preparation of the construction cost estimate, preparation of special provisions and specifications, identifying new right-of-way requirements, coordination with affected city departments including engineering and coordination with other agencies. Plans will be submitted

at 30%, 60%, 95% and final levels of design. Plans and specifications will be in accordance with City standards or ADOT standards depending on the funding source.

8.02 Transit Stops

Final design will be completed for up to 10 bus pull out and bus stop projects as identified by City Transportation staff as described in Section 8.01.

8.03 Bike/Pedestrian Projects

Final design will be completed for up to 3 bicycle/Pedestrian projects as identified by City Transportation staff as described in Section 8.01.

8.04 Safety Projects

Final design will be completed for up to 2 safety projects at locations other than arterial intersections as identified by City Transportation staff as described in Section 8.01.

8.05 Grand Avenue Follow-up to ADOT Project

The City has worked with ADOT extensively to include walls, eliminate driveways and provide information for the land swap agreement as part of the ADOT project for Grand Avenue improvements (Project No. 060 MA 149 H7328 01 C). There may be some things that do not get included in the Grand Avenue project that the City of Glendale may want to complete after the ADOT project is finished. These items could include final new walls (2 locations), complete landscaping (2 locations), final driveway adjustments (2 locations), signs (2) and right-of-way acquisition refinements (2 locations). URS will support the City in working with affected property owners, designing improvements, developing cost estimates and preparing construction documents as necessary.

TASK 9: RIGHT OF WAY ACQUISITIONS, EASEMENTS AND RELOCATION (SUPPLEMENTAL)

9.01 Right-of-Way Acquisitions

This section describes the services necessary to accomplish the acquisition of right-of-way and easements for up to 4 properties in accordance with the terms of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended. Tasks associated with right-of-way acquisition and easements include:

- Obtain title reports
- Obtain right-of-entry's and introduce the project to the property owner
- Prepare legal descriptions
- Prepare 2 appraisals for each property
- Complete review appraisals for each property
- Prepare a just compensation letter signed by the City and summary statement for each property
- Develop a written purchase and sales agreement for each property
- Coordinate City approval of the purchase and sales agreements
- Prepare offer letters signed by the City and present the offers to the property owners and negotiate the sale of the properties
- Provide support for escrow services
- Keep a detailed contact log for each property acquisition.
- Prepare and submit to the City an acquisition file (hard copy) per FHWA requirements

URS would complete the first six bullets in the list above while the O.R. Colan acquisition agent would perform the remaining bullet items in the list.

9.01.01 Appraisal Services

URS will use experienced appraisers (Dennis L. Lopez & Associates and Roger L. Dunlap & Associates) and other appraisers as needed to secure appraisal services for up to 4 properties identified by the City Transportation Department. Per City policy, two independent appraisals will be prepared for each property. In addition, a review appraisal will be completed for each

property (Alderson Appraisal Review). If billboards are encountered that require removal or relocation, a specialty appraiser – Sign Value, Inc. (Paul Wright) would be asked to prepare the appraisal. Three copies of each appraisal will be submitted to URS, and URS will forward one of these copies to the City.

The following tasks are those representing the typical ROW appraisal. The tasks are presented in the general order in which they are accomplished, although some functions may be concurrent.

1. Review ROW exhibit, legal description, and title report.
2. Contact the Owner(s) to advise them of the pending appraisal.
3. Conduct an inspection of the property with the Owner if available.
4. Conduct market research to obtain information, which will be utilized in the valuation. These items may include, but are not limited to:
    a. Size, shape, topography, and related physical characteristics
    b. Legal status of the property including zoning, deed restrictions, etc.
    c. Sales of comparable properties, if a sales approach is used.
    d. Comparable rental information where applicable, if income approach is used.
    e. Replacement cost estimates, if the cost approach is used
5. Provide a fee interest value for the take area. If a "strip" take, or substantially less than a total take, appraise "as if vacant" plus those minor improvements that would add value to the take area. Analyze the impact of the proposed acquisition and construction on the subject property, including such items as changes in access, changes in grade, proximity to building improvements, walls, impact on signage, and retention areas for storm water. Estimate the value of the property in it's before conditions and after condition including severance damages and /or benefits where applicable. If the entire property is needed for the project, an after condition is not necessary.
6. Determine if there is a tenant(s) on the property or other revenue-generating lease such as a billboard or cell tower. If there is a lease, obtain a copy of the lease agreement and discuss the current lease terms and current market value of the lease or rent. Determine the leasehold interest in the property. If the terms indicate a month-to-month lease arrangement, the City may request a rental analysis to be used to determine market rent for extended occupancy agreement (EOA).

7. Prepare a written appraisal report documenting the methodology used to determine the value of the right-of-way to be acquired or the property to be acquired. Provide one copy of the draft report for use by the review appraiser
8. Modify the appraisal report as requested by the review appraiser.
9. Make changes recommended by the review appraiser, if any, and submit 3 copies of the final appraisal report.

9.01.02 Title Reports, Title Insurance, and Close of Escrow Services

As a vendor to URS, North American Title Company will provide title reports, and as a service provider to the City will provide title insurance, and close of escrow services for the parcels identified for acquisition. These services are required to complete the acquisition process.

The escrow officer would ensure that when escrow closes and the deed is recorded, the original signed deed is sent to the Glendale City Clerk's office at the following address within a week of closing:

City Clerk
City of Glendale
5850 West Glendale Avenue, Suite 455
Glendale, AZ 85301

A copy of the signed deed and the title policy will be sent to the following individuals within 30 days of closing:

Bob Darr
Transportation Planning Manager
City of Glendale
5800 West Glenn Drive, Suite 315
Glendale, AZ 85301

Roger Miles
Project Manager
URS
7720 North 16th Street, Suite 100
Phoenix, AZ 85020

North American Title will prepare a transmittal letter for each of the mailings to include the sellers name, property address, and deed recording number and date.

9.02 Relocation

As a subconsultant to URS, O.R. Colan Associates would provide relocation services for owner occupied and tenant-occupied properties in accordance with State of Arizona statutes and in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. These properties are anticipated to consist of 20 residential units and three buildings used for businesses.

9.02.01 Residential Relocations

An O.R. Colan relocation agent will meet with the property owner and/or tenant within a week or two after the Glendale City council approves the sale of the property. At the initial interview, the relocation agent will present a relocation information booklet and discuss the relocation assistance program with the property owner and/or tenant. The relocation agent will survey the residents to determine household composition, relocation needs, and special concerns. An interpreter will be provided if required.

Comparable properties will be identified based on Multiple Listing Service (MLS) data, newspaper ads, rental publications, and referral services. This information will help determine the housing replacement payment to be made. The replacement-housing offer will be presented when the initial acquisition offer is made. If necessary, additional meetings will be conducted to assist households with their particular needs, including preparation of relocation and other associated claim work.

9.02.02 Business Relocations

During the first business interview, the relocation agent will present the relocation informational booklet and survey the business to determine replacement site requirements, any contractual obligations, the financial capacity of the business to accomplish the move, an estimate of the time required to vacate the site, an estimate of the anticipated difficulty in locating replacement property, the need for advanced relocation payments, and any other special concerns.

Follow up meetings will be held with the business owner to define the owner's desires for a replacement site. Information on the availability, purchase prices, and rental costs of suitable business properties and locations will be provided to the business owner on an ongoing basis until a replacement site, if any, is chosen.

The relocation agents will prepare move specifications and a certified inventory for each business. The move specifications would be reviewed and approved by the City. Once a

replacement site is identified, the business owner and the relocation agent will select the commercial movers and other specialty providers deemed necessary to accomplish the move, and together they will inspect both the origin and destination to ensure that the scope of work is understood and the bids truly represent the real cost of the relocation.

Once these costs are documented a determination letter would be prepared and presented to the business owner or tenant. A 90-day vacate notice will also be presented to the owner or tenant. The determination letter and 90-day vacate notice would be given to the business owner within a week or two of the property close of escrow date.

Throughout the business relocation process, the relocation agent will provide advisory assistance in order to minimize hardships to the businesses in adjusting to relocation. Appropriate counseling and advice will be offered as to other sources of available assistance, including, for example, small business loans. Finally, relocation and associated claim work will be prepared.

9.03 Phase I Environmental Site Assessments

Phase I Environmental Site Assessments (ESA)s would be conducted for up to 4 property acquisitions consistent with the methods and procedures described in the American Society for Testing and Materials standard for Phase I ESAs (ASTM E 1537-05) and Environmental Protection Agency (EPA) Standards and Practices for All Appropriate Inquiries (AAI) Rule (40 CFR Part 312). URS will prepare and submit 2 copies of the draft Phase I ESA for review by the City, revise the report as necessary to incorporate City comments, and prepare 2 copies of the final Phase I ESA.

TASK 10: GO TRANSPORTATION PROGRAM SUPPORT (SUPPLEMENTAL)

10.01 Development Impact Fees

Recent legislation in Arizona changes the rules for municipal development impact fees. The City of Glendale has contracted with a specialty firm to revise the City's policy regarding impact fees to be consistent with new state statutes. URS may be asked to assist the City Transportation Services in developing transportation portion of the impact fees. URS would prepare updated transportation plans and costs to be included with other costs in the revised combined impact fee.

SECOND EXTENSION OF CONTRACT NO. C-6467

EXHIBIT 2C1

PROJECT SCHEDULE

(Cover sheet)

EXHIBIT 2C1
GENERAL ENGINEERING SERVICES
PROJECT SCHEDULE
July 2012 - June 2014

Basic Services Task Description	2012						2013												2014					
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Task 1 Northern Parkway																								
Complete Waterline for Landscaping																								
Refinement and Staging of Grand/Northern TI																								
Prepare Surplus Land for Sale																								
Document Glendale Matching Funds																								
Review Costs and Funding																								
Right-of-Way Protection																								
O&M IGA - Dysart to 111th Avenue																								
Task 2 Grand Avenue																								
Land Swap with ADOT																								
Prepare Surplus Land for Sale																								
Identification of Future Project																								
Task 3 Streets - Intersection and Safety Projects																								
Update Basic Street Information																								
Identify Intersection and Safety Needs																								
Develop DCRs for Intersection and Safety Projects																								
Secure Funding for Safety Projects																								
Task 4 Bicycle and Pedestrian Projects																								
Complete ROW and Easement Acquisition																								
Identify Bicycle and Pedestrian Needs																								
Develop DCRs for Bicycle and Pedestrian Projects																								
Facilitate Applications for Federal Funds																								
[illegible]																								
Waterline Extension Coordination																								
Miscellaneous Review and Coordination																								
Task 5 GO Transportation Program Support																								
CTOC Presentations (6)				X			X				X					X								
GO Management Team Meetings (2)										X									X				X	
GO Transportation Program Financial Updates																			X					
Annual GO Program Color Brochure																								
Annual GO Program Open House																								
Glendale Family Bike Ride																								

Supplemental Services Task Description	2012						2013												2014					
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Task 7 Design Concept Reports (Supplemental)																								
Transit Stops																								
Bike/Pedestrian Projects																								
Intersection Projects																								
Safety Projects																								
Task 8 Final Design for Minor Projects (Supplemental)																								
Transit Stops																								
Bike/Pedestrian Projects																								
Safety Projects																								
Grand Avenue ADOT Project Follow-up																								
Task 9 ROW Acquisition and Relocation (Supplemental)																								
Right-of-Way Acquisition																								
Relocation																								
Phase I Environmental Site Assessment																								
Task 10 GO Program Support (Supplemental)																								
Development Impact Fees																								

SECOND EXTENSION OF CONTRACT NO. C-6467

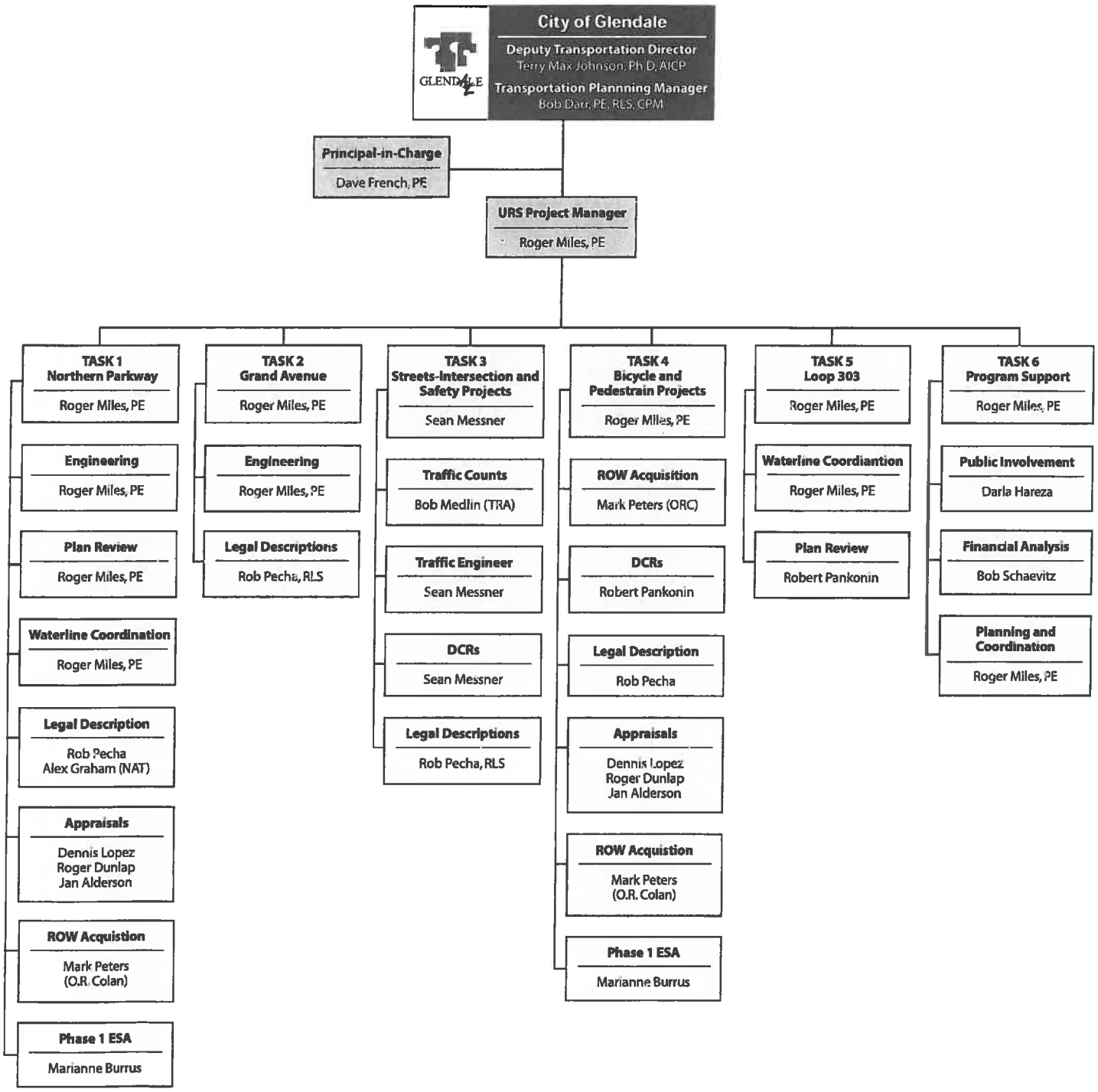
EXHIBIT 2C2

ORGANIZATION CHART

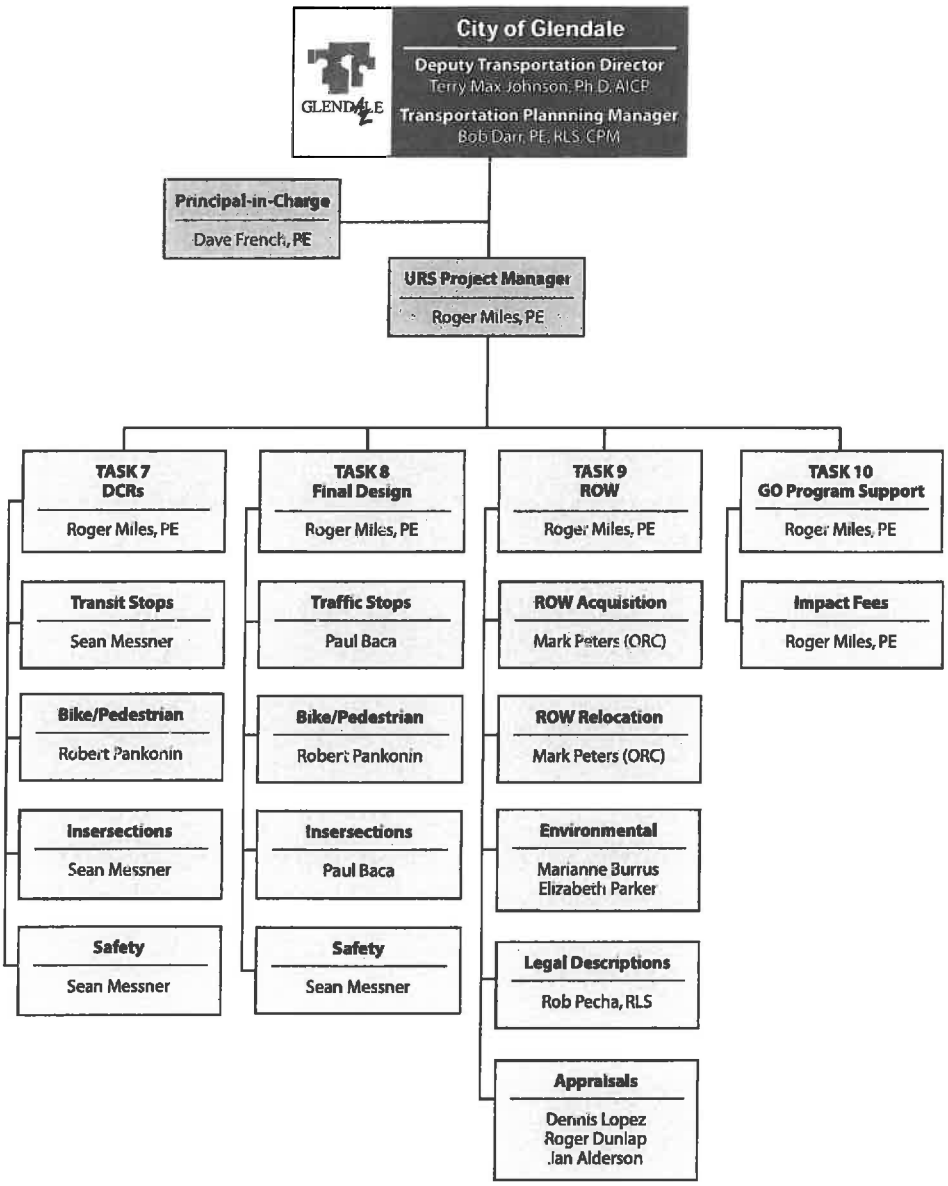
(Cover sheet)

Exhibit 2C2

General Engineering Services Organization Chart (Basic Services Task Leaders)



General Engineering Services Organization Chart (Supplemental Services Task Leaders)



SECOND EXTENSION OF CONTRACT NO. C-6467

EXHIBIT 2D1

COMPENSATION

(Cover sheet)

PROFESSIONAL SERVICES AGREEMENT - EXHIBIT 2D1

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By task, staff involved, and hourly rates.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Scope during the entire term of the project must not exceed $1,495,000. (see attached)

SECOND EXTENSION OF CONTRACT NO. C-6467

EXHIBIT 2D2

SUMMARY OF CONPENSATION BY TASK

(Cover sheet)

EXHIBIT 2D2
GENERAL ENGINEERING SERVICES FOR THE
GLENDALE ONBOARD TRANSPORTATION PROGRAM
Fiscal Year 2012/2013 and 2013/2014
Summary of Compensation by Task

Task Number	Task Description	Estimated Cost	Supplemental Allowances	Totals
1	**Northern Parkway**			
1.01	Complete Waterline for Landscaping	$10,000		$10,000
1.02	Refinement and Staging of Grand/Northern TI	$15,000		$15,000
1.03	Prepare Surplus Land for Sale	$30,000		$30,000
1.04	Document Glendale Matching Funds	$20,000		$20,000
1.05	Review Costs and Funding	$10,000		$10,000
1.06	Right-of-Way Protection	$65,000		$65,000
1.07	Plan Review and Coordination	$20,000		$20,000
1.08	O&M IGA	$20,000		$20,000
	Task Subtotals	**$190,000**	**$0**	**$190,000**
2	**Grand Avenue**			
2.01	Land Swap with ADOT	$50,000		$50,000
2.02	Prepare Surplus Right-of-Way for Sale	$30,000		$30,000
2.03	Identification of Future Project	$35,000		$35,000
	Task Subtotals	**$115,000**	**$0**	**$115,000**
3	**Streets - Intersection and Safety Projects**			
3.01	Update Basic Street Information	$75,000		$75,000
3.02	Identify Intersection and Safety Needs	$25,000		$25,000
3.03	Develop DCRs for Intersection and Safety Proj.	$75,000		$75,000
3.04	Secure Funding for Safety Projects	$35,000		$35,000
	Task Subtotals	**$210,000**	**$0**	**$210,000**
4	**Bicycle and Pedestrian Projects**			
4.01	Complete ROW and Easement Acquisition	$45,000		$45,000
4.02	Identify Bicycle and Pedestrian Needs	$15,000		$15,000
4.03	Develop DCRs for Bicycle and Pedestrian Proj.	$75,000		$75,000
4.04	Facilitate Application for Federal Funds	$15,000		$15,000
	Task Subtotals	**$150,000**	**$0**	**$150,000**
5	**Loop 303**			
5.01	Waterline Extension Coordination	$10,000		$10,000
5.02	Miscellaneous Review and Coordination	$5,000		$5,000
	Task Subtotals	**$15,000**	**$0**	**$15,000**
6	**GO Transportation Program Support**			
6.01	Planning and Coordination	$180,000		$180,000
6.02	Public Involvement	$40,000		$40,000
6.03	Financial Analysis	$30,000		$30,000
	Task Subtotals	**$250,000**	**$0**	**$250,000**

Task Number	Task Description	Estimated Cost	Supplemental Allowances	Totals
7	**Design Concept Reports (Supplemental)**			
7.01	Transit Stops		$35,000	$35,000
7.02	Bike/Pedestrian Projects		$50,000	$50,000
7.03	Intersection Projects		$35,000	$35,000
7.04	Safety Projects		$25,000	$25,000
	Task Subtotals	**$0**	**$145,000**	**$145,000**
8	**Final Design for Minor Projects (Supplemental)**			
8.01	Transit Stops		$60,000	$60,000
8.02	Bike/Pedestrian Projects		$75,000	$75,000
8.03	Safety Projects		$45,000	$45,000
8.04	Grand Avenue ADOT Project Follow-up		$60,000	$60,000
	Task Subtotals	**$0**	**$240,000**	**$240,000**
9	**ROW Acquisition and Relocation (Supplemental)**			
9.01	Right-of-Way Acquisition		$50,000	$50,000
9.02	Relocation		$85,000	$85,000
9.03	Phase I Environmental Site Assessment		$20,000	$20,000
	Task Subtotals	**$0**	**$155,000**	**$155,000**
10	**GO Program Support (Supplemental)**			
10.01	Development of Impact Fees		$25,000	$25,000
	Task Subtotals	**$0**	**$25,000**	**$25,000**
	TOTALS	**$930,000**	**$565,000**	**$1,495,000**

SECOND EXTENSION OF CONTRACT NO. C-6467

EXHIBIT 2D3

SCHEDULE OF HOURLY RATES

(Cover sheet)

Exhibit 2D3
GENERAL ENGINEERING SERVICES FOR THE
GLENDALE ONBOARD TRANSPORTATION PROGRAM
FY 2013-2014
Schedule of Hourly Rates

Classification	Raw Hourly Rate*	Multiplier**	Billing Rate
Project Principal	$82.71	2.65	$219.18
Project Manager	$64.02	2.65	$169.65
Senior Engineer	$62.69	2.65	$166.13
Traffic Engineer	$51.01	2.65	$135.18
Engineer	$52.45	2.65	$138.99
Senior Designer	$35.65	2.65	$94.47
Designer / CADD	$34.46	2.65	$91.32
GIS	$32.79	2.65	$86.89
Web Design / IT	$44.64	2.65	$118.30
Graphics	$32.53	2.65	$86.20
Senior Environmental Professional	$47.41	2.65	$125.64
Project Environmental Professional	$37.13	2.65	$98.39
Staff Environmental Professional	$25.63	2.65	$67.92
Senior Public Involvement	$42.68	2.65	$113.10
Project Public Involvement	$27.79	2.65	$73.64
Public Involvement Assistant	$23.26	2.65	$61.64
Landscape Architect	$41.54	2.65	$110.08
Survey Manager	$58.11	2.65	$153.99
Survey Technician II	$34.60	2.65	$91.69
Surveyors	$28.32	2.65	$75.05
Project Administrator	$29.79	2.65	$78.94
Clerical	$24.56	2.65	$65.08

*Current rate increased for 1.019 inflation factor for 2013 and 1.023 inflation factor for 2014
**Includes overhead and profit

SECOND EXTENSION OF CONTRACT NO. C-6467

EXHIBIT 2E

ORIGINAL AGREEMENT

PROFESSIONAL CONSULTANT SERVICES

AS APPROVED BY CITY COUNCIL ON JUNE 30, 2008

(Cover sheet)

C-6467
06/25/2008

AGREEMENT FOR PROFESSIONAL SERVICES

GENERAL ENGINEERING CONSULTANT SERVICES
"GO" TRANSPORTATION PROGRAM

This Agreement for **Professional Services** ("Agreement") is made by and between CITY OF GLENDALE, an Arizona municipal corporation ("City"), URS, a Nevada Corporation (the "Consultant") as of the date last noted below.

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** hereto (the "Project.");

B. City desires to retain the professional services of Consultant to perform those specific duties and produce the specific work product as set forth in the Scope of Work, attached hereto as **Exhibit B** (the "Scope");

C. Consultant desires to provide City with professional services,consistent with best engineering practices that the standards set forth in this Agreement, in order to complete the Project ("Professional Services"); and

D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

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

1. Professional Services and Key Personnel; Sub-consultants.

1.1 Services. The Professional Services that Consultant must provide will consist of all services necessary to assure the Project is completed timely and efficiently consistent with the Scope, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants, retained by City.

1.2 Project Team.

(A) Project Manager.

(1) Consultant will designate a professional 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 Scope such that the work product produced by Consultant is consistent with applicable professional 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 devote no less than a specific amount of time to the Project as set forth in the Scope.

(B) Project Team.

(1) The Project manager and all other employees assigned to the project by Consultant will comprise the "Project Team".

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Consultant.

(3) The City must approve Consultant's Task Leaders assigned to the Project as outlined in Exhibit C2.

(C) Discharge, Reassign, Replacement.

(1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as identified in Exhibit C2.

(2) Consultant will not discharge, reassign or replace or diminish the responsibilities of any of the Task Leaders who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

(3) Consultant will change any of the members of the Project Team at the City's request if the 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-consultants.

(1) Consultant may engage specific technical consultant (each a "Sub-consultant") to furnish certain of the Professional Services.

(2) Consultant will remain fully responsible for Sub-consultants' services.

(3) Sub-consultants must be approved by the City, unless the Sub-consultant was previously mentioned in the response to Request for Qualifications.

(4) Consultant shall certify by letter that contracts with Sub-consultants have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Professional Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project Schedule, which is attached as **Exhibit C1** (the "Schedule") and within the City budget for the Scope.

3. **Consultant's Work Product.**

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

3.2 **Licensing.** Consultant warrants that:

(A) Consultant and Sub-consultants will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of the Professional Services ("Approvals"); and

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

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Consultant to notify City as required will constitute a material default under the Agreement.

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

3.4 **Coordination; Interaction.**

(A) For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with the other professionals retained by City on the Project ("Coordinating Project Professionals").

(B) Subject to any limitations expressly stated in the Project Budget and Scope, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work product with Coordinating

Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work product delivery and Project completion.

(C) For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other consultants when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

(A) Ownership. Upon receipt of payment for services furnished, Consultant grants to City, and will cause its Sub-consultants to grant to the City, the exclusive ownership of and all copyrights 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 ("Work Product") with the exception of any intellectual property rights contained therein, owned or created by Consultant priort to the effective date of the Agreement and/or created outside the scope of the Agreement.

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

(B) Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

(C) City Use.

(1) City may reuse the work product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove the Consultant's seal and title block from the Work Product.

4. Compensation for Professional Services.

4.1 Compensation. Consultant's compensation for the Professional Services, including those furnished by its Sub-consultants and Allowances (as defined below), will not exceed $3,434,839, as specifically detailed in **Exhibits D1-3** (the "Compensation").

4.2 Change in Scope. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Scope 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 basic services contained in this agreement may not be performed by the Consultant without prior written authorization from the City.

4.3 Allowances. An "Allowance" may be identified in Exhibit D only for work that is required by the Scope and the value of which cannot be reasonably be quantified at the time of this Agreement.

(A) As stated in § 4.1, the Compensation must incorporate all Allowance amounts identified in Exhibit B and any unused allowance at the completion of the Project will remain with City.

(B) Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Sub-consultant.

(C) Consultant will not use any portion of an Allowance without prior written authorization from the City.

(D) Examples of Allowance items include but are not limited to subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies, material testing.

4.4 **Expenses.** City will reimburse Consultant for certain out of pocket expenses necessarily incurred by Consultant in connection with this Agreement, without markup (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following;

(A) Mileage, airfare, lodging and other travel expenses for out of area travel will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and, which policies and procedures will be furnished to Consultant;

(B) The Reimbursable Expenses in (A) above are approved in advance by City in writing; and

(C) The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. **Billings and Payment.**

5.1 **Applications.**

(A) Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

(B) The period covered by each Payment Application will be one accounting period generally coincident with one calendar month.

5.2 **Payment.**

(A) After a full and complete Payment Application is received, City will process and remit payment within 30 days.

(B) Payment may be subject to or conditioned upon City's receipt of:

(1) All drawings, reports and other Work Product generated by Consultant and its Sub-consultants, and

(2) Unconditional waivers and releases on final payment from Sub-consultants as City may reasonably request to assure the Project will be free of claims arising from the Professional Services..

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

(A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

(B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

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

(A) Consultant will be equitably compensated for the Professional Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

(B) Consultant will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

(A) Consultant will not be entitled to further payment until after City has determined its damages.

(1) If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Professional Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of § 5.

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

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

8. **Insurance.**

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

(A) Consultant and Sub-consultants. Consultant, and each Sub-consultant performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Consultant's Policies"), until each Parties' obligations under this Agreement are completed.

(B) General Liability.

(1) Consultant must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $5,000,000 per occurrence and $5,000,000 annual aggregate.

(2) Sub-consultants 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 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 Consultant and $1,000,000 per accident for Sub-consultants 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 and employer's liability with limits not less than $1,000,000 for each accident.

(E) Professional Liability. A professional errors and omissions liability policy providing at least minimum limits of $5,000,000 each claim.

(F) Notice of Changes. Consultant's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Consultant or Sub-consultant's Policies, except that Consultant shall be responsible for providing 30 days notice for cancellation due to non-payment of premium. City recognizes that the notice provided by Consultant is greater than that included in the policies and as such, the lesser notice provided by the policies shall not be considered a material default under this agreement despite any language to the contrary in Seection (G)(3).

(2) Reduction of the coverage limits of any of Consultant or and Sub-consultant's Policies, and

(3) Any other material modification of Consultant or Sub-consultant's Policies related to this Agreement.

(G) Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Consultant must deliver to City Representative certificates of insurance for each of Consultant and Sub-consultant's Policies, which will confirm the existence or issuance of Consultant and Sub-consultant's Policies in accordance with the provisions of this Exhibit, and copies of the endorsements of Consultant and Sub-consultant's Policies in accordance with the provisions of this Exhibit.

(2) City of Glendale is and will be under no obligation either to ascertain or confirm the existence or issuance of Consultant and Sub-consultant's Policies, or to examine Consultant and Sub-consultant's Policies, or to inform Consultant or Sub-consultant in the event that any coverage does not comply with the requirements of this section.

(3) Consultant's failure to secure and maintain Consultant Policies and to assure Sub-consultant's policies as required will constitute a material default under the Agreement.

(H) Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Consultant's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

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

(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 Exhibit must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties

8.2 Sub-Consultants.

(A) Consultant must also cause its Sub-consultants to obtain and maintain the Required Insurance.

(B) City may consider waiving these insurance requirements for a specific Sub-consultant if City is satisfied the amounts required are not commercially available to the Sub-consultant and the insurance the Sub-consultant does have is appropriate for the Sub-consultant's undertaking under this Agreement.

(C) Consultant and Sub-Consultants must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

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

(B) This indemnity and hold harmless applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.

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

9. Notices.

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

(A) The Notice is in writing, and

(B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).

(1) A Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if

(2) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. mail, hand delivery, or overnight courier on or before 5:00 p.m.; or

(3) As of the next business day after receipt, if received after 5:00 p.m.

(C) The burden of proof of the place and time of delivery is upon the Party giving the Notice.

(D) Digitalized signatures and copies of signatures will have the same effect as original signatures.

9.2 Representatives.

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

David French
7720 N. 16th Street, Suite 100
Phoenix, AZ 85020

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

Transportation Director
Transportation Department
City of Glendale
5800 West Glenn Drive
Glendale, Arizona 85301

With required copy to:

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

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

(C) **Concurrent Notices.**

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by 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 Consultant identifying the designee(s) and their respective addresses for notices.

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

10. **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.

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

11.1 Integration. This Agreement contains the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

(A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

(B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

11.2 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.

11.3 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 Professional Services, or the earlier termination of this Agreement.

11.4 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.

11.5 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.

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

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

12. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E.** In such case when Exhibit E is not made part of this Agreement, a dispute escalation process will be utilized to resolve questions of fact during the course of this contract. The final determination will be made by the City.

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

Exhibit A	Project
Exhibit B	Scope
Exhibits C1 and C2	Schedule and Task Leaders
Exhibits D1, D2 and D3	Compensation
Exhibit E	Dispute Resolution
Exhibit F	Hazardous Substances

The parties enter into this Agreement for Professional Services as of the last date shown below.

CITY OF GLENDALE,
an Arizona municipal corporation

Pam Kaup for 6/30/08
Ed Beasley, City Manager Date

APPROVED AS TO FORM:

Craig Tindall, City Attorney

ATTESTATION:

Darcie McCracken
City Clerk (SEAL)

URS CORPORATION,
a Nevada Corporation

David K Frenn 6/11/08
~~Pascal Hinnen~~, Vice President Date
David French

PROFESSIONAL SERVICES AGREEMENT – EXHIBIT A

PROJECT

[*see attached*]

PROJECT DESCRIPTION

The General Engineering Consultant (GEC) will provide general engineering services needed to carry out the Glendale On-Board (GO) Transportation Program including planning, coordination, public involvement, design concept reports, review of final design plans completed by other consultants, right-of-way acquisition and relocation services, environmental site assessments, financial planning, and site designs relating to right-of-way. These services are planned to begin July 1, 2008 and terminate June 30, 2010. The City retains the option to extend the contract for two additional two year periods.

The purpose of the GO Transportation program is to relieve congestion and accommodate future multi-model traffic needs as identified in the transportation plan. An integral part of these transportation improvements is the City's desire to enhance the aesthetics of the transportation corridors. The GEC will serve as an extension of the City staff and represent the City while interacting with Glendale citizens, business owners, agencies, and stakeholders.

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT – EXHIBIT B

SCOPE

[*see attached*]

SCOPE OF WORK

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EXHIBIT B

SCOPE OF WORK

The professional services required to complete the scope of work is divided into nine tasks consisting of planning and coordination, financial analysis, Northern Parkway, Grand Avenue, design and construction administration, right-of-way acquisition, environmental services, relocation services, and demolition. These tasks are further described in the following sections.

TASK 1: PLANNING AND COORDINATION

The Planning and Coordination portion of this work plan includes a combination of activities that relate to the overall planning, coordination, monitoring and public involvement on the Glendale Onboard Transportation (GO) Program. These activities are described in the following subtasks.

1.01 Communication

This task includes ongoing communication and coordination with City staff and others throughout the program in order to receive input and direction, answer questions, report on progress, attend meetings, and other related activities that are necessary for effective ongoing communication and coordination. It also includes communication and coordination with other interested individuals or organizations including other City departments, outside agencies, property owners, business owners, final design engineers, contractors, utility providers, and others. It includes attendance and presentations at the monthly meetings of the Glendale Onboard Management Team and at monthly Citizens Transportation Oversight Commission (CTOC). This task will mostly involve the services of URS Corporation's (URS) Project Manager but is expected to occasionally involve other key URS staff depending on the nature of the planning and coordination issues. In addition, this task includes weekly coordination meetings with the City Deputy Transportation Director, the City Transportation Planning Manager, the URS Project Manager, and the URS Right-of-Way (ROW) Manager. Support services for these meetings such as graphic display board preparation, PowerPoint development, and preparation of meeting agendas and summaries are also included in this task.

1.02 Cost/Schedule/Quality Control/Monthly Reports

In order to effectively monitor progress of the projects within the GO Program and ensure that important goals and objectives are being achieved, project cost estimates and schedules will be prepared and monitored on an ongoing basis to ensure that the program is staying on schedule and within budget. The cost of programmed projects will be updated annually including estimates of maintenance costs for completed projects.

Schedules will be prepared for work assignments including design, ROW acquisition, environmental site assessments, relocation, abatement, and demolition. Schedules will be compared with the City's annual budget to ensure adherence to the City budget.

Schedules and costs will be closely monitored for this General Engineering Services contract as well. Monthly reports summarizing the accomplishments and the work complete will accompany each invoice to the City. The work complete will be compared to the budget spent to determine if course corrections are necessary to keep the project within budget.

Review and checking of all deliverables to the City is also included in this task. Both detail checking and scope/reasonableness checks will occur. Although these checks will be part of the tasks with which they are associated, checking the overall compliance with quality procedures and checking of general items associated with Task 1 is part of this subtask.

1.03 Public Involvement

During the next two years of the GO Program, projects within the program will be at various stages of completion. The public involvement program is designed to provide ongoing information and status reports on the progress of the overall program and individual projects.

The ongoing program will include developing key messages, facilitating public open houses, development of newsletters and fact sheets, updating the project web site, maintaining the project telephone information line, and press releases. The following are descriptions of these tasks in further detail.

1.03.01 Annual Color Brochure

A four-page, color brochure based on information in the Annual Report prepared by the City will be produced by URS. The goal of the brochure is to maintain accountability of the program to the citizens of the City. Topics to be covered in the brochure will be milestones reached to date, updates on upcoming projects, and what these projects mean to the stakeholders.

The brochure will be mailed using the City Water Department database, which is in the range of 70,000 addresses. URS will produce and distribute the four-page color brochure. It is also assumed that the annual color brochure will be prepared twice during the two-year period of this Contract.

The City will have several opportunities to provide input and approve each document to ensure the key messages developed are being conveyed properly to the public.

1.03.02 Project Web Site Update

This task involves regular updates to the existing GO Program web site. The main components of the project web site include a location map, a matrix for project updates, links to all newsletters and fact sheets, answers to frequently asked questions, and a place for citizens to add their names to the GO Program mailing list.

The web site will be updated on a monthly basis to provide current information on the status of projects in the GO Program, and information on the times, dates, and locations of all upcoming public meetings.

Web site information will be included in all newsletters and/or fact sheets.

1.03.03 Media Notification

Notifying the media of major project milestones or other issues will help to keep the public informed of the status of GO Program projects and upcoming public meetings.

The City staff and URS will work together to notify the media of pertinent issues about the GO Program projects.

The City staff will be responsible for sending out press releases to the media.

1.03.04 Public Meetings

The public meeting process will include a combination of the following meetings:

- Two citywide Public Open House meetings (annual). These meetings are anticipated to occur in the spring of 2009 and 2010.
- Two Glendale Family Bike Rides, which includes a booth with GO Program information. These events are anticipated to occur in the spring of 2009 and 2010.
- Occasional public exhibits for conferences or special events.

URS will be responsible for organizing or developing all display boards, PowerPoint presentations, etc., for all public meetings. URS will work with City staff to determine which display boards to use and layout stations at the meetings. URS will produce or gather informational handouts, comment sheets, provide refreshments at the Family Bike Rides, and prepare nametags.

TASK 2: FINANCIAL ANALYSIS

Under this task, URS will provide financial services on an as-needed basis over the period FY 09 through FY 10 in support of the GO Program. Such services may include, but not be limited to: preparation of annual revisions to the program's *Annual Report* and *Program Update*, review and revisions to various revenue and funding projections, updated forecasts to inflation rates and debt financing costs (interest rates, bonding costs, etc.), bonding strategies, and cash flow analysis of program income and expenditures.

The General Engineering contract may also need to provide financial analysis for potential new funding services and may need to develop grant applications for City Transportation projects.

TASK 3: NORTHERN PARKWAY

URS completed a preliminary draft Design Concept Report (DCR) and Environmental Assessment (EA) in January 2008. These documents were recently reviewed by the Federal Highway Administration (FHWA) due to anticipated federal funding for this important project. The following sections summarize the scope of services anticipated to finalize the DCR and EA, conduct a public hearing, and producing a Finding of No Significant Impact (FONSI). The FONSI is necessary to obtain the federal funding.

3.01 Finalize EA

It is anticipated that this contract will begin with finalizing the Draft EA after addressing FHWA comments. The Draft EA will be published and distributed at the beginning of the 30-day public review period. During the 30-day period, a public hearing will be conducted. Public comments will be obtained at the public hearing and from the project web site. After the close of the public review period, comments will be compiled and addressed. Comments deemed valid will be used to revise the EA and produce the Final EA. Once the Final EA is approved by the Arizona Department of Transportation (ADOT) and FHWA, the resultant FONSI can be prepared.

3.02 Finalize DCR

This contract will begin with finalizing the Draft DCR based on FHWA comments. The DCR will be available for public review during the 30-day EA public comment period. Once the comments are completed, the Final DCR will be produced.

3.03 Communication

Although the City of Glendale has taken the lead on the Northern Parkway preliminary engineering and planning efforts, it is anticipated that Maricopa County Department of Transportation (MCDOT) will manage the final design in partnership with the City of Glendale, City of Peoria, and the City of El Mirage. ADOT, Maricopa Association of Governments (MAG), FHWA, Flood Control District of Maricopa County (FCDMC), and Luke Air Force Base (AFB) are agency stakeholders. The partnership agencies form the Northern Parkway Executive Committee, and this committee is supported by the stakeholder agencies. The committee will meet monthly, and URS will provide support for these meetings as required by the City of Glendale.

Additional coordination with staff from FCDMC, Peoria, El Mirage, Glendale, MCDOT, MAG, ADOT, Luke AFB, property owners, and the Burlington Northern Santa Fe Railway Company (BNSF) is anticipated. URS will meet with one or more of these agencies as necessary to coordinate engineering details, coordinate with developers, and obtain information to further the design efforts. URS assumes approximately 20 of these meetings will be held and will prepare agendas, handouts, and meeting minutes.

Finally, it is anticipated that MCDOT will hire a design consultant firm to complete the final design and construction of Northern Parkway. MCDOT has indicated their intention to use the alternative delivery method of Construction Manager at Risk (CMAR) to design and construct the interim Northern Parkway from Sarival Avenue to Dysart Road. CMAR combines a design firm with a construction contractor to develop construction documents and complete the project. URS will provide necessary CADD files and background information to MCDOT and their consultant and coordinate with the final design firm and contractor.

3.04 Plan Review

URS will provide plan review services during the final design of Northern Parkway from Sarival Avenue to Dysart Road. URS will review and comment on the plans at the 40%, 70%, and 95% level of final design.

In addition, several issues regarding drainage have not been fully resolved. FCDMC has agreed to partnership with Glendale and MCDOT to construct drainage channels and basins from Sarival Avenue to Dysart Road. Three draft Memorandum of Understanding (MOU) have been prepared on FCDMC-approved projects along Northern Parkway. A realignment of one of the regional channels in the area has been proposed by a large developer, and FCDMC would like to

study this proposal prior to finalize the MOUs. It is anticipated that URS will need to provide input into this study and adjust the Northern Parkway drainage concept accordingly.

Another drainage issue that needs resolution is the Agua Fria River crossing of Northern Parkway. The Agua Fria River Bridge shown in the concept plans is dependent on the river being channelized per the FCDMC Agua Fria River Watercourse Master Plan. An agreement on channelizing the river is not complete. URS will coordinate with FCDMC and the Northern Parkway partners and stakeholders to resolve the channelization issue.

3.05 Right-of-Way Support

The City of Glendale has acquired ROW along Northern Parkway in certain locations to protect future ROW needs from impending development. It is anticipated that additional purchases of ROW will be needed to preserve the Northern Parkway ROW. Also, the City intends to purchase ROW in the west segment of the parkway from Sarival Avenue to Dysart Road within existing City boundaries and within their Municipal Planning Area (MPA). Glendale has contracted with Acquisition Sciences to acquire the necessary ROWs along Northern Parkway. URS will provide ROW support services including title report updates (original reports obtained by URS as part of Northern Parkway design), preparation of a ROW strip map, legal descriptions and exhibits, and site reconfigurations. URS will also provide environmental site assessment as part of Task 7.

Establishing the ultimate ROW requirements is a critical part of the design effort and will help avoid construction in the planned ROW by developers and allow the acquisition of ROW to begin. The strip map will be tied to the proposed Northern Parkway centerline as established by the geometric control sheets of the plans. The ROW strip map sheets will be developed in MicroStation V8 and plotted on 11"x17" sheets and include the following:

A. ROW centerline

B. Existing and proposed ROW lines

C. Existing easement lines

D. Property lines and ownership data

E. City limit lines

F. Existing ROW ownership

G. Section corner and ¼-monuments

H. Dimensions

I. Designation of area of proposed acquisition

TASK 4: GRAND AVENUE

Under this task, URS will provide support services to the City of Glendale relating the improvements to Grand Avenue. DMJM Harris is currently preparing a DCR for Glendale for improvements to Grand Avenue (US 60) from Camelback/43rd Avenue to Butler/71st Avenue. ADOT will hire a final design firm at the beginning of 2009 to complete the design of Grand Avenue. URS is providing ROW acquisition services during the DCR phase and will continue those services through final design. Construction is scheduled to begin in FY 2010.

4.01 Communication

URS will coordinate with the final design consultant with regard to ROW and site reconfigure-tion layouts. The City has specific design constraints, access control requirements, and aesthetic treatments they want incorporated into the final design and construction. URS will ensure these requirements are addressed in final design.

There is tremendous interest in the improvements for Grand Avenue. URS will develop a Grand Avenue project website for the City of Glendale so that citizens of Glendale can conveniently find updates and project status information. The DCR will be placed on this web site for informational purposes.

4.02 Plan Review

URS will review plans at each milestone in the final design process to ensure the City's needs are met.

TASK 5: DESIGN AND CONSTRUCTION ADMINISTRATION

URS will develop design concepts for potential major projects that may result from the Transportation Master Plan Update that is being completed. Specific projects have not been identified. In addition, URS will undertake design and construction administration for small projects to be completed by the Transportation Department including safety projects, infill lighting, bus shelters, and bus pullouts. Specific projects for these design efforts have not been identified.

5.01 Communication

URS will coordinate with final design firms in meetings to ensure the City's needs are met.

5.02 Plan Review for Final Design

URS will review final design plans for GO projects within Glendale. URS assumes there will be five such projects over the two-year contract for estimating purposes. URS will focus on ROW issues that may impact design as well as the completeness of the ROW information provided by the final design consultant in their ROW strip map.

5.03 Site Plans

Many times, partial ROW takes impact how the remaining property functions in a business situation. Changes outside the new ROW line are sometimes necessary to make the site functional. Changes could include replacing parking spots, moving driveways, changing the location of building entrances, drainage modifications, new screen walls and fencing, and new signage. URS will work with the City, property owner, and business owner to redesign sites as necessary and estimate the cost of the site improvements, which may become part of the property purchase and sales agreement.

TASK 6: RIGHT-OF-WAY ACQUISITIONS

Under this task, URS will provide ROW acquisition services for many GO Program projects during the next two years, including proposed projects along Grand Avenue, 67th Avenue, and 51st Avenue and at many street and intersection locations. The ROW acquisition services to be provided for each of these proposed projects are described in the following sections of this task.

6.01 Grand Avenue

The City of Glendale plans to acquire properties along Grand Avenue from willing sellers to provide for better management of vehicular access to and from Grand Avenue. Improved management of access will enhance the safety of the facility by minimizing the number of vehicle conflicts associated with the use of driveways, while providing safe and convenient access from adjacent arterial and collector roadways. Ancillary benefits of the project will be an opportunity for beautification of Grand Avenue and to assemble the remaining land into larger, more marketable parcels for resale. Several properties have already been purchase or will be by the time this contract begins.

This scope of services describes the services necessary to accomplish the following:

- Obtain title reports
- Prepare a ROW strip map
- Prepare legal descriptions
- Prepare an appraisal for each property
- Develop a written purchase and sales agreement
- Present the offer to the property owner and negotiate the sale
- Coordinate City approval of the purchase and sales agreement
- Provide support for escrow services
- Transfer ROW to ADOT
- Coordinate the sale of excess properties

The City will engage the services of another engineering firm for preparation of construction plans and bid documents for demolition, environmental clean-up, reconfiguration of access, and beautification of the setback areas of the properties.

A prioritized list of property acquisitions along Grand Avenue include approximately 40 properties including 12 total takes remaining to be acquired in this contract.

6.01.01 Appraisal Services

URS will use experienced appraisers to secure appraisal services for the approximately 40 properties identified for acquisition. Per City policy, two independent appraisals will be prepared for each property. All appraisals will be submitted to the City Property Management Office for review.

The following tasks are those representing the typical ROW appraisal. The tasks are presented in the general order in which they are accomplished, although some functions may be concurrent.

1. Receipt and review of ROW exhibit and legal description.
2. Determine ownership through the public record and/or title report.
3. Contact the Owner(s) to advise them of the pending appraisal and the scope of the project.

4. Conduct an inspection of the property with the Owner if requested.
5. Conduct market research to obtain information, which will be utilized in the valuation. These items may include, but are not limited to:
    a. Size, shape, topography, and related physical characteristics
    b. Legal status of the property including zoning, deed restrictions, etc.
    c. Sales of comparable properties
    d. Comparable rental information where applicable
    e. Replacement cost estimates for all or part of the property
6. Analyze the impact of the proposed acquisition and construction on the subject property, including such items as changes in access, changes in grade, proximity to building improvements, impact on signage or retention areas for storm water.
7. Prepare a written appraisal report estimating the value of the property in its before and after conditions, including an estimate of severance damages and/or special benefits where applicable.
8. Submit the appraisal reports to the City's Property Management office and obtain the City's recommendation of just compensation.

6.01.02 Title Reports, Title Insurance, and Close of Escrow Services

As a subconsultant to URS, North American Title Company will provide title reports, title insurance, and close of escrow services for the 15 parcels identified for acquisition. These services are required to complete the acquisition process.

6.01.03 Acquisition Cost Estimating

URS will work closely with the appraisers, acquisition specialist, and environmental specialist to develop and maintain a "rolling" cost estimate of total acquisition costs to assist the City in determining the requirements on the GO Program funds for the acquisitions. This cost estimate will be updated monthly and provided to the City's Project Manager. The costs of acquiring the parcels will be tracked and updated as more accurate costs become available for acquisition, environmental cleanup, relocation costs, and other tasks.

6.02 67th Avenue

The City of Glendale/URS is currently acquiring ROW, TCEs, and SRP utility easements at the intersections of 67th Avenue and Olive, 67th Avenue and Cactus, and 67th Avenue and Thunderbird Road as part of the City's 67th Avenue project from Olive Avenue to AC/DC Canal. It is anticipated that completing the acquisitions of these properties will extend into the new contract. There are five properties involving fee ROW takes and 11 total properties including easements.

6.03 51st Avenue

The City requires ROW from four property owners at 51st Avenue and Northern Avenue. The purchase and sales agreements have been prepared, but offers cannot be presented until ADOT approves the environmental clearance. SRP aerial easements are required as well. It is anticipated that completing the acquisitions of these properties will extend into this new contract.

TASK 7: ENVIRONMENTAL SERVICES

Under this task, URS will provide environmental site assessments, abatement reports, and abatement of properties.

7.01 Grand Avenue

URS will provide services to prepare approximately 35 Phase I Environmental Site Assessment Reports for the parcels identified for acquisition along Grand Avenue. It is estimated that 11 Phase II Environmental Site Assessment Reports will need to be prepared for the parcels where further environmental investigations are recommended in the Phase I Environmental Site Assessments. In addition, an estimated 16 asbestos and lead-based paint surveys will be needed for buildings identified for demolition. Abatement of these buildings is included in the environmental services.

7.02 Northern Parkway

URS will provide services to prepare approximately 25 Phase I Environmental Site Assessment Reports for the parcels identified for acquisition along Northern Parkway. It is estimated that 10 Phase II Environmental Site Assessment Reports will need to be prepared for the parcels where further environmental investigations are recommended in the Phase I Environmental Site Assessments.

TASK 8: RELOCATION SERVICES

As a subconsultant to URS, O.R. Colan Associates will provide relocation services for owner-occupied and tenant-occupied properties identified for acquisition in accordance with State of Arizona statutes. Initial relocation interviews will be conducted as properties are assigned for appraisal work.

At the initial interview, the relocation agent will present a relocation information booklet and discuss the relocation assistance program with the property owner and/or tenant. The relocation agent will survey the residents to determine household composition, relocation needs, and special concerns. An interpreter will be provided if required.

Comparable properties will be identified based on Multiple Listing Service (MLS) data, newspaper ads, rental publications, and referral services. This information will help determine the housing replacement payment to be made. The replacement housing offer will be presented when the initial acquisition offer is made. If necessary, additional meetings will be conducted to assist households with their particular needs, including preparation of relocation and other associated claim work.

During the first business interview, the relocation agent will present the relocation informational booklet and survey the business to determine replacement site requirements, any contractual obligations, the financial capacity of the business to accomplish the move, an estimate of the time required to vacate the site, an estimate of the anticipated difficulty in locating replacement property, the need for advanced relocation payments, and any other special concerns.

Follow up meetings will be held with the business owner to define the owner's desires for a replacement site. Information on the availability, purchase prices, and rental costs of suitable business properties and locations will be provided to the business owner on an ongoing basis until a replacement site, if any, is chosen.

The impacted businesses along Grand Avenue are primarily small business concerns, and it will be vitally important to minimize the amount of time the business owners spend on relocation related activities that can be done for them. The relocation agents will prepare move specifications and a certified inventory for each business. Once a replacement site is identified, the business owner and the relocation agent will select the commercial movers and other specialty providers deemed necessary to accomplish the move, and together they will inspect both the origin and destination to ensure that the scope of work is understood and the bids truly represent the real cost of the relocation.

Throughout the business relocation process, the relocation agent will provide advisory assistance so as to minimize hardships to the businesses in adjusting to relocation. Appropriate counseling and advice will be offered as to other sources of available assistance, including, for example, small business loans. Finally, relocation and associated claim work will be prepared.

8.01 Grand Avenue

It is estimated that 8 businesses relocations and 46 residential relocations will be required along Grand Avenue to accommodate the proposed improvements including access control.

8.02 Northern Parkway (Supplemental)

It is estimated that three residential relocations will be necessary along Northern Parkway from Sarival Avenue to Dysart Road. The City may require URS (O.R. Colan) to provide relocation services for these properties.

TASK 9: DEMOLITION SERVICES (SUPPLEMENTAL)

Under this task, URS can provide if requested complete demolition services including management of the demolition process, abatement report, cost estimates, abatement, capping utility lines, demolition, and documentation required.

PROFESSIONAL SERVICES AGREEMENT – EXHIBITS C1 AND C2

SCHEDULE AND TASK LEADERS

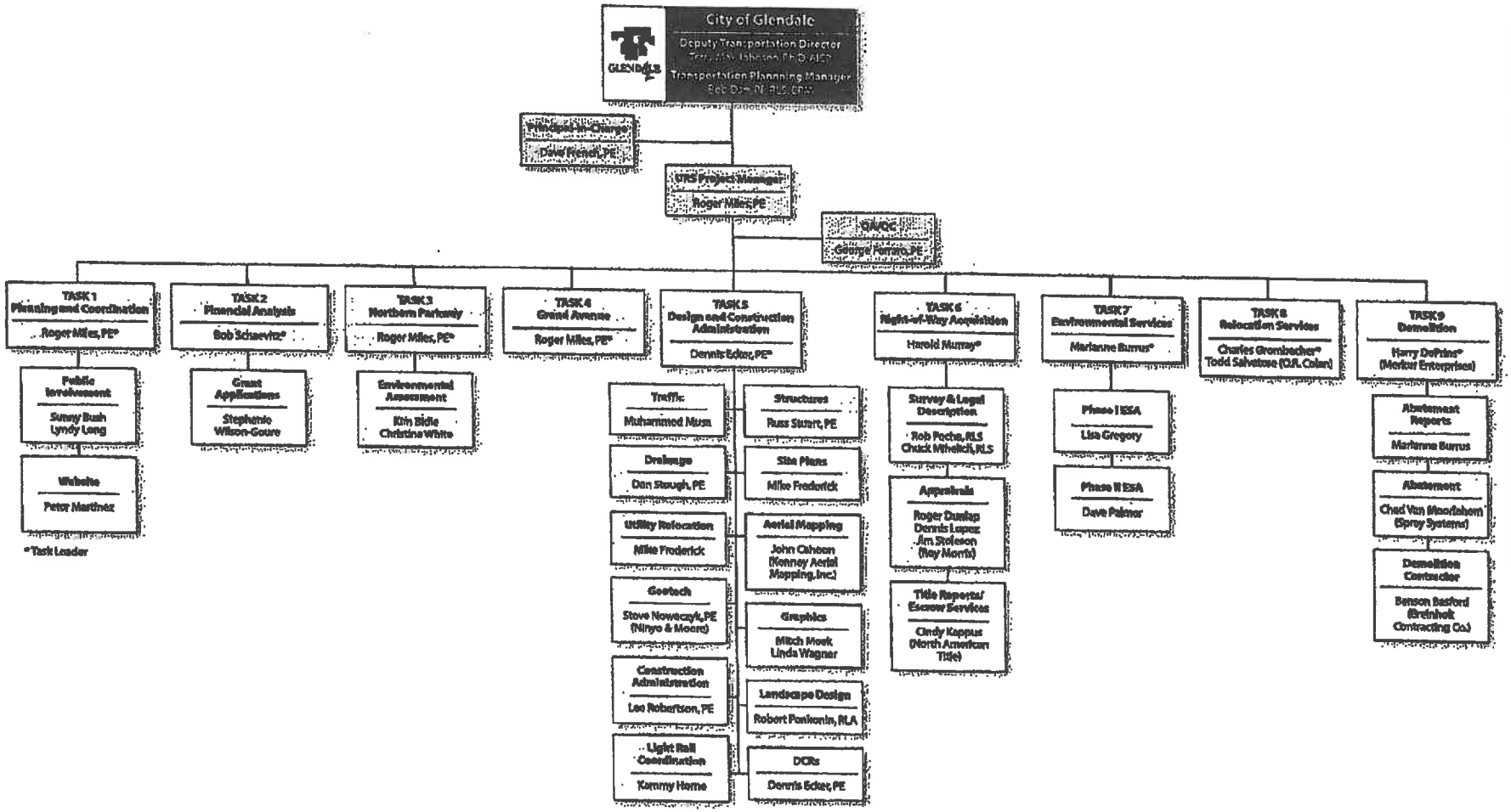
[*see attached*]

GENERAL ENGINEERING SERVICES
PROJECT SCHEDULE
July 2008 - June 2010

Task Description	2008						2009												2010					
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Planning and Coordination																								
CTCS Presentations (12)		X	X	X			X		X		X			X		X								
GO Management Team Meetings	X	X	X	X			X	X	X	X	X	X	X	X	X	X			X	X	X		X	
25-Year GO Transportation Program Updates																			X	X	X	X	X	X
Annual GO Program Data Brochure																								
Annual GO Program Open House																								
Quindlen Family Bike Ride																								
Financial Analysis	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
25-Year GO Transportation Program Updates																								
Northern Parkway	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FHWA Review	Review																							
Public Hearing			X																					
Public Comment Period																								
Response to Comments																								
Final EA Preparation																								
FHWA Review						Review																		
FONSI																								
Final DCR Preparation																								
Monthly Executive Meetings		X	X	X			X	X	X	X	X	X	X	X	X	X	X	X						
Coordinate with Final Design Consultant																								
Plan Review																								
FCD MOU/IGA																								
Update Title Reports																								
Prepare ROW Site Map																								
Prepare Legal Descriptions																								
Grand Avenue	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
DCR Coordination																								
Plan Review																								
Design and Construction Administration	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
(No specific task identified)																								
Right-of-Way Acquisition	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Grand Avenue Title Reports																								
Grand Avenue Right-of-way Site Map																								
Grand Avenue Legal Descriptions																								
Grand Avenue Appraisals																								
Grand Avenue Acquisition																								
Grand Avenue Sewer Operation																								
Transfer Grand Avenue ROW to ADOT																								
Complete 91st Avenue Acquisition																								
91st Avenue Sewer Operation																								
Complete 91st Avenue Acquisition																								
91st Avenue Sewer Operation																								
Environmental Services	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Grand Avenue Phase I ESA																								
Grand Avenue Phase II ESA																								
Grand Avenue Abatement Reports																								
Grand Avenue Abatement																								
Northern Parkway Phase I ESA																								
Northern Parkway Phase II ESA																								
Relocation Services	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Grand Avenue Relocations																								
Northern Gateway Relocations																								
Demolition Services (Supplemental)	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
(No specific task identified)																								

EXHIBIT C1

General Engineering Services Organization Chart



GLENDALE ONBOARD TRANSPORTATION PROGRAM

GLENDALE

Go! Glendale onboard!

URS

EXHIBIT C2

PROFESSIONAL SERVICES AGREEMENT – EXHIBIT D1

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By task, staff involved and hourly rates.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Scope during the entire term of the project must not exceed $3,434,839.00.

DETAILED PROJECT COMPENSATION – EXHIBITS D2 and D3 [*see attached*]

GENERAL ENGINEERING SERVICES FOR THE

GLENDALE ONBOARD TRANSPORTATION PROGRAM

Fiscal Year 2008/2009 and 2009/2010

Summary of Compensation by Task

Task Number	Task Description	Estimated Cost	Supplemental Allowances	Totals
1	**Planning and Coordination**			
1.1	Communication	$255,506		$255,506
1.2	Cost/Schedule/QC/Invoices	$86,161		$86,161
1.3	Public Involvement	$151,909		$151,909
	Task Subtotals	$493,576	$0	$493,576
2	**Financial Analysis**			
2.1	Annual Report	$25,932		$25,932
2.2	Miscellaneous Forecasts	$26,248		$26,248
2.3	Grant Applications (Allowance)		$20,000	$20,000
	Task Subtotals	$52,180	$20,000	$72,180
3	**Northern Parkway**			
3.1	Finalize EA	$163,131		$163,131
3.2	Finalize DCR	$29,697		$29,697
3.3	Website	$29,494		$29,494
3.4	Communication	$59,481		$59,481
3.5	Plan Review	$50,148		$50,148
3.6	Right-of-Way Support	$99,540		$99,540
	Task Subtotals	$431,491	$0	$431,491
4	**Grand Avenue**			
4.1	Communication	$21,871		$21,871
4.2	Plan Review	$7,561		$7,561
	Task Subtotals	$29,431	$0	$29,431
5	**Design and Construction Administration**			
5.1	Communication	$8,599		$8,599
5.2	Plan Review for Final Design	$62,491		$62,491
5.3	Site Plans	$77,837		$77,837
5.4	DCRs (Allowance)		$100,000	$100,000
5.5	Construction Administration (Allowance)		$20,000	$20,000
5.6	Light Rail Coordination (Allowance)		$5,000	$5,000
5.7	Miscellaneous Engineering Support (Allow)		$50,000	$50,000
5.8	Misc. Landscape Design Support (Allow)		$10,000	$10,000
	Task Subtotals	$148,927	$185,000	$333,927
6	**Right-of-Way Acquisition**			
6.1	Grand Avenue	$842,461	$10,000	$852,461
6.2	67th Avenue	$29,509		$29,509

Task Number	Task Description	Estimated Cost	Supplemental Allowances	Totals
6.3	51st Avenue	$13,788		$13,788
6.4	Supplemental		$100,000	$100,000
	Task Subtotals	**$885,758**	**$110,000**	**$995,758**
7	**Environmental Services**			
7.1	Grand Avenue	$431,078		$431,078
7.2	Northern Parkway	$245,793		$245,793
7.3	Allowance		$50,000	$50,000
	Task Subtotals	**$676,871**	**$50,000**	**$726,871**
8	**Relocation Services**			
8.1	URS	$16,663		$16,663
8.2	OR Colan	$303,454		$303,454
8.3	Allowance		$10,000	$10,000
	Task Subtotals	**$320,117**	**$10,000**	**$330,117**
9	**Demolition Services (Allowance)**	**$0**	**$21,487**	**$21,487**
	TOTALS	**$3,038,352**	**$396,487**	**$3,434,839**
	BUDGET			**$3,434,839**
				$0

GENERAL ENGINEERING SERVICES FOR THE
GLENDALE ONBOARD TRANSPORTATION PROGRAM
Fiscal Year 2008/2009 and 2009/2010
Schedule of Hourly Rates

Classification	Avg. Hourly Rate Over 2-yr. Term	Multiplier*	Billing Rate
Project Principal	$79.90	2.75	$219.73
Project Manager	$57.46	2.75	$158.02
Senior Engineer	$56.37	2.75	$155.02
Engineer	$46.00	2.75	$126.50
Senior Designer	$34.38	2.75	$94.55
Designer / CADD	$31.38	2.75	$86.30
Web Design / IT	$40.11	2.75	$110.30
Graphics	$30.68	2.75	$84.37
Senior Planner	$66.61	2.75	$183.18
Principal Economist	$93.15	2.75	$256.16
Grant Application Specialist	$57.96	2.75	$159.39
Senior Environmental Planner	$57.26	2.75	$157.47
Project Environmental Planner	$41.03	2.75	$112.83
Staff Environmental Planner	$23.89	2.75	$65.70
Senior Env. Professional	$44.09	2.75	$121.25
Project Env. Professional	$25.71	2.75	$70.70
Staff Env. Professional	$21.67	2.75	$59.59
Senior Public Involvement	$29.27	2.75	$80.49
Public Involvement Assistant	$22.40	2.75	$61.60
Landscape Architect	$37.55	2.75	$103.26
Senior. Right-of-Way Agent	$45.54	2.75	$125.24
Project Right-of-Way Agent	$38.02	2.75	$104.56
Field Right-of-Way Agent	$31.05	2.75	$85.39
Survey Manager	$54.86	2.75	$150.87
Survey Technician II	$34.16	2.75	$93.94
Surveyors	$23.29	2.75	$64.05
Project Administrator	$27.16	2.75	$74.69
Clerical	$22.13	2.75	$60.86

*Multiplier is the sum of direct salary plus 150% overhead plus 10% profit.

EXHIBIT D3

PROFESSIONAL SERVICES AGREEMENT – EXHIBIT E

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, unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

(A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

(B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (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 nonprevailing 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, Consultant must continue to perform and maintain progress of the Professional Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. **Exceptions.**

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

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

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

PROFESSIONAL SERVICES AGREEMENT – EXHIBIT F

HAZARDOUS SUBSTANCES

All nonhazardous samples and by-products from sampling processes in connection with the Services shall be disposed of by Consultant in accordance with applicable law. However, any materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the Services, shall be packaged by Consultant in accordance with applicable law. Consultant, at City's request, may assist City in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances. City shall sign all necessary manifests for the disposal of Hazardous Substances. If City requires Consultant to hire, for the City, Hazardous Substances transportation, treatment, or disposal contractor, then for these purposes, Consultant will be considered City's agent for this purpose only and Consultant will not be considered to be a generator, transporter or disposer of Hazardous Substances. City shall indemnify Consultant against any claim or loss resulting the signing of a manifest described under the circumstances above. Services provided by Consultant under this exhibit are considered rendered in accordance with the successful cost proposal submitted by the Consultant and the City is not subject to additional fees for provision of Services under this exhibit.

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Craig Johnson, P.E., Executive Director, Water Services

SUBJECT: **ARROWHEAD RANCH WATER RECLAMATION FACILITY REPAIRS**

Purpose

This is a request for City Council to authorize the City Manager to enter into a warranty agreement, and approve the expenditure of funds to Currier Construction, Inc. in the amount of $196,307.70 for the replacement of the skimmer system at the Arrowhead Ranch Water Reclamation Facility.

Background

Clarifiers and related equipment are crucial components of the wastewater treatment process. There are six clarifier systems at the Arrowhead Ranch Water Reclamation Facility with a skimmer at each clarifier. Clarifiers allow suspended solids to settle and be removed during the treatment process. Skimmers remove surface material to keep filters from plugging, which is a critical step in the treatment process.

Due to the age of the equipment (clarifiers 1-4 were built in 1986 and clarifiers 5 and 6 were built approximately 1999), mechanical failure occurred to the skimmer system in July 2011 rendering them operationally unreliable. Wastewater operations were able to continue due to frequent and consistent manual operation of the skimming processes. Replacement of the skimmers was necessary to keep the facility functioning efficiently and to remain in compliance with state and federal regulations. Due to the scope and immediacy of repairs needed, Currier Construction, Inc. was selected to do the repairs based on their experience and prior performance.

Initially fiberglass skimmers were installed, however, once installed the fiberglass skimmers did not function as indicated by the manufacturer. After multiple attempts to have the fiberglass skimmers function as intended, city staff worked closely with Currier Construction, Inc. to replace the fiberglass skimmers with conventional carbon steel skimmers.

A progress payment of $103,303.43 was made in November 2011 for the purchase and installation of the fiberglass skimmers. The Water Services Department worked closely with the City Attorney's Office to ensure a credit of $103,303.43 was given towards the project to install the conventional carbon steel skimmers. The project cost increased from $175,106.09 to $196,307.70 due to the material cost difference for the carbon steel skimmers.

The work has been completed and the new conventional carbon steel skimmers have been tested to ensure they are functioning properly. The work was completed on April 6, 2012 and accepted by city staff, and on April 20, 2012 final payment in the amount of $93,004.27 was made to Currier Construction, Inc.

Previous Council/Staff Actions

On February 13, 2012, Mayor and Council received a memo regarding the repairs at the facility.

Community Benefit

This project benefits the community by continuing to provide high-quality effluent.

Budget Impacts & Costs

Funding is available in the FY 2011-12 capital improvement budget of the Water Services Department. No additional operating costs are associated with this project.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		$196,307.70

Account Name, Fund, Account and Line Item Number:
Arrwhd Wtr Reclam Fac Imps, Account No. 2360-60007-550800, $196,307.70

Recommendation

Authorize the City Manager to enter into a warranty agreement, and approve the expenditure of funds to Currier Construction, Inc. in the amount of $196,307.70 for the replacement of the skimmer system at the Arrowhead Ranch Water Reclamation Facility.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Craig Johnson, P.E., Executive Director, Water Services
SUBJECT:	ARROWHEAD RANCH WATER RECLAMATION FACILITY REPAIRS

1. Polytech Carbon Steel Skimmer Construction Agreement
2. Warranty Agreement

C-_____

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into this _____ day of _____, 2012, and is effective between the City of Glendale, an Arizona municipal corporation ("City"), and Currier Construction, Inc., an Arizona corporation authorized to do business in the State of Arizona ("Contractor").

RECITALS

A. City intends to undertake a project for the benefit of the public, with public funds, that is more fully set forth in **Exhibit A** attached ("Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Project.

1.1 Scope. Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.

1.2 Project Team.

a. Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.

b. Project Team.

(1) The Project Manager and all other employees assigned to the Project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in Exhibit A, the Project shall be completed no later than April 30, 2012.

3. Contractor's Work.

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

3.2 Licensing. Contractor warrants that:

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

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

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approval or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

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

3.4 Coordination; Interaction.

a. If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").

b. Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 Warranties. At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment.

3.7. Bonds. Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $196,307.70, as specifically detailed in **Exhibit B** ("Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.

a. Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. Billings and Payment.

5.1 Applications.

a. Unless Exhibit B (Compensation) dictates otherwise, the Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

c. Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.

d. City will temporarily withhold Compensation amounts as required by A.R.S. § 34-221(C).

6. Termination.

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

a. Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

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

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

the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.

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

7. Insurance.

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

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.

f. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

g. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of

Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.

h. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

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

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

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

7.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

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

other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

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

7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. Immigration Law Compliance.

8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.

8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

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

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

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

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

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

11. Non-Discrimination Policies. Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

12. Notices.

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

a. The Notice is in writing, and

b. Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

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

Currier Construction, Inc.
Attn: Gary Tibbits
36 North 56th Street
Phoenix, AZ 85034

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

City of Glendale
Attn: Craig Johnson
Executive Director, Water Services
7070 West Northern Avenue
Glendale, Arizona 85303

With required copies to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

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

14. Entire Agreement; Survival; Counterparts; Signatures.

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

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

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

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

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

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

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

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(The remainder of this page left blank intentionally. Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

_____

By: Ed Beasley
Its: City Manager

ATTEST:

_____

City Clerk (SEAL)

APPROVED AS TO FORM:

_____

City Attorney

Currier Construction, Inc.
an Arizona corporation

_____

By: ~~Gary Tibbits~~ Michael R. Rivera
Its: ~~Project Manager~~ Executive Vice President

WOMEN-OWNED/MINORITY BUSINESS [ ] YES [✓] NO

EXHIBIT A
CONSTRUCTION AGREEMENT

PROJECT

[See attached]

Cost Proposal

Task Number: TBD		CCI NO : TBD
Project Location: City Of Glendale Arrowhead Facility		Date: 01/12/12
Task Name: Purchase and Instalation of Painted Carbon Skimmers		Prepared by: GT
P.O. number TBD		

Description of Work to be Performed (attach supporting documentation and plan information):

1. Remove existing 6 skimmer units.
2. Purchase and install 6 new Polytech painted carbon steel skimmers with manual lever operators.
3. All electrical work on units is excluded from this proposal.
4. Dispose of existing skimmer units off site after removal.

Labor

Item		Unit	Quantity	Labor rate	Total	Item Total
Project Manager		Hours	16	$85.00	$1,360.00	$1,360.00
Superintendent		Hours	240	$59.00	$14,160.00	$14,160.00
Project Engineer		Hours	16	$65.00	$1,040.00	$1,040.00
Administrative Assistant		Hours	0	$34.00	$0.00	$0.00
Project Forman		Hours	0	$40.00	$0.00	$0.00
Skilled Tradesman		Hours	480	$34.00	$16,320.00	$16,320.00
Equipment Operator		Hours	240	$32.00	$7,680.00	$7,680.00
Skilled Worker		Hours	240	$29.00	$6,960.00	$6,960.00
					Total Labor Cost	$47,520.00

Equipment

Item			Unit	Quantity	Equip. Unit	Total	Item Total
(Supt. & 1/2 PM, 1/2 PE time) Truck			Hours	256	$9.00	$2,304.00	$2,304.00
Forman's Truck			Hours	0	$9.00	$0.00	$0.00
Boom Truck			Day	12	$900.00	$10,800.00	$10,800.00
Scaffolding			Day	30	$75.00	$2,250.00	$2,250.00
Air Monitors			Day	30	$120.00	$3,600.00	$3,600.00
Blower			Day	30	$75.00	$2,250.00	$2,250.00
Reach lift			Day	30	$275.00	$8,250.00	$8,250.00
					$0.00	$0.00	$0.00
					$0.00	$0.00	$0.00
					$0.00	$0.00	$0.00
					$0.00	$0.00	$0.00
					$0.00	$0.00	$0.00
Fuel			LS	1	$500.00	$500.00	$500.00
Pickup and Delivery					$0.00	$0.00	$0.00
						Total EQUIPMENT Cost	$29,954.00

Materials

Item		Unit	Quantity	Material Unit	Total	Item Total
16" Diameter Painted Carbon Steel Scum Skimmers		EA	6	$11,930.83	$71,585.00	$71,585.00
Epoxy for anchor bolts		LS	1	$250.00	$250.00	$250.00
Misc. fastener and seal materials		LS	1	$250.00	$250.00	$250.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
Safety Tools & Equipment				1.00%	$475.20	$475.20
Small Tools				5.00%	$2,376.00	$2,376.00
					Total MATERIAL Cost	$74,936.20

Cost Proposal

Task Number: TBD		CCI NO :	TBD
Project Location: City Of Glendale Arrowhead Facility		Date:	01/12/12
Task Name: Purchase and Instalation of Painted Carbon Skimmers		Prepared by:	GT
P.O. number TBD			

Description of Work to be Performed by

Company		Description of Work to be Performed (Supporting quote & information attached)				Item Total
Waste Management		Dumpster for old units				$600.00
Christina Cameron PE		Skimmer Submittal Review				$1,200.00
						$0.00
		Total SUBCONTRACTOR Cost				$1,800.00

Subtotal		$154,210.20
Mark-up of Work @ 12%	$	18,505.22
Total With Mark-up:	$	172,715.42
Support & Nondirect Site Expense	$	8,651.19
Total Field Costs:	$	181,366.61
Insurance Costs	$	3,445.97
Bond Costs Minimum bond cost is $250.00	$	2,720.50
Sales Tax (65% of 6.83%)	$	8,325.53
2nd Iteration Sales Tax	$	449.09
Cost not to exceed	$	196,307.70

You are hereby notified that the payment requested by this job order does not include any amounts for changes in the work sequence, delays, disruptions, consequential cost impacts, or any other reasons and our right is expressly reserved to make claim for any and all of these related items of cost prior to final payment upon this Contract.

Submitted by: _____ Date: _____

EXHIBIT B
CONSTRUCTION AGREEMENT

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Notwithstanding subsection 5.1 of the Agreement, Contractor agrees submit invoice to City's Project Manager within 30 days after the completion of the Project. After a full and complete invoice is received, City will proceed and remit payment within 30 days subject to the requirements set forth in subsection 5.2(b) Contractor acknowledges that the City is entitled to $103,303.43 credit, and will apply the entire amount of the credit toward the compensation for the full completion of all work required by the Project during the entire term of the Project.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $196,307.70.

DETAILED PROJECT COMPENSATION

See Attachment A for detail.

EXHIBIT C
CONSTRUCTION AGREEMENT

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently

alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

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

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

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

4. Exceptions.

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

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

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

C-

WARRANTY AGREEMENT

This Warranty Agreement for professional and construction services rendered ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Currier Construction Inc., an Arizona corporation, authorized to do business in the State of Arizona, ("Consultant") as of the _____ day of _____, 2012 ("Effective Date").

RECITALS

A. City has undertaken a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");

B. City retained the professional services of Consultant, including construction services, to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");

C. Consultant desires to provide City with an appropriate warranty for the professional and construction services rendered ("Services") which Services were and are consistent with best consulting engineer and construction practices and the standards set forth in this Agreement; and

D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

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

1. Consultant's Work.

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

1.2 Licensing. Consultant warrants that:

a. Consultant and its Subconsultants or Subcontractors held, and continue to hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

c. City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

1.3 Compliance. Services have been 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.

1.4 Warranties. At any time within two years after completion of the Project, Consultant must, at Consultant's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Consultant's work and the work of its Subconsultants or Subcontractors. City will accept a manufacturer's warranty on approved equipment.

1.5 Work Product.

a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors 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) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.

(3) In such case, City will also remove any seal and title block from the Work Product.

2. Compensation for the Project.

Consultant's compensation for the Project and this Warranty Agreement, including Services furnished by its Subconsultants or Subcontractors will not exceed $196,307.70 .

3. Payment.

Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and

(2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

5. Insurance.

5.1 Requirements. Consultant avers that it has retained sufficient General Liability Insurance Coverage (minimum $1 million per occurrence; $2 million in the aggregate) and Professional Liability Insurance Coverage (minimum $1 million per occurrence; $2 million in the aggregate) to cover any potential claims which may be brought under the indemnity provisions of this Agreement or in accordance with any warranty.

5.2 Indemnification.

a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an

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

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.

c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

6. Immigration Law Compliance.

6.1 Consultant, and on behalf of any Subconsultant or 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.

6.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

6.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.

6.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

6.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or 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.

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

6.7 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.

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

8. Notices.

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

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

8.2 Representatives.

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

Michael R. Rivera
Executive Vice-President
Currier Construction, Inc.
36 North 56th Street

Phoenix, Arizona 85034

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 Craig Johnson
Executive Director, Water Services
7070 West Northern Avenue

Glendale, Arizona 85301

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

9. Entire Agreement; Survival; Counterparts; Signatures.

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

a. Neither Party has made any other representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

9.2 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.

9.3 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, and the termination of this Agreement. Manufacturers' product and equipment warranties also survive the term of this Agreement

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

9.5 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.

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

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

10. Term. The term of this Agreement commences upon either the effective date of this Agreement or the date upon which the work was completed and accepted by the City, whichever coverage period is longer, and continues for a two-year period. There are no automatic renewals of this Agreement.

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

Exhibit A Project

Exhibit B Scope of Work

Exhibit C Schedule

Exhibit D	Compensation
Exhibit E	Dispute Resolution

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

_____

By:
Its:

ATTEST:

_____

Pam Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____

Craig Tindall, City Attorney

Currier Construction, Inc.,
an Arizona corporation,

_____

By: Michael R. Rivera
Its: Executive Vice-President

EXHIBIT A
Professional Services Agreement

PROJECT

Arrowhead Treatment Facility—Removal of damaged and deteriorating skimmers and the replacement of the original skimmers with painted carbon steel skimmers with manual lever operators.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

1. Remove existing damaged skimmer units.
2. Purchase and install six new Polytech painted carbon steel skimmers with manual lever operators.
3. Remove and dispose of damaged skimmer units offsite.
4. Transport ineffective plastic skimmers offsite.

EXHIBIT C
Professional Services Agreement

SCHEDULE

NOT APPLICABLE.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

In accordance with Section 3 of this Agreement, Consultant agrees to submit an invoice to the City's Project Manager after completion of the Project. Upon approval of the expenditure by the City Council, and the receipt of a full and complete invoice, the City will remit payment within thirty (30) days of Council approval. Contractor acknowledges that the City is entitled to a $103,303.43 credit and Contractor will apply the entire amount of the credit toward compensation for the full completion of all work required by the Project in its entirety.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed $196,307.70.

DETAILED PROJECT COMPENSATION

See the attached Cost Proposal.

Cost Proposal

Task Number: TBD		CCI NO :	TBD
Project Location: City Of Glendale Arrowhead Facility		Date:	01/12/12
Task Name: Purchase and Instalation of Painted Carbon Skimmers		Prepared by:	GT
P.O. number TBD			

Description of Work to be Performed (attach supporting documentation and plan information):

1. Remove existing 6 skimmer units.
2. Purchase and install 6 new Polytech painted carbon steel skimmers with manual lever operators.
3. All electrical work on units is excluded from this proposal.
4. Dispose of existing skimmer units off site after removal.

Labor

Item		Unit	Quantity	Labor rate	Total	Item Total
Project Manager		Hours	16	$85.00	$1,360.00	$1,360.00
Superintendent		Hours	240	$59.00	$14,160.00	$14,160.00
Project Engineer		Hours	16	$65.00	$1,040.00	$1,040.00
Administrative Assistant		Hours	0	$34.00	$0.00	$0.00
Project Forman		Hours	0	$40.00	$0.00	$0.00
Skilled Tradesman		Hours	480	$34.00	$16,320.00	$16,320.00
Equipment Operator		Hours	240	$32.00	$7,680.00	$7,680.00
Skilled Worker		Hours	240	$29.00	$6,960.00	$6,960.00
					Total Labor Cost	$47,520.00

Equipment

Item			Unit	Quantity	Equip. Unit	Total	Item Total
(Supt. & 1/2 PM, 1/2 PE time) Truck			Hours	256	$9.00	$2,304.00	$2,304.00
Forman's Truck			Hours	0	$9.00	$0.00	$0.00
Boom Truck			Day	12	$900.00	$10,800.00	$10,800.00
Scaffolding			Day	30	$75.00	$2,250.00	$2,250.00
Air Monitors			Day	30	$120.00	$3,600.00	$3,600.00
Blower			Day	30	$75.00	$2,250.00	$2,250.00
Reach lift			Day	30	$275.00	$8,250.00	$8,250.00
					$0.00	$0.00	$0.00
					$0.00	$0.00	$0.00
					$0.00	$0.00	$0.00
					$0.00	$0.00	$0.00
					$0.00	$0.00	$0.00
Fuel			LS	1	$500.00	$500.00	$500.00
Pickup and Delivery					$0.00	$0.00	$0.00
						Total EQUIPMENT Cost	$29,954.00

Materials

Item		Unit	Quantity	Material Unit	Total	Item Total
16" Diameter Painted Carbon Steel Scum Skimmers		EA	6	$11,930.83	$71,585.00	$71,585.00
Epoxy for anchor bolts		LS	1	$250.00	$250.00	$250.00
Misc. fastener and seal materials		LS	1	$250.00	$250.00	$250.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
Safety Tools & Equipment				1.00%	$475.20	$475.20
Small Tools				5.00%	$2,376.00	$2,376.00
					Total MATERIAL Cost	$74,936.20

Cost Proposal

Task Number: TBD		CCI NO :	TBD
Project Location: City Of Glendale Arrowhead Facility		Date:	01/12/12
Task Name: Purchase and Instalation of Painted Carbon Skimmers		Prepared by:	GT
P.O. number TBD			

Description of Work to be Performed by						
Company		Description of Work to be Performed (Supporting quote & information attached)				Item Total
Waste Management		Dumpster for old units				$600.00
Christina Cameron PE		Skimmer Submittal Review				$1,200.00
						$0.00
		Total SUBCONTRACTOR Cost				$1,800.00

Subtotal		$154,210.20
Mark-up of Work @ 12%	$	18,505.22
Total With Mark-up:	$	172,715.42
Support & Nondirect Site Expense	$	8,651.19
Total Field Costs:	$	181,366.61
Insurance Costs	$	3,445.97
Bond Costs Minimum bond cost is $250.00	$	2,720.50
Sales Tax (65% of 6.83%)	$	8,325.53
2nd Iteration Sales Tax	$	449.09
Cost not to exceed	$	196,307.70

You are hereby notified that the payment requested by this job order does not include any amounts for changes in the work sequence, delays, disruptions, consequential cost impacts, or any other reasons and our right is expressly reserved to make claim for any and all of these related items of cost prior to final payment upon this Contract.

Submitted by: _____ Date: _____

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

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

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

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

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

4. Exceptions.

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

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

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

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Craig Johnson, P.E., Executive Director, Water Services

SUBJECT: **AWARD OF BID 12-31 FOR UTILITY CUTS AND CONCRETE WORK**

Purpose

This is a request for City Council to award bid 12-31 and authorize the City Manager to enter into an agreement with Specialized Surfacing, Utility Paving & Construction, L.L.C. (Specialized Surfacing) in an amount not to exceed $1,395,000 annually for utility cuts, concrete work, and pavement restorations throughout the city.

Background

The Water Services Department performs approximately 900 excavations a year for routine and emergency water service repairs throughout the city. The Public Works Department provides routine maintenance services to over 700 miles of city roadways. The award of this contract will allow the city to hire the necessary expertise to complete pavement and concrete restorations in a timely manner.

Three bids were received in response to bid 12-31 for utility cuts and concrete work. Specialized Surfacing submitted the lowest responsive, responsible bid. The agreement will begin upon approval by Council and continue for one year.

Previous Council/Staff Actions

On June 12, 2007, Council awarded a contract to Specialized Surfacing for utility cut repairs in the amount of $315,000 and a contract to C.T. Price for concrete work in the amount of $89,000 for use by the Water Services Department. On February 23, 2010, Council authorized an increase in the annual expenditure to Specialized Surfacing in the amount of $85,000.

Community Benefit

These bid awards will allow the Water Services Department to continue to provide reliable and adequate water service to Glendale residents and businesses; and enable the Public Works Department to continue to repair roadways and sidewalks throughout the city. In addition, this will allow the city to maintain a positive public image by completing pavement and concrete

restorations in a timely manner while providing smooth and reliable surfaces for motorists and pedestrians.

Budget Impacts & Costs

Funds are available in the FY 2012-13 Water Services and Public Works Departments' operating budgets, and GO funds.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		$1,395,000

Account Name, Fund, Account and Line Item Number:
Street Maintenance, Account No. 1340-16720-518200, $490,000
Pavement Management, Account No. 2210-65089-550800, $430,000
Water Distribution, Account No. 2400-17290-518200, $425,000
Wastewater Collection, Account No. 2420-17630-518200, $50,000

Recommendation

Award bid 12-31 and authorize the City Manager to enter into an agreement with Specialized Surfacing, Utility Paving & Construction, L.L.C. in an amount not to exceed $1,395,000 for utility cuts, concrete work, and pavement restorations.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Craig Johnson, P.E. Executive Director, Water Services
SUBJECT:	AWARD OF BID 12-31 FOR UTILITY CUTS AND CONCRETE WORK

1. Construction Agreement

C-_____

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into this _____ day of _____, 2012, and is effective between the City of Glendale, an Arizona municipal corporation ("City"), and Specialized Surfacing, Utility Paving & Construction, L.L.C. , an Arizona limited liability company, authorized to do business in the State of Arizona ("Contractor").

RECITALS

A. City intends to undertake a project for the benefit of the public, with public funds, that is more fully set forth in **Exhibit A** attached ("Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Project.

1.1 Scope. Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.

1.2 Project Team.

a. Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.

b. Project Team.

(1) The Project Manager and all other employees assigned to the Project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule and Term.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in Exhibit A, the Project shall be completed no later than June 30, 2013.

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approval or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

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

3.4 Coordination; Interaction.

a. If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").

b. Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 Warranties. At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment.

3.7. Bonds. Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $1,452,530.00, as specifically detailed in **Exhibit B** ("Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.

a. Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. Billings and Payment.

5.1 Applications.

a. Unless Exhibit B (Compensation) dictates otherwise, the Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

c. Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.

d. City will temporarily withhold Compensation amounts as required by A.R.S. § 34-221(C).

6. Termination.

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

a. Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

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

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.

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

7. Insurance.

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

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.

f. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

g. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.

h. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

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

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

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

7.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense," collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor)

and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

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

7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. Immigration Law Compliance.

8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.

8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

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

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

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

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

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

11. **Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

12. **Notices.**

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

a. The Notice is in writing, and

b. Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

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

Specialized Surfacing Utility Paving & Construction, L.L.C.
Attn: Bob Slawson
P. O. Box 72330
Phoenix, AZ 85050

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

City of Glendale
Attn: John Henny
6210 W. Myrtle Avenue
Suite 112
Glendale, Arizona 85301

With required copies to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

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

14. Entire Agreement; Survival; Counterparts; Signatures.

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

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

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

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

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

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

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

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(The remainder of this page left blank intentionally. Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

_____
By: Horatio Skeete
Its: Acting City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

Specialized Surfacing, Utility Paving & Construction, L.L.C.
an Arizona limited liability company,

_____
By: ROBERT SLAWSON
Its: Managing Member

WOMEN-OWNED/MINORITY BUSINESS [ ] YES [ ] NO

(Revised 8/11/11)

EXHIBIT A
CONSTRUCTION AGREEMENT

PROJECT

[See attached]

EXHIBIT A-SCOPE OF WORK

(Section Numbers Consistent with the Invitation for Bids #12-31)

1.2.1 GROUP ONE work consists of the removal of any ABC or temporary asphalt patch and the placement of a permanent asphalt patch on utility cuts generated by the City at various locations throughout the City.

1.2.2 GROUP TWO work consists of minor concrete work to include the removal, replacement and construction of concrete sidewalks, curbs, gutters, valve and manhole adjustments associated with utility cut repairs throughout the City.

GROUP THREE WORK
GENERAL ASPHALT REPAIR

1.21.1 Deteriorated or damaged asphalt shall be removed and replaced with permanent asphalt at various locations throughout the City.

1.21.2 Asphalt repair and replacement shall be conducted to ensure the quality of the repair. Section

1.19.1 thru 1.19.8 shall apply to work performed under General Asphalt Repair (Group Three Work).

GROUP FOUR WORK
GENERAL CONCRETE WORK

1.22.1 Minor concrete work (unassociated with utility access) includes but is not limited to the repair of sidewalks, curbs, gutters, ADA ramp improvements and trip hazards throughout the City.

1.22.2 General concrete repair and replacement shall be conducted to ensure the quality of the repair. Section 1.20.1 thru 1.20.15 shall apply to work performed under General Concrete Work (Group Four Work).

EXHIBIT B
CONSTRUCTION AGREEMENT

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, based upon time and materials.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $1,452,530.00.

DETAILED PROJECT COMPENSATION

Attached.

EXHIBIT B - COMPENSATION
GROUP ONE – Utility Cut Repairs

Item No.	Description	Vendor's Response
4.1.1	**Price per square yard for utility cut repairs**	**$57.70**
4.1.2	Seven thousand (7,000) square yards (estimated annual quantity)	
4.1.3	**4.1.1 times 4.1.2 is the estimated annual dollar expenditure for Utility Cut Repairs**	**$403,900.00**

GROUP TWO – CONCRETE WORK

INSTALLATION –all concrete shall be class A unless otherwise specified						
Item No.	Description Of Material And/Or Services	Quantity	Unit Price	Unit	Estimated Annual Amount	Annual Price
4.2.1	Construct curb and gutter (MAG Detail 220A)	1+	$53.00	LF		
4.2.2	Construct curb and gutter (MAG Detail 220C)	1+	$53.00	LF		
4.2.3	Construct sidewalk	1+	$13.50	SF		
4.2.4	Adjust valve riser, remove and replace concrete ring around valve	1-200	$350.00	EA		
4.2.5	Adjust manhole and replace concrete ring around manhole	1-200	$375.00	EA		
4.2.6	Emergency response	1	$1,050.00	EA		
4.2.7	Construct sidewalk	1+	$13.50	SF	2,000	$27,000.00
4.2.8	Construct curb and gutter (MAG Detail 220A or 220C)	1+	$40.00	SF	875	$35,000.00
4.2.9	Adjust valve riser, remove and replace concrete ring around valve	1-200	$350.00	EA	80	$28,000.00
4.2.10	Adjust manhole and replace concrete ring around manhole	1-200	$375.00	EA	80	$30,000.00
4.2.11	**SUBTOTAL – INSTALLATIONS (4.2.7 through 4.2.10)**					**$120,000.00**

GROUP TWO – ARTERIAL & COLLECTOR STREET BARRICADING COST

Item No.	Description Of Material And/Or Services	Quantity	Unit Price	Unit	Estimated Annual Amount	Annual Price
	Single Right Lane Closure	1	$350.00	EA		
	Single Left Lane Closure	1	$350.00	EA		
	Center Lane Closure	1	$375.00	EA		
	Mid Block Closure	1	$350.00	EA		
	Glendale Officer		$85/hr			
* Night Work Add $75.00 Per Closure						
	SUBTOTAL				$8,800.00	**$8,800.00**

GROUP THREE-GENERAL ASPHALT REPAIR

Item No.	Description Of Material And/Or Services	Qty	Unit Price	Unit	Estimated Annual Amount	Annual Price
4.2.12	Pavement Removal up to 80 SF (square feet)					
	Saw cut and removal of asphalt pavement	1+	$1.75	SF	12,000	$21,000.00
	Mechanical profiling of asphalt pavement	1+	$5.00	SF	12,000	$60,000.00
	Subgrade preparation	1+	$1.00	SF	12,000	$12,000.00
4.2.13	Pavement Placement up to 80 SF					
	EVAC 12.5 mm AC @ up to3 inch depth	1+	$7.50	SF	12,000	$90,000.00
	EVAC 19 mm AC @ 3 inch dep	1+	$7.50	SF	12,000	$90,000.00
	EVAC 25 mm AC @ 3 inch depth	1+	$7.50	SF	12,000	$90,000.00
4.2.14	Pavement Removal greater than 80 SF (unless designated LF as linear feet)					
	Saw cut and removal of asphalt pavement	1+	$1.50	SF	11,000	$16,500.00
	Mechanical profiling of asphalt pavement	1+	$4.00	SF	6,000	$24,000.00
	Subgrade preparation	1+	$1.00	SF	1,500	$1,500.00
	Edge Milling	1+	$2.00	LF	7,000	$14,000.00
4.2.15	Crack Seal Treatment (SY as square yards)					
	Crack Seal	1+	$1.45	SY	40,000	$58,000.00
4.2.16	Adjustments (EA as each)					
	Adjust to grade – manholes	1+	$375.00	EA	100	$37,500.00
	Adjust to grade – valve boxes	1+	$350.00	EA	100	$35,000.00
	Replace box and lid set, new – valve boxes	1+	$100.00	EA	100	$10,000.00
	Re-install monument marker per MAG 120-1	1+	$350.00	EA	200	$70,000.00
4.2.17	**SUBTOTAL – INSTALLATIONS (4.2.12 through 4.2.16)**					**$629,500.00**

GROUP FOUR – GENERAL CONCRETE WORK – Contract shall be based on 4.2.22 - SUBTOTAL

Item No.	Description Of Material And/Or Services	Qty	Unit Price	Unit	Estimated Annual Amount	Annual Price
4.2.18	Concrete Repair and Placement					
	Remove and replace curb and gutter	1+	$53.00	LF	3,250	$172,250.00
	Remove and replace sidewalk	1+	$40.00	LF	500	$20,000.00
	Remove misc. curb and/or gutter	1+	$40.00	LF	440	$17,600.00
	Remove misc. slab concrete up to 5" thick	1+	$3.50	SF	400	$1,400.00

Item No.	Description Of Material And/Or Services	Qty	Unit Price	Unit	Estimated Annual Amount	Annual Price
	Remove misc. slab concrete 5" to 10" thick	1+	$4.50	SF	400	$1,800.00
	Remove and replace driveway @8" thick	1+	$20.00	SF	400	$48,000.00
	Remove and replace ADA ramp	1+	$40.00	SF	400	$16,000.00
4.2.19	Concrete Removal					
	Sawcut and remove	1+	$3.00	SF	400	$1,200.00
	Mechanical profiling	1+	$10.00	SF	2,400	$24,000.00
4.2.20	Concrete Placement					
	Sidewalk installation up to 5" thick	1+	$15.00	SF	800	$12,000.00
	Curb and gutter installation	1+	$40.00	SF	400	$16,000.00
	Subgrade Preparation per	1+	$1.00	SF	80	$80.00
4.2.21	Multiplier for scheduled night work 15%					
4.2.22	**SUBTOTAL – INSTALLATIONS (4.2.18 through 4.2.20)**					**$290,330.00**

EXHIBIT C
CONSTRUCTION AGREEMENT

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently

alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

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

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

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

4. Exceptions.

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

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

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

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Craig Johnson P.E., Executive Director, Water Services

SUBJECT: **AWARD OF PROPOSAL FOR IRRIGATION SERVICES**

Purpose

This is a request for City Council to authorize the award of proposal 12-25 and authorize the City Manager to enter into an agreement for urban irrigation services with Salt River Irrigation in an amount not to exceed $138,108.60 annually.

Background

Glendale began offering urban flood irrigation service in 1912 to approximately 1,600 customers. Currently, approximately 330 customers receive urban flood irrigation services on an as-needed annual basis during the irrigation season from April through October. This seasonal irrigation service is no longer being offered to new customers.

The proposal services include water purchase and delivery, delivery line inspection and maintenance, and a dedicated system maintenance coordinator and customer service representative on a year-round basis. The agreement will begin upon Council approval. Contract specifications contain an option clause that will permit the city, at the discretion of the City Manager, to extend this agreement for four additional years in one-year increments.

The current agreement expires on June 25, 2012. A formal solicitation was conducted, and after careful review, an evaluation committee recommended an award to Salt River Irrigation, the single proposal received.

Previous Council/Staff Actions

On April 24, 2007, Council authorized the extension of proposal 02-02 with Salt River Irrigation for an additional five years in an amount not to exceed $106,760.50 annually.

Community Benefit

The continued delivery of irrigation water on a timely basis with no interruptions provides high quality services for irrigation customers.

Budget Impacts & Costs

Funds are available in the Water Services Department FY 2011-12 operating and maintenance budget.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		$138,108.60

Account Name, Fund, Account and Line Item Number:
Irrigation, Account No. 2400-17220-518200, $138,108.60

Recommendation

Authorize the award of proposal 12-25 and authorize the City Manager to enter into an agreement with Salt River Irrigation in an amount not to exceed $138,108.60 annually for urban irrigation services and to renew the agreement, at his discretion, for up to an additional four years, in one-year increments.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Craig Johnson P.E., Executive Director, Water Services
SUBJECT:	AWARD OF PROPOSAL FOR IRRIGATION SERVICES

1. Contract

C-_____

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into this _____ day of _____, 2012, and is effective between the City of Glendale, an Arizona municipal corporation ("City"), and Luebkin & Walker Enterprises, Inc., an Arizona corporation authorized to do business in the State of Arizona, and currently doing business as Salt River Irrigation ("Contractor").

RECITALS

A. City intends to undertake a project for the benefit of the public, with public funds, that is more fully set forth in **Exhibit A** attached ("Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Project.

1.1 Scope. Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.

1.2 Project Team.

a. Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.

b. Project Team.

(1) The Project Manager and all other employees assigned to the Project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in Exhibit A, the Project shall be completed no later than November 1, 2013.

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approval or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

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

3.4 Coordination; Interaction.

a. If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").

b. Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 Warranties. At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment.

3.7. Bonds. Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed **$138,108.60**, as specifically detailed in **Exhibit B** ("Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.

a. Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. Billings and Payment.

5.1 Applications.

a. Unless Exhibit B (Compensation) dictates otherwise, the Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

c. Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.

d. City will temporarily withhold Compensation amounts as required by A.R.S. § 34-221(C).

6. Termination.

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

a. Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

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

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.

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

7. Insurance.

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

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.

f. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

g. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.

h. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

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

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

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

7.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense," collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor)

and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

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

7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. Immigration Law Compliance.

8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.

8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

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

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

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

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

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

11. **Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

12. **Notices.**

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

a. The Notice is in writing, and

b. Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

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

Luebkin & Walker Enterprises, Inc., d/b/a
Salt River Irrigation
Attn: Andrew Walker
P.O. Box 1582
Glendale, Arizona. 85301

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

City of Glendale
Attn: Mark Fortkamp
Utility Operations Superintendent
6210 W. Myrtle Ave. Suite. 112
Glendale, Arizona 85301

With required copies to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

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

14. Entire Agreement; Survival; Counterparts; Signatures.

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

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

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

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

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

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

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

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(The remainder of this page left blank intentionally. Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

_____

By:
Its:

ATTEST:

_____

City Clerk (SEAL)

APPROVED AS TO FORM:

_____

City Attorney

Luebkin & Walker Enterprises Inc.,
an Arizona corporation d/b/a Salt River Irrigation

_____

By: Andrew Walker
Its:

WOMEN-OWNED/MINORITY BUSINESS [ ] YES [ ] NO

EXHIBIT A
CONSTRUCTION AGREEMENT

PROJECT

[See attached]

1. PROJECT/SCOPE OF WORK GENERAL DESCRIPTION

1.1 Contractor will provide irrigation service to residents living in an area generally bounded by Olive Avenue on the north, Maryland on the south, 53rd Avenue on the east, and 65th Avenue on the west. The Contractor will provide water flow during the irrigation season as determined by the City ("Irrigation Season"). Contractor will furnish any and all required labor, materials, equipment, transportation and services for the normal operations and maintenance of irrigation services for a monthly fee set forth in Exhibit B of this Agreement. In addition, the Contractor shall repair damages to valves, gates, pipelines and property due to careless/negligent irrigation service at no additional charge to the city.

1.2 In the event of a water shut down or dry-up during the Irrigation Season, Contractor will notify affected customers within a reasonable time as defined by Executive Director of Water Services or his or her designee ("Contract Administrator"). Notification to customers shall be via door hangers, telephone or direct contact.

1.3 Contractor will serve as the customer service representative for responding to irrigation calls and resolving irrigation-related issues with the customer at all times. The Contractor shall communicate with the Contract Administrator on all customer complaints or changes.

2. IRRIGATION SPECIFICATIONS – BASIC SERVICES

2.1 Basic Irrigation Services

2.1.1 Deliver irrigation water to all irrigation customers in the same week on a bi-monthly basis during the Irrigation Season. The number of irrigation customers/properties range from approximately three hundred and thirty-five to four hundred and sixty-eight (335-468) customers annually. Irrigation customer count varies annually as numbers are based on residential participation.

2.1.2 Total irrigation run time for the year is one thousand nine hundred and eighty (1,980) hours.

2.1.3 During the course of the thirty (30)-week Irrigation Season, up to a maximum of fifteen (15) irrigations per customer shall be provided.

2.1.4 Contractor shall coordinate communications with Salt River Project (SRP) and the City to order water for irrigation delivery.

2.1.5 Contractor shall communicate with the Contract Administrator on all customer complaints or changes. The Contractor agrees to respond to all customer service complaints within 24 hours of receiving notice. In the event of an irrigation emergency, the Contractor shall respond within 30 minutes or less. The Contractor will maintain a logbook of all complaints and submit a monthly report to the Contract Administrator.

2.2 Site Inspections

2.2.1 Contractor has made a site inspection and is aware of all the conditions affecting its performance of this Agreement prior to signing this Agreement. The site inspection activities include, but are not limited to, physical inspections of all irrigation customer properties and the irrigation distribution system.

2.2.2 The Contractor will coordinate with the Contract Administrator to maintain a current database of irrigation customers. The Contractor must maintain a logbook of all cancellations and new sign-ups including lot inspections and re-inspections. The Contractor shall submit monthly reports containing the information.

3. IRRIGATION SERVICES – ADDITIONAL SERVICES

3.1 Regular Maintenance and Repair

3.1.1 Contractor shall identify, excavate and repair problems within the irrigation system and complete any and all maintenance and repairs within 5 working days after notification by the City.

3.1.2 If the problem within the irrigation system is an emergency, Contractor must begin corrective action or repair immediately and complete the work as soon as practicable.

3.1.3 If Contractor could not complete the repair and maintenance within the period provided in 3.1.1 and 3.1.2, Contractor shall notify the Contract Administrator in writing (hand delivered) as soon as possible.

3.2 If a complex repair is required in the City's right-of-way, the Contractor will request quotations and report the repair to the Contract Administrator.

3.3 Contractor shall dedicate one employee to serve as the system maintenance coordinator and customer service representative, year round three hundred sixty-five (365) days a year, twenty-four (24) hours/day, seven (7) days/week.

3.4 Contractor shall provide a logbook identifying all repairs, calls, and complaints on a monthly basis to the Contract Administrator.

4. GENERAL WORK PERFORMANCE

4.1 City will perform weekly evaluation of Contractor's performance. If City is not satisfied with Contractor's performance, City will issue a written notice setting forth the deficiencies, and a date by which the deficiencies must be corrected to City's satisfaction.

4.2 If Contractor does not correct deficiencies to City's satisfaction, City may, at the sole expense of the contractor, correct the deficiencies by using City personnel or another contractor. The cost for services performed by City personnel or another contractor to correct deficiencies will be deducted from Contractor's monthly service payment in accordance with Paragraph 9 of this Exhibit.

4.3 Contractor will ensure that only skilled work crews shall be employed on projects performed under this contract. When required by the Contract Administrator, the Contractor must discharge any person who is, in the opinion of the Contract Administrator, disorderly,

dangerous, insubordinate, incompetent, or otherwise objectionable. Contractor shall hold the City harmless and indemnify the City from damages or claims for compensation that may occur in the execution and enforcement of this Agreement.

4.4 The Contractor will provide qualified supervision of each crew at all times. Each supervisor must be able to converse in the English language, and shall be authorized by Contractor to accept and act upon all directives issued by City. Failure of the supervisor to act on said directives constitutes a material breach of the Agreement unless such directives would create potential personal injury or safety hazards, or are contrary to the intent of the Agreement.

4.5 The Contractor will only employ skilled work crews, a minimum two employees per shift. Each crew member must be able to converse in the English language, and shall be authorized by Contractor to accept and act upon all directives issued by City.

4.6 Employees of Contractor shall be easily identified by uniform or name badge representing Contractors' company. Employees will also be required to carry at all times cell phones for communication purposes.

5. CITY REQUIREMENTS

5.1 The City will bill the irrigation customers and receive all revenue directly. Contractor will be paid on a monthly basis after receipt of an itemized invoice. Services for a partial month will be prorated based on the amount of time the services were provided (i.e. 14-day service = amount per month/property, divided by 30 days, multiply by 14 days).

5.2 The City shall provide Contractor with maps and geographical data for irrigation customers.

6. TERM

6.1 Unless otherwise renewed or amended, the Agreement will terminate on March 31, 2014.

6.2 City may, at its option and with the approval of Contractor, extend the term of this agreement four additional years in one year increments. Contractor shall be notified in writing by the City Materials Manager of the City's intent to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal and may be subject to the approval of City's governing body.

7. COOPERATIVE USE OF CONTRACT

The Agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City.

8 PERMITS AND LICENSES

Contractor is responsible for determining and securing, at its own expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the

facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

9 LIQUIDATED DAMAGES

If Contractor fails to deliver the supplies or perform the services within the time specified in this Agreement, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, Contractor shall pay to the City as fixed, agreed, and liquidated damages for each calendar week of delay, the amount of $50.00/property. Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. City shall determine what is beyond the control of the successful proposer and his supplier.

EXHIBIT B
CONSTRUCTION AGREEMENT

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid; services are based upon time and materials.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $138,108.60.

DETAILED PROJECT COMPENSATION

For Irrigation Services-Basic Services $98,208.60:

All Irrigation customers receive water in the same week on a bi-monthly basis. The number of irrigation customers/properties range from approximately 335 to 468 annually. Irrigation customer counts vary annually as the number is based on residential participation.

Total irrigation run time for the year is 1,980 hours.

During the course of the irrigation season, 30 weeks, up to a maximum of 15 irrigations per customer shall be provided.

As reflected in the compensation, the Contractor shall coordinate communication with Salt River Project (SRP) and the City to order water for irrigation delivery. In addition, the Contractor shall communicate with the City's Contract Administrator or designee on all customer complaints or changes. The Contractor agrees to respond to all customer service complaints within 24 hours of receiving notice. In the event of an irrigation emergency, the Contractor shall respond within 30 minutes or less. The Contractor will maintain a logbook of all complaints and submit a monthly report to the City's Contract Administrator or designee.

The Contractor shall conduct physical inspections of all irrigation customers' properties to become familiar with the irrigation distribution system prior to start of each irrigation season. Contractor will locate the delivery valve, determine the condition of the berms, identify any potential flooding hazards, and inform the homeowner of any required corrective action. After the visual inspection, Contractor will perform a "trial irrigation run" at the earliest available opportunity to verify proper flow to the property and identify any other potential issues.

The Contractor shall coordinate with the City's Contract Administrator or designee to maintain a current database of irrigation customers. The Contractor shall maintain a logbook of all cancellations and new sign-ups including lot inspections and re-inspections. The Contractor shall coordinate information into monthly reports.

For Irrigation Services-Requested Additional Services $39,900.00:

The Contractor shall identify, excavate and repair problems within the irrigation system and complete any and all "Maintenance and Repairs" within 5 working days after notification by the City; with the exception of emergency calls.

If Contractor is delayed at any time, the Contractor shall notify the City in writing (hand delivered) of such delay within 8 hours thereof and shall make a specific reference to this section of the proposal.

Contractor will monitor the irrigation system while providing the delivery service, ensuring sufficient flow to customers' lots. Contractor will identify any new deficiencies that are preventing adequate flow and use all available resources to correct the problem on site. If the problem cannot be corrected on site, contractor will notify all affected customers via door hangers and notify the City by telephone to inform all interested parties of the interruption in service and intent to correct the problem before the next scheduled delivery.

Upon completion of each delivery cycle, Contractor will compile a list of all new deficiencies to be corrected during the following maintenance week. Contractor will coordinate and complete all basic repairs to the irrigation system during the maintenance week. If a complex repair is required in the City's right-of-way, the Contractor will request quotations and report repair to the City's Contract Administrator or designee.

The Contractor shall dedicate 1 employee to serve as the system maintenance coordinator and customer service representative, year round 365 days a year, 24 hours/day, 7 days/week. If a customer has a question or complaint that cannot be resolved on site, a Contractor supervisor will contact the customer within 1 hour to schedule a visit. In the event of an emergency, a Contractor supervisor will be on site within 30 minutes.

The Contractor shall provide a logbook identifying all repairs, calls, and complaints and submit a report on a monthly basis to the City's Contract Administrator or designee.

EXHIBIT C
CONSTRUCTION AGREEMENT

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently

alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

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

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

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

4. Exceptions.

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

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

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

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Chuck Murphy, Executive Director, Information Technology & Innovation

SUBJECT: **AWARD OF PROPOSAL FOR TELEPHONE SYSTEM MAINTENANCE**

Purpose

This is a request for City Council to award request for proposal (RFP) 12-28 and authorize the City Manager to enter into a one year contract with Copper State Communications, Inc. for the city's annual telephone system maintenance and service in an amount not to exceed $155,060.

Background

The city utilizes Shore Tel and Avaya's Nortel phone systems and telecommunications software to provide telephone service to all city office locations. To ensure optimal performance, these systems require an annual maintenance contract that provides hardware and software updates, system configuration, and assistance with technical changes which are outside the scope of normal maintenance and repair.

In February of 2012, the city issued RFP 12-28 "Nortel Telephone System Maintenance" to select a phone system maintenance vendor. Two offers were received and a cross-departmental evaluation committee consisting of staff from Information Technology, Library, Utilities and Transportation reviewed the offers and Copper State Communications, Inc. was selected due to their price and ability to meet the requirements of the RFP.

Budget Impacts & Costs

Funding is available in the FY 2012-13 operating budget of the Technology and Innovation's Telephone Fund.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		$155,060

Account Name, Fund, Account and Line Item Number:
Telephones, Account No. 1100-11520-514600, $105,060
Telephones, Account No. 1100-11520-516400, $30,000
Telephones, Account No. 1100-11520-518200, $20,000

Recommendation

Award RFP 12-28 and authorize the City Manager to enter into a one year contract with Copper State Communications, Inc. to provide telephone hardware and software maintenance and service in an amount not to exceed $155,060 and to renew the contract, at his discretion, for an additional four years, in one-year increments.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Chuck Murphy, Executive Director, Information Technology & Innovation
SUBJECT:	AWARD OF PROPOSAL FOR TELEPHONE SYSTEM MAINTENANCE

1. Contract

SERVICE AGREEMENT FOR CITY OF GLENDALE
6830 North 57th Drive
Glendale, Arizona 85301

City of Glendale, to be referred to herein as "Customer", and Copper State Communications Inc., to be referred to herein as "Company", enter into this Agreement for the equipment listed on the attached Exhibit(s), to be referred to as "System", from the effective date of Agreement through its termination.

AGREEMENT PRICE AND PAYMENT TERMS: The total price for Agreement is $ 65,186.00 (plus any applicable sales taxes)

Customer's Preferred Payment Terms
(please select your desired payment terms)

☑ Annual: $65,186.00	(plus any applicable sales taxes)	☐ Semi-Annual: $32,593.00 (plus any applicable sales taxes)

Copper State Communications Inc shall not be bound by any term of Agreement if Customer's payment is not current

TERM OF AGREEMENT: Agreement shall become effective on Sunday, July 01, 2012, and shall remain in effect under the current price, terms, and conditions for twelve months. Upon the anniversary date of Agreement, Company shall automatically renew Agreement for another twelve months at a price based upon then current rates and inventory, to include any additions and deletions made throughout the year, and bill Customer based on Customer's preferred payment term checked above in accordance with the terms of the RFP response and award. All terms and conditions of Agreement shall remain in effect as long as Company continues to send invoices for Agreement and Customer continues to pay the invoices pertaining to the same. Both parties have the option of canceling this contract after the initial term, as long as thirty (30) days written notice is given to Company. In the case of non-payment, Company shall reserve the right to retroactively cancel Agreement back to the end of the last period paid and invoice Customer for any work performed under the cancelled term of Agreement or cancel Agreement and collect for the pro-rated portion of Agreement's price through the cancellation date.

SERVICES PROVIDED UNDER AGREEMENT (SBB): Company agrees to provide the following services at no charge under the terms of this Agreement:

- Respond to requests for emergency service according to our company practices [i.e. within two (2) hours for customers with the Tucson, Phoenix, and Flagstaff metro regions and four (4) hours for all others]. Emergency service is defined as services that are required due to a complete system failure.
- Respond to requests for non-emergency services within 24 hours of notification, excluding weekends, holidays, and non-business days.
- Repair services shall include the parts and labor necessary to restore System to normal operation.

Customer and Company further agree to the following:

- Parts and equipment replaced under Agreement may be new, remanufactured, or refurbished (at Company's option) but will be equivalent to new in performance. Removed parts and/or equipment will become the property of Company. Replacement parts become the property of Customer upon installation as long as Customer is current in its payment for Agreement;
- Company may, at its discretion, electronically or otherwise monitor System for the purposes of providing accurate remote diagnostics and correcting actions and for determining the applicable renewal charges on the respective anniversary dates of Agreement. Customer agrees to cooperate with Company in such data collection, including making remote access available to Company for this purpose;
- Agreement does not cover the costs of labor or materials to provide additions to, moves of, changes to, or the rearrangement of System listed in the attached Exhibit(s), and charges for these services will be billed separately on a time and materials or quoted basis. In the event that any work (adds, moves, changes, or service) is done by any party other than Company and damages or expenses are incurred, Company reserves the right to charge to repair these damages and/or cancel Agreement;
- Agreement shall not cover the cost to replace batteries or other wear-and-tear items;
- Agreement shall only cover peripheral devices specifically identified in the attached Exhibit(s).

Purchaser's Initials

Seller's Initials

LIMITATIONS & EXCLUSIONS

I. Any equipment added by Customer to System or any other additions electronically identified pursuant to the above shall be automatically added to Agreement either upon warranty expiration of such additional equipment or on the anniversary date of the purchase of such equipment. Equipment purchased from a party other than Company or an authorized agent of Company ("Third Party Equipment") is subject to certification by Company at Company's then current rate for such certification. Coverage will be effective immediately after Company certifies the Third Party Equipment. Coverage for any such additional equipment shall be charged at the Company's standard rates for such equipment;

II. Agreement does not cover any work on System when it is determined that damage occurred due to abuse, tampering, negligence, fire, flood, or act of nature or damage due to loss or theft. Company shall not be liable for incidental or consequential damages for commercial loss or otherwise. Company shall not be responsible for failure to render service due to strikes, fire, flood, or causes beyond its control;

CUSTOMER'S OBLIGATIONS: In connection with the services provided under Agreement, Customer agrees to provide the following:

I. A suitable equipment environment, easy to work in and not hazardous to the health of Company's employees;

II. Notification to Company of the presence of any hazardous material prior to commencement of services;

III. Permit Company's employees and agents access in and to the premises at reasonable hours;

IV. Sufficient conduit, ductwork, electrical current, and other amenities of the premises which are required for the maintenance and operation of the equipment;

V. Obtain and pay for all licenses, permits, and authorizations necessary or required in connection with the installation, use, and maintenance of the equipment.

TCP/IP, LOCAL AND WIDE AREA NETWORK: If System supports telephony over Transmission Control Protocol / Internet Protocol (TCP/IP) facilities, Customer may experience certain compromises in performance, reliability, and security, even when System performs as warranted. Customer acknowledges that it is aware of these risks and that it has determined that they are acceptable for its application of System. Customer acknowledges that their TCP/IP Local and Wide Area Network must be designed or redesigned for voice traffic with priority over data. Customer also acknowledges that, unless expressly provided in another agreement, Customer is solely responsible for (i) ensuring that its networks and systems are adequately secured against unauthorized intrusion and (ii) backing up its data and files. Customer further agrees that it is completely and solely responsibility for its network, infrastructure, application load, and any network quality of service repairs or modifications as needed for satisfactory Voice Over Internet Protocol (VOIP) transmissions and expressly releases Company from any responsibility for same. Customer agrees to modify its work network to Company's satisfaction or to fully accept the operation of all VOIP elements and functionality as provided by Company.

SOFTWARE CLIENTS: Company will maintain any software clients, as listed on the attached Exhibit(s), on one workstation and test for proper operation. Any additional workstation software client maintenance will be at Company's prevailing rates unless provided for under a separate written agreement. Customer must provide and maintain client workstations that meet the minimum software provider's specification for the maintained application.

EQUIPMENT PASSWORD / CUSTOMER ACCESS: Customer acknowledges that passwords for the system administration and maintenance of maintained equipment will only be provided by Company when Customer is current with payment for Agreement. Customer further acknowledges that the services provided under Agreement shall not extend to software changes performed by other than Company's personnel, and any repairs necessitated by software changes made by other than Company are billable at Company's prevailing rates.

UTILITY SERVICE: Customer acknowledges it is responsible for the payment of all charges to any telephone company for the installation and use of trunk lines, business, and private lines and all special equipment relating to the connection of the equipment with any telephone company and that Company is not responsible for the provision or sufficiency thereof.

LIMITATION OF LIABILITY AND FORCE MAJEURE: Company shall not be liable for any damages or losses sustained by Customer directly or indirectly caused by the equipment nor shall Company be liable for any direct, special, incidental, or consequential damages or losses resulting from any delay in Customer's use or inability to use the equipment or resulting from Company's failure to perform any of the terms of Agreement caused by any event beyond the reasonable control of Company.

ADDITIONAL LIMITATIONS OF LIABILITY AND INDEMNIFICATION: In no event shall Company be liable for any special, incidental, direct or consequential damages, loss or expense (hereinafter "damages") for personal injury, loss, or destruction of property arising from Customer's use of the equipment; nor shall Company be liable for damages resulting from routing and programming errors, and trespass of programming, software, or equipment and modem lines and long distance carrier service. Company makes no express or implied warranty that equipment is immune from or prevents fraudulent intrusion, unauthorized use or disclosure or loss of proprietary information. Certain features of equipment could be improperly used in violation of privacy laws. By ordering equipment with these features or separately ordering such features, Customer assumes all responsibility for assuring their proper and lawful use. Customer agrees to indemnify and hold Company harmless from all claims, suits and actions for damages, including reasonable attorneys' fees, arising out of or in connection with the equipment, the maintenance thereof, and its use, operation and condition.

NON-SOLICITATION: Neither party shall solicit for employment any personnel of the other party who has performed work for or received services from the other party under Agreement during or within twelve (12) months of the performance of such services.

WARRANTY-REMEDY: Company warrants that it will provide services as specified herein and that all parts furnished hereunder will be free of defects in materials and workmanship at the time of installation. In the event of any equipment failure, provided Agreement is still in effect as to the system involved, Company will make all necessary adjustments, repairs, and replacements, subject to the terms and conditions of Agreement, and replace any parts which were installed hereunder and found to be defective as of the time of installation. Company's warranty does not cover failure of network carriers or transmission errors experienced over the Internet or other facilities. Company does not warrant uninterrupted or error free operation of equipment. NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, SHALL APPLY TO SERVICE OR PARTS.

ADDITIONAL TERMS & CONDITIONS: Company accepts no responsibility for Customer's LAN/WAN network and Customer understands that any and all configuration of the data network is the responsibility of Customer. This includes all Quality of Service ("QOS") issues. Agreement does not include any soft IP telephones located at sites other than those sites listed within Agreement. Customer is responsible for all data traffic on the network (including server traffic, network applications, e-mail, etc.). The end responsibility of network applications and performance lies with Customer. Customer is responsible for any and all existing data equipment. All repair or reconfiguration of customer-owned equipment not specifically listed on the attached Exhibit(s) shall be billable at Company's current rates. Company shall not be responsible for Customer's use of remote applications which may impact the performance of any voice application. Customer may need to modify its use of remote applications when utilized in conjunction with a voice application. Customer will assist Company with any issues on customer-owned LAN/WAN and incur any cost associated with getting voice applications to function properly on Customer's LAN.

ACCEPTANCE: Agreement shall not be binding on seller until it is approved in writing by a corporate officer.

GENERAL: Agreement constitutes the entire contract between Company and Customer with respect to service of System and no representation or statement not expressed herein shall be binding on Company.

Customer's Signature

By _____ 6.19.12
Signature Date

Charles Murphy CEO
Name & Title

Approved by Officer Copper State Communications Inc

By: _____ 6/18/12
Signature Date

Steven Sutton Pres.
Name & Title

EXHIBIT A

CITY OF GLENDALE
6830 North 57th Drive
Glendale, Arizona 85301

1. This Exhibit describes the equipment and software to be covered by Company under Agreement at the above referenced address and further defines obligations and requirements which shall become part of Agreement.

2. Additional provisions herewith agreed to, supplementing the maintenance agreement are: Maintenance contract is based upon City of Glendale providing basic repair interface to its end users. Maintenance Agreement also covers monthly system monitoring, as equipped. Further, City of Glendale will provide basic repair troubleshooting and resolution. CSC will resolve any repair unresolved by City of Glendale that is covered by this Maintenance Agreement. City of Glendale agrees to provide all troubleshooting and replacement of all station apparatus covered by this agreement. CSC will provide pool stock replacement or repair of defective station apparatus via picking up said defective product at City of Glendale Telecom Department. Cost associated with the pool stock replacement or repair of defective station apparatus is covered by this Maintenance Agreement. Maintenance Agreement is "Switch Only". CSCs repairs are considered complete when problem is resolved at the MDF; no station cabling is included in the Agreement. Protracted isolation, negotiation and repair of PSTN (CenturyLink Telephone Network) are not covered by this Agreement.

3. Equipment Itemization:

Please see attached site and equipment list provided by City of Glendale for locations and equipment covered by this Agreement.

This Exhibit is verified as correct on this _____ day of _____, 20____.

Customer's Signature

By _____ 6.19.12
Signature Date

Charles Murphy CIO
Name & Title

Approved by Officer: Copper State Communications Inc

By: _____ 6/18/12
Signature Date

Steven Sutton Pres.
Name & Title

EXHIBIT B

CITY OF GLENDALE
6830 North 57th Drive
Glendale, Arizona 85301

1. Copper State has registered with and will continue to participate in the E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program; that it warrants compliance with all federal immigration laws and understands that any breach of this warranty subjects Copper State to penalties, including termination of this Agreement; and finally, understands that Customer has the right to inspect the papers of Copper State or any of its employees participating in this Maintenance Agreement to ensure compliance with this paragraph.

2. Copper State certifies, to the extend applicable under A.R.S §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have "scrutinized" business operations, as defined in the preceding statutory authority, in the countries of Sudan or Iran.

3. All agreements with Customer are subject to cancellation for conflicts of interest under the provision of A.R.S. §38-511.

EXHIBIT C

CITY OF GLENDALE
6830 North 57th Drive
Glendale, Arizona 85301

1. COST OF ADDS, MOVES & CHANGES/MAC SERVICES:

   On-site technical service rate is $95.00/hour with a 1-hour minimum charge and then billable in 15-minutes increments. Remote access is billable at the same rate with a 30-minutes minimum charge and then billable in 15-minutes increments.

2. The terms of this agreement will be complied with in conjunction with the terms, conditions and specific responses to RFP 12-28 for the, up to 5-years, term of the agreement.

5.0 PRICE SHEET

SERVICES		COST	
Provide Initial Year Maintenance Cost Based on Equipment Listed in the RFP.		$ 65,186.00	
Services	**Est. Annual Number of hrs per Service**	**Hourly Rate Per Service (On Site)**	**Hourly Rate Per Service (Remote)**
Moves, adds and changes	120 hours	$ 95.00/hour	$ 47.50
Minimum Charge (remote access & on-site)	N/A	$95.00 1-hour	$ 47.50 30-mins.
Remote Access, moves, adds and changes AMC/MAC	60 hours	$95.00 1-hour	$ 47.50 30-mins.
Normal Business Hours (8-5, M-F)	200 hours	$95.00	$47.50 30-mins.
Overtime (Evening and Weekends)	30 hours	$ 142.50	$71.25 30-mins.
Holidays	20 hours	$190.00	$95.00 30-mins.
Telecom. Data	N/A	$ 140.00	$70.00 30-mins.
Services	**Est. Annual Number of Hours per Service**	**Hourly Rate Per Service (On Site)**	**Hourly Rate Per Service**
Trip Charge	20 hours	$ n/a	$
Project Mgr	N/A	$ 80.00	$
Trainer	N/A	$ 80.00	$
Consultation/Engineering/Design	N/A	$ No charge	$

5.0 PRICE SHEET (Continued)

Additional Pricing	
Provide percent discount off Avaya MSRP for any Avaya parts, software and services; are all Nortel price book items eligible. If not, describe What categories are not eligible for discount? The percentage off the Avaya list price varies by product family and service offering. Avaya "Heritage" products are those which were previously sold under the name Nortel. Avaya Enterprise and Heritage products have different discounts and services have a different discount level. Pricing discounts are provided to the right.	Avaya Heritage Parts 34% Support 4% IP Office 34% Avaya Enterprise % Parts 36% Support 4% *PASS 0%
Specify price book or catalog discount is being taken from: Avaya publishes a List Price catalog for all their hardware, software and managed services offerings. This list is available to you from an authorized Avaya dealer and we will provide one upon your request. *Avaya PASS Services are NOT discountable from Avaya List Price	%
Initial Year Maintenance Cost	$ 65,186.00

RFP Response Special Terms and Conditions
Paragraph 2.4

To provide the City of Glendale, and other S.A.V.E. members, with the most comprehensive and beneficial telecommunications contract, Copper State Communications is including the following additional items. These items and labor rates are offered in addition to the Avaya products and support requested in the RFP.

ShoreTel Voice Over IP unified communication solutions at the following price structure:
ShoreTel Hardware and Software: 23% off MSRP
ShoreTel Support/Services: 9% off MSRP
Technical Labor Rate: Same as Avaya Price Sheet

Voice & Data Cable/Fiber Optic Infrastructure components and labor services:
AllenTel
Chatsworth racks, ladders and cabinets
Hubbell
Leviton
Miscellaneous Installation Components
Panduit

Cable component pricing is a "Fixed Price" format and will be updated periodically during the term of the contract based on current cost variances. For submittal purposes, a separate cable component price sheet is attached to the "Original" response and included on the response CD.
Cable Labor Rate $ 60.00/hour - regular hours
$ 90.00/hour - over-time hours

ORDINANCE NO. 2805 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE ZONING ORDINANCE OF THE CITY OF GLENDALE, ARIZONA, FOR BILLBOARDS AS FOLLOWS: ARTICLE 2 (DEFINITIONS AND RULES OF CONSTRUCTION), SEC. 2.300 (DEFINITIONS); AND ARTICLE 7 (GENERAL DEVELOPMENT STANDARDS), SECS. 7.103(F) AND (K), 7.106, AND 7.110; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Glendale Planning Commission held a public hearing on March 1, 2012 in Zoning Text Amendment Case No. ZTA11-01 in the manner prescribed by law for the purpose of amending various sections of the zoning ordinance for billboards;

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in *The Glendale Star* on February 9, 2012; and

WHEREAS, the City of Glendale Planning Commission has recommended to the Mayor and the Council a denial of the Zoning Text Amendment; however, the Mayor and the Council desire to amend various sections of the zoning ordinance for billboards.

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

SECTION 1. That the Zoning Ordinance of the City of Glendale, Arizona, Article 2 (Definitions and Rules of Construction), Sec. 2.300 (Definitions) is hereby amended by adding the following definition to read as follows:

...

<u>Sign, Digital Billboard: An identification sign or a sign which is intended to advertise a business, commodity, service, entertainment, product, or attraction sold, offered, or existing on or elsewhere than on the property where the sign is located and intended to be viewed primarily from SR 101. A Digital Billboard shall be internally illuminated, and not capable of movement.</u>

...

SECTION 2. That the Zoning Ordinance of the City of Glendale, Arizona, Article 7 (General Development Standards), Secs. 7.103(F), 7.103(K) and 7.106(A) are hereby amended to read as follows:

...

Sec. 7.103. Prohibited signs.

Any sign not specifically listed as permitted by this ordinance is prohibited, including, but not limited to the following:

...

F. Signs with intermittent or flashing illumination, except Digital Billboard Signs, and animated or moving signs.

...

K. Reader panel signs except as specifically authorized herein. Any sign which permits the change of electronic or manual copy and is changed more frequently than on a daily basis which is not a Digital Billboard Sign shall be considered a reader panel sign.

...

Sec. 7.106. Billboards.

A. Billboards are permitted only in the ~~C-3,~~ M-1~~,~~ and M-2 zoning districts.

...

SECTION 3. That the Zoning Ordinance of the City of Glendale, Arizona, Article 7 (General Development Standards) is hereby amended by adding a new Sec. 7.110 to read as follows:

Sec. 7.110. Digital Billboard Signs.

Digital Billboard Signs are permitted subject to the regulations noted below.

A. Placing a Digital Billboard Sign requires that the zoning of the lot on which the Digital Billboard Sign is located must be Planned Area Development (PAD).

B. Placing a Digital Billboard Sign requires the approved Planned Area Development (PAD) to be located in Township 2 North, Range 1 East, Gila and Salt River Base and Meridian, and to have a minimum of one thousand (1,000) feet of lineal frontage adjacent to SR 101 (Agua Fria Freeway).

C. The Digital Billboard Sign must be located within three hundred (300) feet of the freeway right-of-way.

D. There shall be a minimum distance of one thousand seven hundred sixty (1,760) feet between all Digital Billboard Signs on any single Planned Area Development.

E. All Digital Billboard Signs must be set back a minimum of three hundred thirty (330) feet from the property line of any adjacent property not a part of the same approved Planned Area Development having frontage on SR 101 (Agua Fria Freeway).

F. Maximum sign height, including any supporting structures, for a Digital Billboard Sign must be no more than sixty (60) feet.

G. Maximum Digital Billboard Sign width must be no more than fifty (50) feet.

H. Maximum Digital Billboard Sign area must not exceed six hundred seventy-five (675) square feet.

I. The message or image of the Digital Billboard Sign may be static or change at specific or programmed time intervals. The change in message or images shall occur no more frequently than once every eight (8) seconds and shall not have fade or dissolve transitions, or full animation or video, or similar subtle transitions or frame effects that have the appearance of moving text or images. A default black display shall be required in the event of malfunction.

J. Message sequencing, the use of multiple Digital Billboards in a row to convey a message, shall be prohibited.

K. Advertisements shall be limited to single frames.

L. Provisions in this section supplement and do not supersede provisions of any PAD in existence before the effective date of this ordinance.

M. Design Review approval is required to allow any Digital Billboard Sign.

N. No Digital Billboard shall be located within one thousand (1000) feet of any single residence zoning district including RR-90, RR-45, SR-30, SR-17, SR-12, R1-10, R1-8, R1-7, R1-6, R1-4, R-2, R-3, or property within unincorporated Maricopa County for which a plat was filed and recorded prior to January 1, 2000.

O. One Digital Billboard is permitted as a prelude to other development on a PAD. All additional Digital Billboard Signs shall be integrated into the PAD and have a relationship to the development, including common design elements such as styles

and materials, and a functional relationship to the structures, parking, and open spaces in the development. The height, location, materials, color, texture, setbacks, and mass of the additional Digital Billboard Signs must be appropriate to the development, the neighborhood, and the community. The architectural character of the proposed additional Digital Billboard Sign shall be in harmony with, and compatible to, structures in the neighboring environment and the architectural character desired for the city, avoiding excessive variety or monotonous repetition. All additional Digital Billboard Signs shall be reviewed only as part of the review of the Master Development Plan of the property and integrated with surrounding buildings and landscaping. Additional Digital Billboard Signs will be permitted only as part of a comprehensive sign package for the entire PAD which includes common design elements. Digital Billboards must be fully integrated into this comprehensive sign package.

P. Digital Billboard Sign illumination must be extinguished between 11:00 p.m. and sunrise. The only exception to this will be for amber alerts and other governmental emergencies.

Q. All illuminated Digital Billboard Signs shall be limited to a surface luminosity limit of 5,000 nits during daytime hours and a surface luminosity limit of 150 nits during nighttime hours.

R. All Digital Billboard Signs shall provide for automatic dimming based upon ambient lighting conditions, including evening and overcast weather.

S. It shall be unlawful for any Digital Billboard Sign to have an illuminance greater than 1.0 foot candle at the property line of any adjacent property.

T. Any approved Digital Billboard Sign shall adhere to new safety requirements if conclusive research findings develop.

U. Only one Digital Billboard Sign shall be erected prior to the first phase of development on a PAD.

V. All Digital Billboard Signs shall receive all required licenses prior to approval.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. That the provisions of this ordinance shall become effective thirty (30) days after adoption and approval by the Mayor and Council.

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

_____
MAYOR

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

[Additions are indicated by underline; deletions by ~~strikeout.~~]

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Jon M. Froke, AICP, Planning Director

SUBJECT: **ZONING TEXT AMENDMENT - ZTA11-01 (ORDINANCE) (PUBLIC HEARING REQUIRED)**

Purpose

This is a request for City Council to conduct a public hearing and adopt an ordinance for Zoning Text Amendment ZTA11-01 for billboards.

Background

This request to amend the Zoning Ordinance will provide a new definition and a new section to enact zoning regulations and establish a set of development standards to regulate digital billboards along the Loop 101 in the Sports and Entertainment District between Northern Avenue and Camelback Road. Digital billboards will continue to be prohibited in all other areas of the city, and will continue to be prohibited along the Loop 101 between 51st Avenue and Bell Road.

The Zoning Text Amendment will provide a new definition of digital billboards matching size and frequency of advertisement change of the two existing billboards on the Park and Ride Lot property in the Sports and Entertainment District. Digital billboards are proposed to be limited to sites zoned Planned Area Development (PAD). The amendment will require sites to have at least 1,000 feet of freeway frontage and one-third mile (1,760 feet) between signs on a single PAD.

The amendment would also prohibit billboards in the Heavy Commercial (C-3) zoning district that is located primarily in the center of the city, including the Glendale Centerline.

Previous Council/Staff Actions

It was decided at the June 12, 2012 City Council public hearing to table ZTA11-01 to the next evening meeting scheduled for June 26, 2012.

On March 1, 2012, Planning Commission conducted a workshop and a public hearing regarding ZTA11-01. No action was taken at the workshop. At the public hearing, the Commission moved to approve ZTA11-01; however, the motion failed 3-4.

On November 15, 2011, staff presented the proposed zoning text amendment to the City Council at their City Council Workshop. Council directed staff to continue working on the amendment. Staff did not perceive any Council consensus for changing the text amendment during the workshop.

Planning Commission initiated ZTA11-01 Zoning Text Amendment for digital billboards at the October 6, 2011 Planning Commission Workshop.

The subject matter for ZTA11-01, digital billboards was also previously considered as freeway billboard signs as a part of ZTA09-01 by the Planning Commission when ZTA09-01 was under consideration.

Prior to the October 6, 2011 meeting, consideration of freeway billboard signs as a part of ZTA09-01 was withdrawn from consideration by the city.

On August 4, 2011, Planning Commission voted to continue discussion of the section of ZTA09-01 regarding freeway billboard signs to the October 6, 2011 Planning Commission meeting.

On June 2, 2011, Planning Commission voted to continue discussion of the section of ZTA09-01 regarding freeway billboard signs to the August 4, 2011 Planning Commission meeting.

Council rezoned the city's property at the northwest corner of the Loop 101 and the Bethany Home Road alignment to PAD to permit erection of digital billboards by the adoption of Ordinance No. 2702 New Series on September 22, 2009.

Council rezoned the city's sewer lift station at the northwest corner of the Loop 101 and Camelback Road to permit the erection of a digital billboard by the adoption of Ordinance No. 2701 New Series on September 22, 2009.

Council rezoned the city's Park and Ride lot to PAD by the adoption of Ordinance No. 2686 New Series on June 23, 2009, to establish zoning which would satisfy the Arizona Department of Transportation to permit erection of the first two digital billboards.

The city adopted the Westgate PAD through a public hearing process in 2002, which included a number of outdoor building and digital signs.

Council approved a comprehensive update of the Zoning Ordinance in 1993, which included billboard regulations.

Community Benefit

By providing a new section concerning digital billboards, the current section that addresses billboards will remain unchanged, except for the prohibition of billboards in Heavy Commercial (C-3) zoning districts. Eliminating C-3 zoning districts would help protect existing established neighborhoods and historic districts.

Existing billboards will not be converted into digital billboards with changeable panels. A new section for digital billboards will ensure that proposed site locations prevent placement on sites, which could negatively impact neighboring residential areas. The amendment will emphasize that digital billboards are only to be erected in proximity to the Sports and Entertainment District.

Public Input

On May 24, 2012, a legal notice was published in *The Glendale Star*, which indicated which sections of the Zoning Ordinance were proposed to be amended. On May 25, 2012, staff, as the applicant, mailed notification postcards to property owners within 300 feet of the proposed area within the Sports and Entertainment District and those persons listed as Interested Parties on the City-Wide Additional Notification list.

Public testimony concerning ZTA11-01 Digital Billboards occurred at the Planning Commission meeting of March 1, 2012.

On November 9, 2011, a neighborhood meeting was held at the City Council Chambers and approximately 30 people attended. The comments received repeated those previously mentioned concerning dimensions and standards of the existing billboards on the city's Park and Ride Lot as the standard for future billboards.

Public testimony concerning freeway billboard signs occurred at the Planning Commission meetings of June 2, 2011, and August 4, 2011, as part of ZTA09-01 Zoning Text Amendment Ordinance Update. During the June 2, 2011 Planning Commission meeting, concern was expressed regarding the impact of digital billboards on the existing community located along the Loop 101 between 51st Avenue and Bell Road.

Recommendation

Conduct a public hearing, waive reading beyond the title, and adopt an ordinance for Zoning Text Amendment ZTA11-01.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Jon M. Froke, AICP, Planning Director
SUBJECT:	ZONING TEXT AMENDMENT - ZTA11-01(ORDINANCE) (PUBLIC HEARING REQUIRED)

1. Ordinance
2. Proposed Zoning Text Amendment
3. Excerpt of the Minutes of the Planning Commission Meeting of March 1, 2012
4. Minutes of the City Council Workshop of November 15, 2011
5. Planning Department Staff Report

Zoning Text Amendment Application ZTA11-01: Zoning Ordinance Update
Proposed Zoning Ordinance Amendment for Digital Billboards Only
Glendale, Arizona

The text amendments (additions by underline), (~~deletions by strikethrough~~) are as follows:

Add to Section 2.300 Definitions:

> Sign, Digital Billboard: An identification sign or a sign which is intended to advertise a business, commodity, service, entertainment, product, or attraction sold, offered, or existing on or elsewhere than on the property where the sign is located and intended to be viewed primarily from SR 101. A Digital Billboard shall be internally illuminated, and not capable of movement.

...

Section 7.103.F. - Signs Prohibited Signs should be amended to read:

> 7.103.F. Signs with intermittent or flashing illumination, except Digital Billboard Signs, and animated or moving signs.

Section 7.103.K. – Signs Prohibited Signs should be amended to read:

> 7.103.K. Reader panel signs except as specifically authorized herein. Any sign which permits the change of electronic or manual copy and is changed more frequently than on a daily basis which is not a Digital Billboard Sign shall be considered a reader panel sign.

...

Section 7.106.A. Billboards should be amended as follows:

> 7.106.A. Billboards are permitted only in the ~~C-3~~, M-1, and M-2 zoning districts.

...

Section 7.100 – Signs should be amended by adding a new Section 7.110:

> 7.110 Digital Billboard Signs
>
> Digital Billboard Signs are permitted subject to the regulations noted below.
>
> A. Placing a Digital Billboard Sign requires that the zoning of the lot on which the Digital Billboard Sign is located must be Planned Area Development (PAD).

B. Placing a Digital Billboard Sign requires the approved Planned Area Development (PAD) to be located in Township 2 North, Range 1 East, Gila and Salt River Base and Meridian, and to have a minimum of one thousand (1,000) feet of lineal frontage adjacent to SR 101 (Agua Fria Freeway).

C. The Digital Billboard Sign must be located within three hundred (300) feet of the freeway right-of-way.

D. There shall be a minimum distance of one thousand seven hundred and sixty (1,760) feet between all Digital Billboard Signs on any single Planned Area Development.

E. All Digital Billboard Signs must be set back a minimum of three hundred thirty (330) feet from the property line of any adjacent property not a part of the same approved Planned Area Development having frontage on SR 101 (Agua Fria Freeway).

F. Maximum sign height, including any supporting structures, for a Digital Billboard Sign must be no more than sixty (60) feet.

G. Maximum Digital Billboard Sign width must be no more than fifty (50) feet.

H. Maximum Digital Billboard Sign area must not exceed six hundred seventy five (675) square feet.

I. The message or image of the Digital Billboard Sign may be static or change at specific or programmed time intervals. The change in message or images shall occur no more frequently than once every eight (8) seconds and shall not have fade or dissolve transitions, or full animation or video, or similar subtle transitions or frame effects that have the appearance of moving text or images. A default black display shall be required in the event of malfunction.

J. Message sequencing, the use of multiple Digital Billboards in a row to convey a message, shall be prohibited.

K. Advertisements shall be limited to single frames.

L. Provisions in this section supplement and do not supersede provisions of any PAD in existence before the effective date of this ordinance.

M. Design Review approval is required to allow any Digital Billboard Sign.

N. No Digital Billboard shall be located within one thousand (1000) feet of any single residence zoning district including RR-90, RR-45, SR-30, SR-17, SR-12, R1-10, R1-8, R1-7, R1-6, R1-4, R-2, R-3, or property within unincorporated Maricopa County for which a plat was filed and recorded prior to January 1, 2000.

O. One Digital Billboard is permitted as a prelude to other development on a PAD. All additional Digital Billboard Signs shall be integrated into the PAD and have a relationship to the development, including common design elements such as styles and materials, and a functional relationship to the structures, parking, and open spaces in the development. The height, location, materials, color, texture, setbacks, and mass of the additional Digital Billboard Signs must be appropriate to the development, the neighborhood, and the community. The architectural character of the proposed additional Digital Billboard Sign shall be in harmony with, and compatible to, structures in the neighboring environment and the architectural character desired for the city, avoiding excessive variety or monotonous repetition. All additional Digital Billboard Signs shall be reviewed only as part of the review of the Master Development Plan of the property and integrated with surrounding buildings and landscaping. Additional Digital Billboard Signs will be permitted only as part of a comprehensive sign package for the entire PAD which includes common design elements. Digital Billboards must be fully integrated into this comprehensive sign package.

P. Digital Billboard Sign illumination must be extinguished between 11:00 pm and sunrise. The only exception to this will be for amber alerts and other governmental emergencies.

Q. All illuminated Digital Billboard Signs shall be limited to a surface luminosity limit of 5,000 nits during daytime hours and a surface luminosity limit of 150 nits during nighttime hours.

R. All Digital Billboard Signs shall provide for automatic dimming based upon ambient lighting conditions, including evening and overcast weather.

S. It shall be unlawful for any Digital Billboard Sign to have an illuminance greater than 1.0 foot candle at the property line of any adjacent property.

T. Any approved Digital Billboard Sign shall adhere to new safety requirements if conclusive research findings develop.

U. Only one Digital Billboard Sign shall be erected prior to the first phase of development on a PAD.

V. All Digital Billboard Signs shall receive all required licenses prior to approval.

MINUTES
CITY OF GLENDALE PLANNING COMMISSION

CITY COUNCIL CHAMBERS
5850 WEST GLENDALE AVENUE
GLENDALE, ARIZONA 85301

THURSDAY, MARCH 1, 2012
7:00pm

CALL TO ORDER
The meeting was called to order at approximately 7:00pm.

Commissioners Present: Chairperson Kolodziej (Yucca), Commissioner Penilla (Barrel), Commissioner Shaffer (Cactus), Commissioner Petrone (Cholla), Commissioner Larson (Mayoral), Commissioner Williams (Ocotillo), and Commissioner Sherwood (Sahuaro).

City Staff Present: Tabitha Perry, Assistant Planning Director, Jon M. Froke, AICP, Planning Director, Deborah Robberson, Deputy City Attorney, Thomas Ritz, AICP, Senior Planner, and Diana Figueroa, Recording Secretary

APPROVAL OF MINUTES
Chairperson Kolodziej called for Approval of Minutes.

> **Commissioner Sherwood made a motion to approve the minutes of the November 17, 2011, Public Hearing as written. Commissioner Larson seconded the motion, which was approved unanimously.**

WITHDRAWALS AND CONTINUANCES
Chairperson Kolodziej called for any withdrawals and/or continuances. There were none.

PUBLIC HEARING ITEM
Chairperson Kolodziej called for staff's presentation.

> **ZTA11-01:** A request by the City of Glendale Planning Department to amend Zoning Ordinance to provide for a new definition and a new section to enact zoning regulations to regulate Digital Billboards (DBB) along the Loop 101 in the Sports and Entertainment District and prohibit billboards in the Heavy Commercial (C-3) zoning district. Staff Contact: Thomas Ritz, AICP, Senior Planner (Citywide).

Mr. Thomas Ritz, AICP, Senior Planner, made a brief presentation to the Commission. He said the Commission must make a recommendation to the City Council regarding this item. He said staff's recommendation is for approval.

Mr. Ritz said this amendment will establish a set of development standards to regulate digital billboards along the Loop 101 in the Sports and Entertainment District. He said this has come from a previous concern that past zoning cases for digital billboards were only on land owned by the city as part of a lease agreement. Therefore, this zoning text amendment is proposed to permit digital billboards along the Loop

101 from Northern Avenue to Camelback Road in the Sports and Entertainment District. Digital billboards will continue to be prohibited along the Loop 101 between 51st Avenue and Bell Road and between the Loop 303 and Northern Parkway.

He said the proposed definition is similar to the definition of the size and frequency of the billboards located at the city's Park + Ride site.

Mr. Ritz said digital billboards will be limited to lots zoned PAD. Billboards shall only be erected in proximity to the Sports and Entertainment District.

Mr. Ritz concluded by stating staff is recommending the Planning Commission recommend approval of this item.

Chairperson Kolodziej opened the public hearing.

1. Ron Rovey, Rovey Farms, 7711 West Northern Avenue, Glendale, 85303. Mr. Rovey asked if this proposal will also apply to the city's Park + Ride site where there are currently two billboards erected. Mr. Ritz said no.

   Mr. Rovey asked if this proposal will apply to the two city owned lots where billboards are approved but not yet installed. Mr. Ritz said no, and any other lots will not be changed by subsequent zoning text amendments. This text amendment will allow by right items that were not previously allowed. Applicants have the right to apply for PAD zoning in order to install digital billboards.

   Mr. Rovey clarified that under a PAD zoning different standards are required than under this text amendment. Mr. Ritz said applicants may customize their Planned Area Development application for standards and representations of land uses.

   Mr. Rovey referred to #21 in the proposed amendment and felt it was unfair. He said his family does not have the four billboard signs to remove in order to erect one digital billboard sign. He felt the only company that may have that opportunity would be CBS Outdoor, which would create a monopoly. He asked this requirement be deleted.

   Next, Mr. Rovey had concerns with #14. He said his family's property is located on the southwest corner of the Loop 101 and Glendale Avenue with unincorporated Maricopa County land being located northeast of the Loop 101 and Glendale Avenue. Mr. Ritz stated this is not the intent of this item. Mr. Ritz said only if a plat was filed and recorded prior to January 2000. He clarified this requirement would not apply to the Rovey property or to the property which he spoke of located at the northeast corner of the Loop 101 and Glendale Avenue.

   Mr. Rovey asked for the height of the digital billboards located on the city's Park + Ride lot. Mr. Ritz said the maximum height is 80 feet.

   Mr. Rovey stated he would like to see the amendment allow for 80 feet high signs just as the signs located at the City's Park + Ride.

He said #15 and #16 stated the signs must be integrated into the PAD and have a common design element. Mr. Rovey said the digital billboard signs do not relate to the developments, but relate to the Loop 101 Freeway. He felt the billboards located at the City's Park + Ride do not satisfy these requirements. They have no relation to the Park + Ride and they have no common design and are not part of a comprehensive plan. He asked the same type of standards be applied to his property in the future as what has been done for the Park + Ride property.

With regard to #23, Mr. Rovey said this would prohibit his family from erecting any digital billboards until development occurs.

Mr. Rovey said with respect to #17, he asked why billboards are not to be illuminating during the hours of 2am and sunrise. Mr. Ritz explained this is consistent with hours of the businesses, shopping and entertainment located within the Sports and Entertainment District.

Mr. Rovey concluded by stating with each hearing regarding these amendments, more regulations have been added. It almost appears as though the city wishes to prohibit billboard signs on the Rovey property located on the west side of the Loop 101.

Commissioner Petrone asked if Mr. Rovey felt that he has been precluded from participating until development occurs on the Rovey property. In addition, he wanted to verify since the Roveys have no existing billboards there would be no way for the family to meet the request of removing signs existing signs in order to construct one new sign.

Mr. Rovey confirmed stating these are the most relevant items and added he only wants to be treated fairly.

2. Justin Lalley, CBS Outdoor, 3150 South 48th Street, Suite 200, Phoenix, 85040. Mr. Lalley referred to item #4 and asked if the quarter mile distance requirement between digital billboards was applicable if the billboards were on the same parcel or the same PAD. Mr. Ritz said yes.

   Mr. Lalley referred to item #5 and verified if there were two PAD parcels located next to one another the distance requirement would be 660 feet. Mr. Ritz said yes.

   Mr. Lalley referred to item #9 and asked for clarification regarding the language that reads "sign may be static or change". He asked for confirmation if this applies to digital billboards only and that this does not include static billboards or vinyls. Mr. Ritz explained the intent is to create a separate category for digital billboards with changing imagery and to leave the area of static billboards within M-1 and M-2 zoning districts removing them from the C-3 zoning district. He said these are two different types of billboards with different types of requirements. These are internally illuminated billboards not vinyl.

   Mr. Lalley referred to item #23 and asked what constitutes the first phase of development on a PAD. Mr. Ritz said the first phase of development would be the opening and operation of development that occurs as part of a significant portion of the proposed PAD.

3. Joseph White, Becker Boards, 4350 East Camelback Road, Suite B195, Phoenix, 85018. Mr. White asked for clarification on item #14 regarding unincorporated Maricopa County. Mr. Ritz said only those areas in Maricopa County within a platted subdivision recorded prior to January 1, 2000, specifically excluding the northeast corner of Glendale Avenue and the Loop 101 from the buffer applying at that point.

   Mr. White asked for clarification on #15 specifically the last sentence which states no digital billboard is permitted as a prelude to other development of the PAD. Mr. Ritz explained a billboard cannot be erected without any other investment. He said there needs to be additional construction.

   Mr. White said it appears this is addressed in item #23. Mr. Ritz said #23 also encourages development in the Sports and Entertainment District as a vital part of Glendale. Mr. White understands the intent of "first phase of development", however when staff states "other development", which is very vague, he asked if this doesn't open the door for other opportunities. He asked if landscaping could be considered as other development. Mr. Ritz said he does not believe so and stated that is not the intent.

   Last, Mr. White referred to #21 and stated as a small billboard company, it would be impossible for his company to ever do business in Glendale. He said if the intent is to keep the existing billboards currently approved in the city of Glendale with American Outdoor, then item #21 should be included in the Ordinance. Mr. White said Mr. Rovey explained there were two more billboards proposed along the freeway. Mr. White believed the American Outdoor billboards, approved by the City of Glendale, to be built in the future will produce revenue for the city. He asked for confirmation. Mr. Ritz stated he believed that is part of the lease agreement. Ms. Robberson stated she is not familiar with the terms of the lease for the billboards, although she is aware the billboards are subject to leases. She stated she presumes there is a lease payment. Mr. White asked if this is the only reason why the City of Glendale allowed these two billboards. Ms. Robberson stated she is not familiar with this. Mr. White stated he assumes the answer is yes, and if the city exercises its right to allow the other two billboards there will be a total of four billboards with eight faces. He said under this Ordinance, at the end of the lease term, the billboards could be removed from their currently locations and be erected on private land. If this were the case, the city would no longer receive any revenue. He wanted to be sure the city was aware of this. He said he is unclear on this portion of the ordinance.

With no one else wishing to speak, the Chairperson closed the public hearing.

Commissioner Sherwood stated the 4 to 1 removal of signs was established in order to remove existing static signs. He said he is concerned with this item. He is also concerned with the 2am to sunrise restriction. He does not feel this requirement should be included.

Commissioner Petrone said #15 and #21 are restrictive. He said they preclude participation. He is unsure how someone without existing billboards would be able to participate. Mr. Ritz explained those persons would need to acquire billboards through purchase or company acquisition. The intent is to decrease the amount of billboards in Glendale, however, if new billboards are being encouraged, the goal is to remove

billboards from other areas of the city and provide them with the same business opportunities that occur in other parts of the city.

Mr. Ritz added there were four billboards removed from the area of 51st Avenue and Olive Avenue. He said due to new development they were removed.

Commissioner Sherwood asked if the company that removed the four signs would be installing a new one at this location. Mr. Froke said those four boards were previously operated by CBS Outdoor.

Commissioner Sherwood asked how many static signs existing in the Sports and Entertainment District area. Mr. Froke said there is zero.

In response to a question from Commissioner Sherwood, Mr. Ritz said it is likely signs would be removed in other areas of the city with none currently existing in the Sports and Entertainment District along the Loop 101. He clarified the city is not restricting where billboard removal can occur.

Commissioner Williams asked if the city removed four static billboard signs when they installed their digital billboard signs. Mr. Ritz stated the city's PAD was negotiated by the city leadership as a separate PAD. The opportunities still exist for anyone to file a PAD with specific design standards.

Commissioner Williams said staff stated previously 19 billboards would be allowed. He asked if this included the two signs the city has erected and the two signs the city is anticipating to erect. Mr. Ritz said yes.

Commissioner Williams verified there would be a total of 19 billboards located within the three mile area. Mr. Ritz said yes.

Commissioner Williams asked if the new development to take place at Westgate would be a PAD. Mr. Ritz said yes, the developer of the upcoming shops at Westgate may apply for a PAD.

Commissioner Penilla commented the time restrictions listed in amendment #17 appear to be unnecessary.

Commissioner Larson stated he understood the requirement of removing four billboards in order to erect one was for the purpose of cleaning up the city. He believed this to be the Grand Avenue area more than other areas of the city. He added that development along the proposed area prior to the installation of billboards make sense. He believed this encourages effort from the developer if they truly want digital billboards.

Chairperson Kolodziej said he agrees with the beautification and the removal of existing signs. He noted his concern is which party is responsible for the costs.
With no further comments from the Commission, Chairperson Kolodziej called for a motion.

> **Commissioner Larson made a motion to recommend approval of ZTA11-01. Commissioner Shaffer seconded the motion.**

Chairperson Kolodziej asked for the Commissioners' comments.

Commissioner Williams stated he cannot support this request as he is concerned about the increase in traffic accidents. His second concern is the installation of 19 billboard signs. He felt this would create a major distraction for those travelling the Loop 101 and the Sports and Entertainment District.

Commissioner Sherwood stated he is in favor of digital billboards while realizing various parts of the city need to be cleaned up of billboards. He had no concerns with the sign height which is being recommended. He believed the development should take place prior to allowing billboards to be installed. He felt that if a property owner is making profit from billboards being erected on their property, they may have no motivation to develop the property. Commissioner Sherwood stated he is very concerned with item #21 as it makes things difficult for new companies coming into the city.

Chairperson Kolodziej stated he does not feel that digital billboards create no additional safety issues to those traveling the freeways. He stated if a company chooses to erect digital billboards and has four existing static billboards in the city they should be required to remove those four. However, if a company is coming into Glendale and they do not have four existing static billboards they should not be made to follow those same requirements.

Commissioner Larson voted aye.

Commissioner Shaffer stated he cannot support this request. He felt it would allow too many billboards. He voted no.

Commissioner Williams voted no.

Vice Chairperson Sherwood stated he must vote no because he does not agree with the four to one ratio sign removal requirement.

Commissioner Petrone voted no because of requirements #15 and #21.

Commissioner Penilla voted aye, and Chairperson Kolodziej voted aye.

Chairperson Kolodziej stated this motion has failed.

Ms. Deborah Robberson, Deputy City Attorney, stated this recommendation of denial will go forward to the City Council.

OTHER BUSINESS

Chairperson Kolodziej called for Other Business. There was none.

OTHER BUSINESS FROM THE FLOOR

Chairperson Kolodziej called for Other Business From The Floor. There was none.

PLANNING STAFF REPORT

Chairperson Kolodziej called for the Planning Staff Report. Ms. Perry introduced Planning Director, Jon Froke.

Mr. Froke stated on behalf of the Government Services Committee, Planning Commission, Planning Department Staff and Community Development Group, he wished to present a plaque of appreciation and lapel pin commemorating four years serving on the Planning Commission to Chairperson John Kolodziej. He said Mr. Koldoziej has provided great leadership to the Planning Commission over the past four years.

Chairperson Kolodziej stated this is the third commission on which he has served and hoped to continue to serve.

Commissioner Sherwood wished Chairperson Kolodziej well.

COMMISSION COMMENTS AND SUGGESTIONS

Chairperson Kolodziej called for Commission Comments and Suggestions. There were none.

ADJOURNMENT

With no further business, Commissioner Sherwood made a motion to adjourn the Meeting. Commissioner Penilla seconded the motion, which was approved unanimously. The meeting adjourned at 8:02pm.

The next meeting is scheduled for April 5, 2012.

Respectfully submitted,

_____

Diana Figueroa, Recording Secretary

***PLEASE NOTE: Since the Glendale City Council does not take formal action at the Workshops, Workshop minutes are not approved by the City Council.**

GLENDALE

MINUTES OF THE
GLENDALE CITY COUNCIL WORKSHOP SESSION
Council Chambers – Workshop Room
5850 West Glendale Avenue
November 15, 2011
1:30 p.m.

PRESENT: Vice Mayor Steven E. Frate and Councilmembers Joyce V. Clark, Yvonne J. Knaack, H. Phillip Lieberman, and Manuel D. Martinez

PARTICIPATING: Councilmember Norma S. Alvarez (via telephone)

ABSENT: Mayor Elaine M. Scruggs

ALSO PRESENT: Ed Beasley, City Manager; Horatio Skeete, Assistant City Manager; Craig Tindall, City Attorney; and Pamela Hanna, City Clerk

1. ZONING ORDINANCE TEXT AMENDMENT ZTA11-01: DIGITAL BILLBOARD SIGNS

PRESENTED BY: Jon M. Froke, AICP, Planning Director
Tabitha Perry, Assistant Planning Director

This is a request for City Council to provide input and guidance concerning the proposed text amendment to the Zoning Ordinance.

The proposed amendment is consistent with Council's goal of one community with quality economic development by permitting developers and property owners to erect digital billboard signs while protecting neighborhoods and property values.

The proposed amendment provides for a new definition and a new section to enact zoning regulations to permit digital billboards along the Loop 101 in the Sports and Entertainment District between Northern Avenue and Camelback Road.

Digital billboards will continue to be prohibited in all other areas of the city. This includes a prohibition along the Loop 101 between Bell Road and 51st Avenue, and the Grand Avenue Expressway. Digital billboards will continue to be prohibited along the Loop 303 and Northern Parkway as well.

A new section for digital billboards will ensure that proposed site locations have demonstrated a significant existing investment in the community, and prevent placement on small sites, which could negatively impact neighboring residential areas and property values.

Digital billboards are proposed to be limited to sites zoned Planned Area Development (PAD). The proposed amendment will require sites to have at least 1,000 feet of freeway frontage, and one-quarter mile (1,320 feet) between signs on a single PAD.

The Planning Department researched a variety of ordinances from numerous communities, from Tacoma to Tallahassee, and examined communications from several organizations, including the American Planning Association, as staff reexamined digital billboards. The proposal staff is presenting is similar to what other cities are regulating in their communities.

Council approved a comprehensive update of the Zoning Ordinance in 1993, which included billboard regulations.

The city adopted the Westgate PAD through a public hearing process in 2002, which included a large number of outdoor building and digital signs.

- The city notified Ellman Companies through written communication on March 17, 2009, that two variable message signs to display off-premise messages along the Loop 101 at Westgate were administratively approved. These signs have been installed.

- The city notified Ellman Companies through written communication on April 28, 2010, that two additional off-premise advertising message signs would be administratively approved to be permitted at Westgate. These two signs have not yet been installed.

The city took steps to remove multiple billboards from the Grand Avenue Expressway in 2008.

Urban billboards at 51st and Olive Avenues (Olive Marketplace) were removed in 2009.

Council rezoned the city's Park and Ride lot to PAD by the adoption of Ordinance No. 2686 New Series on June 23, 2009, to establish zoning which would satisfy Arizona Department of Transportation to permit erection of the first two digital billboards.

Council rezoned the city's sewer lift station at the northwest corner of Loop 101 and Camelback Road to PAD to permit the erection of a digital billboard by the adoption of Ordinance No. 2701 New Series on September 22, 2009.

Council rezoned the city's property at the northwest corner of Loop 101 and the Bethany Home Road alignment to PAD to permit erection of digital billboards by the adoption of Ordinance No. 2702 New Series on September 22, 2009.

Planning Commission initiated ZTA11-01 Zoning Text Amendment for digital billboards at the October 6, 2011 Planning Commission Workshop.

A neighborhood meeting was held to discuss this issue on November 9, 2011.

On August 4, 2011, the Planning Commission continued the freeway billboard sign section of ZTA09-01 to the October 6, 2011 Planning Commission Workshop. Freeway billboard signs were subsequently withdrawn by the city.

On June 2, 2011, the ZTA09-01 Zoning Ordinance Update was recommended for approval by the Planning Commission except for the freeway billboard sign section which was continued to August 4, 2011 Planning Commission Workshop.

For the June 2, 2011 Planning Commission public hearing, a notice of public hearing was published in *The Glendale Star* on May 12, 2011. Notification postcards of the public hearing were mailed to citywide interested parties on May 12, 2011. An email notice of the public hearing was emailed to all stakeholders who participated in the process on May 16, 2011.

Staff is seeking input and guidance from Council as staff continues with the Zoning Ordinance Text Amendment ZTA11-01.

Horatio Skeete, Assistant City Manager, introduced the item. He stated staff will be presenting suggestions and viable ideas that have been previously studied and can be incorporated into a zoning text amendment. He reiterated all suggestions today were open for discussion and assessment.

Jon M. Froke, AICP, Planning Director, began by providing information on text amendment ZTA09-01 which does not include freeway billboard signs. He explained that at the June 2, 2011 Planning Commission meeting, there had been many concerns and comments expressed by the public and commission relative to safety. Therefore, the ZTA09-01 Zoning Ordinance Update was recommended for approval by the Planning Commission except for the freeway billboard sign section which was continued to the August 4, 2011 Planning Commission workshop. On August 4, 2011, the Planning Commission continued the freeway billboard sign section of ZTA09-01 to the October 6, 2011 Planning Commission Workshop. The freeway billboard signs changes were subsequently withdrawn by the city. Staff's conclusion was to continue to move forward with the very important text amendments that will be coming before Council through a separate process. He explained that over the last three months, staff had conducted additional research as to what other cities are doing and noted other cities are also struggling with the same issues regarding digital billboard signs. He stated staff has asked the Planning Commission to initiate the new text amendment ZTA11-01. He explained their intention today was to present in concept what ZTA11-01 might look like with respect to digital billboards. He noted staff would like the Council's input to see if staff was moving in the right direction.

Councilmember Clark asked if safety and what other cities were doing were the only two topics staff researched for the Planning Commission. Mr. Froke replied yes. Councilmember Clark asked what the results were in regards to safety and digital billboards. Mr. Froke stated the next presenter will be covering that issue. Councilmember Clark asked if Council will also be informed on what other cities were doing. Mr. Froke replied yes.

Tabitha Perry, Assistant Planning Director, presented a slide presentation. She explained the amendment to the zoning ordinance concerning digital billboards leaves the current section of the zoning ordinance dealing with billboards unchanged with one exception. Staff proposes to

prohibit billboards in Heavy Commercial (C-3) zoning districts to protect established neighborhoods and Centerline. Staff also requested to update the zoning ordinance by adding a new section regulating digital billboard signs to include a definition for digital billboard signs as well as a criteria for digital billboards and regulations. This proposal is only intended for property located adjacent to the Loop 101 in the Sports and Entertainment District between Northern Avenue and Camelback Road. Digital billboards will continue to be prohibited in all other areas of the city. This plan also includes a prohibition along the north Loop 101 between Bell Road and 51st Avenue, and the Grand Avenue Expressway. The proposed digital billboard criteria is limited to locations adjacent to the Loop 101 between Camelback Road and Northern Avenue, to sites zoned Planned Area Development (PAD) and no digital billboard sign shall be erected prior to the first phase of development on a PAD.

Ms. Perry stated the proposed distance, height and size regulations were as follows: distance between digital billboards on the same PAD, one-quarter mile or 1,320 feet; setback from property line of adjacent PAD, 330 feet; distance between digital billboards on different PADs, 660 feet; distance from residentially zoned property, 1,000 feet; distance from Loop 101, within 330 feet; maximum square footage, 675 square feet, and maximum height, 60 feet. The proposed display regulations allow for daytime and nighttime luminance standards. They require automatic dimming based upon ambient lighting conditions such as evening and overcast weather. A minimum eight second frequency of image changes and message sequencing such as the use of multiple digital billboards in a row to convey a message is prohibited. In addition, a required default black display in the event of malfunction is required.

Councilmember Lieberman asked if the 675 square foot maximum was on both sides of the billboard. Ms. Perry replied yes. Councilmember Lieberman noted it was a very big sign.

Councilmember Knaack asked what size billboards the city currently has. Ms. Perry replied 675 square feet. She added staff was trying to imitate what they currently have at the park and ride location.

Ms. Perry explained the proposed operation and safety regulations. She noted staff will limit the hours of operation to no illumination between 2:00 a.m. and sunrise. She explained that other cities' hours of operation range from 24 hours to no illumination from 11 p.m. to sunrise. Advertisements will be limited to single frames and the city will be allowed the right to pre-empt advertisements for public safety emergencies and adherence to new safety requirements if conclusive research findings develop. She stated that currently 450,000 billboards exist today and only a small percentage of those billboards were actually digital boards. She indicated that there was not enough data collected to truly determine if this was a safety issue. Therefore, staff proposes a regulation that if conclusive evidence of safety data was collected and staff concurs with the data, then any existing or new billboards will need to adhere to the new safety regulations as they come out.

Councilmember Clark asked who determined if the data research was conclusive. Ms. Perry stated it would be a combination of the billboard industry, planning association and staff. She added staff has initiated the citizen participation process which included neighbors within 300 feet from where any potential billboards could be located. She indicated the next step in the process was the November 17, 2011 Planning Commission workshop to discuss the proposed text amendment. On December 1, 2011, the Planning Commission will hold another workshop

and public hearing on this text amendment. Finally, on January 24, 2012, the Council at an evening meeting will consider adoption of the proposed ordinance.

Councilmember Clark inquired if staff would consider the option of not having any more digital billboards. Mr. Froke stated that was a Council option. Councilmember Clark asked if the billboards at Westgate were on city-owned land. Mr. Froke stated four were located on Loop 101, two were city-owned and two were privately owned. Councilmember Clark asked if the city received any revenue from the placement of those billboards. Mr. Froke explained that on the City's Park and Ride lot there was an agreement with their partners and the city does realize some financial benefit. However, on the Westgate property, there was no city derived revenue. Councilmember Clark asked if these billboards were to go up, would the city derive any revenue from them. Mr. Froke noted that staff was looking into a licensing agreement similar to the processed established for the medical marijuana fee. Councilmember Clark asked if they were to obtain a fee schedule, would those funds go into the general fund. Mr. Froke replied yes. Councilmember Clark remarked if this item were to pass, the only place for the billboards would be in the Yucca district. Therefore, she could not support any fee plan unless the revenue was directed towards a special fund to be used for future amenities the Yucca district does not have. She suggested staff consider creating a special revenue fund since the district will bear the burden of having the billboards.

Councilmember Clark asked if Camelback Ranch was a PAD. Mr. Froke stated he would check on that issue as the site is located in the City of Phoenix. Councilmember Clark noted the city sometimes passes some subdivisions as PADs. Mr. Froke replied that occasionally they do. Councilmember Clark indicated that since the billboards were limited to sites zoned Planned Area Development, what was to keep a company from putting up a digital billboard in a residential PAD? Mr. Froke explained the provision of 1,000 feet from residential properties. Councilmember Clark recommended changing the 1,000 feet to 1,320 to mirror what is required between digital billboards. Mr. Froke stated he would look into it.

Councilmember Clark commented on the proposed operation and safety regulations. She stated she would only support 11 p.m. to sunrise as a prohibition. She asked if staff had any evidence that erecting digital billboard signs around neighborhoods would lower property values. Mr. Froke explained that staff had no hard evidence; however, there was public testimony at the August 4th meeting from residents who believe it would diminish their property values. Councilmember Clark restated her question asking if staff had any hard evidence. Mr. Froke replied no.

Councilmember Clark noted that in an Arizona Republic story there were only two zip codes where property values increased slightly. These zip codes were exactly where the billboards are proposed. She offered another suggestion to staff that instead of their proposal to start from Northern Avenue down to Camelback Road, she would instead reduce that from Glendale Avenue to Camelback Road.

Councilmember Alvarez stated that before they make any decision, they need to know all the facts on how this would affect property values. In addition, she believes any revenue received from billboard fees should stay in the district they were affecting.

Vice Mayor Frate stated that along the Loop 101 there has been a lot of zoning approved for multi-story and mix-retail office buildings. He asked what were the heights of those buildings and if they could be an adequate buffer. Mr. Froke explained that the sports entertainment district was defined, in the city's general plan and zoning policies of the last ten years, as an employment corridor and a very important non-residential component for the three mile stretch of Loop 101. He stated building heights ranged from one to forty stories high. He noted the stadium was approximately 225 feet high. Vice Mayor Frate asked if the existing billboard was 80 feet tall and if staff was proposing 60 feet. Mr. Froke stated he was correct. Vice Mayor Frate noted that buildings will be added in between and will serve as buffers. Mr. Froke agreed.

Councilmember Martinez wondered about a newspaper article stating the city had no standards regarding billboards and billboards were only reviewed on a case-by-case basis. Mr. Froke explained the city has no standards for digital billboards; however, they do have them for conventional billboards. He noted the digital billboards were currently dealt with through the PAD zoning process. Councilmember Martinez thanked staff for all the work they have done on this item. He stated that in respect to the funds going to the Yucca district, he still needs some more time to think about this issue. However, his first thought might be that this revenue should be available to all. He remarked that there was still not enough evidence regarding billboards and low property values. Mr. Froke stated staff will continue their research on that issue. Councilmember Martinez noted that if the data confirms property values do decline with the presence of billboards, it might be reasonable to have any revenue go to the Yucca district. He added that in regards to the distance, he believes it was reasonable.

Councilmember Alvarez stated that in response to Councilmember Martinez comments, her suggestion was still for the funds to go to the Yucca district or South and Southwest Glendale. She explained they need to take any opportunity to help the neglected areas and try and make things fair. She added they should not be putting more money in the northern part of Glendale when other parts need it more.

Vice Mayor Frate stated the city has removed billboards along Grand Avenue and billboards are now prohibited. He explained those billboards had been put in place 50 years ago when the communities were still growing. However, they are now being removed to improve the quality of life in South Glendale.

Councilmember Martinez stated he was not looking for money for the northern part of the city. However, his concern was for the employees that were still going through furlough, reduced library hours and decreased city amenities. Therefore, he believes that extra money should go to the general fund to benefit all.

Councilmember Knaack wondered how close any residential community would be to the three mile stretch. Mr. Froke stated the nearest residential community was ¼ mile or 1,320 feet from Loop 101. Councilmember Knaack stated she had no problem with changing the 1,000 to the ¼ mile distance. As far as the illumination sign issue, she believes the sign should be on 24 hours. She said it made no sense to have a digital sign that was turned off in the middle of the night and in fact, it might wake up drivers in the middle of the night. In regards to the funds from the billboards, they should go to the general fund to be used for any city needs.

Councilmember Lieberman commented on the sign-free ordinance that was created in 1987, when there were no freeways, in order to clean up the city. He was concerned with signs being erected and someone buying the property and rezoning it residential. He was confident Glendale will boom again with new developments. He believes this goes against what they have been trying to do since 1987. He would like some additional time to study this item since he still has many issues to consider. He would like to see the text amendments before he makes a decision.

Craig Tindall, City Attorney, explained that the jurisdictional boundaries will dictate who decides what sign goes where. He believes Camelback on the southern border would be the boundary on the Loop 101. Therefore, anything south of Camelback Road would be in Phoenix's jurisdiction.

Councilmember Clark commented on the building heights around Westgate. She supports the idea of eliminating billboards from C-3. She noted this text amendment could stand alone should the billboard issue not move forward. In regards to the funding that might be collected from licensing, she still believes the funding should go into a fund strictly devoted to amenities in the western part of Glendale. She explained that in north Glendale, residents had opposed billboards because it might lower their property values. Therefore, she believes it would be absurd not to compensate the district since they are being penalized.

Councilmember Clark stated that Westgate was a very important business and residential component in Glendale. She took exception to Mr. Froke's comment of it only being an important business component in Glendale. She noted there was certainly a major residential component that will be affected by digital billboards. Mr. Froke explained the point he was trying to make was that the sports and entertainment district was unique to the city with a mixed use employment corridor and retail destination. However, he agreed that Westgate also has a residential component.

Councilmember Clark asked staff to define what "significant development" means in regards to where a digital billboard would be allowed. Mr. Froke explained this issue had not been defined at this point. He noted staff will be developing a plan in the next few months; preferably a plan with some flexibility on what a significant development would look like and believes it will be determined on a case-by-case basis. Councilmember Clark asked if staff had an idea of what a minimal development might look like. Mr. Froke explained that decisions over the summer on ZTA09-01 focused on a minimum size of 120,000 square feet of development. He noted that as discussed earlier, this item was now off the table and back to square one with ZTA11-01. Councilmember Clark indicated that should this text amendment move forward, she hopes staff was ready to provide a greater sense of what the development standards would be. She reiterated her position of creating a special fund for west Glendale.

Vice Mayor Frate commented on when Loop 101 was first constructed and the city's foresight not to allow residential zoning along the 101. In reference to north Glendale not allowing billboards, it was a good decision since homes are built near the freeway. This is not the case in the Yucca district nor will it be since it was not zoned single family homes. It is zoned business, mixed-used, retail and multi-stories. He stated that Councilmember Clark was comparing apples to oranges and the issues were not the same. He believes erecting the billboards won't be a problem since there are no homes there; therefore, nobody is being harmed. Additionally, future zoning does not allow for residential development. He agreed with staff's proposals on the

billboard's criteria, safety and regulations. He thanked staff for the work and research done on this item. He hopes the Council had provided enough input for them to proceed.

Councilmember Clark remarked there was only one place where these billboards could be put up and that was the Westgate area. Therefore, she suggests they decrease the area from Glendale Avenue to Camelback Road.

Councilmember Martinez thanked staff and the Planning Commission for their preparation and extensive research on this item. He also acknowledged the Planning Commission Chair attending tonight. Mr. Froke thanked Council for their input today. He added this was the early part of the process and staff will continue to work on this item through the holidays and revisit with Council in a couple of months.

As no further business was discussed, Vice Mayor Frate adjourned the meeting.

ADJOURNMENT

The meeting was adjourned at 2:35 p.m.

Planning Department Staff Report

DATE: March 1, 2012 **AGENDA ITEM:** 1

TO: Planning Commission

FROM: Tabitha Perry, Assistant Planning Director
PRESENTED BY: Thomas Ritz, AICP, Senior Planner

SUBJECT: **ZONING ORDINANCE TEXT AMENDMENT ZTA11-01: DIGITAL BILLBOARDS – CITYWIDE**

REQUEST: A request by the City of Glendale Planning Department to amend Zoning Ordinance to provide for a new definition and a new section to enact zoning regulations to regulate Digital Billboards (DBB) along the Loop 101 in the Sports and Entertainment District and prohibit billboards in the Heavy Commercial (C-3) zoning district.

REQUIRED ACTION: The Planning Commission must conduct a public hearing and determine if this request is consistent with the General Plan and Zoning Ordinance.

RECOMMENDATION: The Planning Commission should recommend approval.

PROPOSED MOTION: Move to recommend approval of ZTA11-01.

SUMMARY: This is a request to amend the Zoning Ordinance. The amendment will remove the right to erect billboards in the Heavy Commercial (C-3) zoning district and will establish a set of development standards to regulate Digital Billboards along the Loop 101 in the Sports and Entertainment District.

COMMISSION ACTION: Motion made by Commissioner Larson to recommend APPROVAL of ZTA11-01. Motion seconded by Commissioner Shaffer. The motion FAILED with a vote of 3 to 4 with Commissioners Penilla, Shaffer, Williams, and Vice Chairperson Sherwood voting nay.

DETAILS OF REQUEST:

The proposed changes will result in the amendment of the zoning ordinance to prohibit billboards in the Heavy Commercial (C-3) zoning district and address the placement of digital billboards. Following concerns that digital billboard signs were permitted only on land owned by the city, and as part of a lease agreement with the city, this zoning text amendment is proposing to permit Digital Billboard Signs along the Loop 101 in the Sports and Entertainment District between Northern Avenue and Camelback Road. They will continue to be prohibited in all other areas of the city. Unlike previous proposals, they will continue to be prohibited along Loop 101 between 51st Avenue and Bell Road, and they will continue to be prohibited along the Loop 303 and Northern Parkway.

The Zoning Text Amendment will provide a new definition of Digital Billboards matching size and frequency of advertisement change of the two existing billboards on the Park and Ride Lot property in the Sports and Entertainment District. Digital Billboards are proposed to be limited to sites zoned Planned Area Development (PAD). The amendment will require sites to have at least 1,000 feet of freeway frontage, and one-quarter mile (1,320) feet between signs on a single PAD.

Heavy Commercial (C-3) zoning is primarily in the center of the city, including within the Glendale Centerline. There are no properties zoned C-3 north of Thunderbird Road or between 91st Avenue and the Agua Fria River.

CITIZEN PARTICIPATION TO DATE:

Planning Commission Public Hearing:
A Notice of Public Hearing was published in *The Glendale Star* on February 9, 2012. Notification postcards of the public hearing were mailed to the citywide interested parties and property owners within 300 feet of the area where Digital Billboards are proposed to be permitted on February 9, 2012.

Public testimony concerning Freeway Billboard Signs occurred at the Planning Commission meetings of June 2, 2011 and August 4, 2011 as part of ZTA09-01 Zoning Text Amendment Ordinance Update. On June 2, 2011 Planning Commission voted to continue discussion of the section of ZTA09-01 concerning Freeway Billboard Signs to the August 4, 2011 Planning Commission meeting. On August 4, 2011 Planning Commission voted to continue discussion of the section of ZTA09-01 concerning Freeway Billboard Signs to the October 6, 2012 Planning Commission meeting. Prior to the October 6, 2011 meeting, consideration of Freeway Billboard Signs as a part of ZTA09-01 was withdrawn from consideration by the city.

A Notice of Public Hearing for the June 2, 2011 Planning Commission public hearing was published in *The Glendale Star* on May 12, 2011. Notification postcards of the June 2, 2011 public hearing were mailed to the citywide interested parties and property owners within 300 feet of the area where Digital Billboards are proposed to be permitted on May 12, 2011.

Neighborhood Meeting:
On November 9, 2011 from 5:00pm to 6:00pm, a neighborhood meeting was held at the Glendale City Council Chambers, 5850 West Glendale Avenue and approximately 30 people attended. The comments received repeated those previously mentioned concerning fairness and utilizing dimensions and standards of the existing billboard on the city's Park and Ride Lot as the standard for future billboards.

On October 26, 2011, staff, as the applicant, mailed 47 notification letters regarding a neighborhood meeting to property owners within 300 feet of the proposed area within the Sports and Entertainment District and those persons listed as Interested Parties on the City-Wide Additional Notification list. The letter provided a brief description of the text amendment request and provided several ways for individuals to respond with questions or concerns. The letter is attached to the Citizen Participation Final Report.

Applicant's Citizen Participation Plan:
On May 14, 2009, notification letters were mailed to the citywide interested parties list. The Planning Department did not receive any response regarding the request. The Citizen Participation Final Report is attached.

As the subject matter for ZTA11-01, Digital Billboards was also previously considered as Freeway Billboard Signs as a part of ZTA09-01, public notice and public comments concerning this item was also received at the June 2, 2011 and August 4, 2011 Planning Commission public hearing when ZTA09-01 was under consideration.

A legal ad in *The Glendale Star* newspaper was published on November 10, 2011, which indicated which sections of the Zoning Ordinance were proposed to be amended.

Stakeholder's Meetings:
A total of six meetings were held with various stakeholder groups as identified by the Planning Department. Meetings were held in January and February 2009. Several of the stakeholders did participate and provided comments. All of the comments received as part of the updates are available for viewing at the Planning Department. Overall, the responses to the changes were positive. The Homebuilders Association of Central Arizona reviewed the ZTA and had no comments or requests. The Arizona Multi-Housing Association reviewed the ZTA and made recommendations on signage. Valley Partnership reviewed the ZTA and found it to be well organized and thought out. The Arizona Wireless Association reviewed the ZTA and made recommendations.

STAFF FINDINGS AND ANALYSIS:

Findings:

- This is a focused request, proposing an amendment which addresses a specific topic.
- This request should not represent billboard creep, as existing billboards in Glendale will remain unchanged.

- Billboard companies have placed conventional billboards at scattered locations in Glendale on sites zoned C-3, M-1, and M-2.
- The Zoning Ordinance Amendment would eliminate C-3 as one of the zoning districts which allows conventional billboards.
- Eliminating C-3 would help protect existing established neighborhoods and historic districts.
- MAG (Maricopa Association of Governments) has been working to prohibit billboards since 1987.

Analysis:

- By providing a new section concerning Digital Billboards, the current section that addresses billboards will remain unchanged, except for the prohibition of billboards in Heavy Commercial (C-3) zoning districts. Existing billboards will not be converted into Digital Billboards with changeable panels.
- A new section for Digital Billboards will ensure that proposed site locations have demonstrated a significant existing investment in the community, and prevent placement on sites, which could negatively impact neighboring areas.
- There is no support for amending the zoning on other properties to Planned Area Development to permit Digital Billboards.
- The amendment will emphasize that Digital Billboards are only to be erected in proximity to the Sports and Entertainment District.

RECOMMENDATION:

The Planning Commission should recommend approval of ZTA11-01.

ATTACHMENTS:

1. Citizen Participation Final Report (without mailing labels), approved February 6, 2012.
2. Map of the Loop 101 Corridor where Digital Billboards might be erected.

PROJECT MANAGER: Thomas Ritz, AICP, Senior Planner (623) 930-2588
tritz@glendaleaz.com

REVIEWED BY:

Jon M. Froke
Planning Director

Deputy City Manager

TR/df

CITIZEN PARTICIPATION FINAL REPORT

FOR

ZTA11-01
DIGITAL BILLBOARD SIGNS TEXT AMENDMENT

CITYWIDE

ZONING ORDINANCE TEXT AMENDMENTS TO VARIOUS SECTIONS OF THE ZONING ORDINANCE

GLENDALE AZ

APPROVED
Thomas Ritz 2/6/12
SIGNATURE DATE

PREPARED ON: February 2, 2012
PREPARED BY:
Thomas Ritz, AICP
Senior Planner
City of Glendale Planning Department

The purpose of the Citizen Participation Final Report is to provide information regarding the methods and results of the public notification process.

Staff Contact: Thomas Ritz, AICP, Senior Planner
Text Amendment City-Wide

PROJECT DESCRIPTION

This is a Zoning Text Amendment to amend the zoning ordinance to provide definitions and reasonable zoning regulations concerning the locations and operations of Digital Billboards. This new zoning text amendment will implement reasonable regulations concerning Digital Billboards within the City of Glendale.

Section 2.300 Definitions is proposed to be amended to add a definition for digital billboards. A new Section 7.110 – Digital Billboards is proposed to be added to the zoning ordinance. This new section, placed in the General Development Standards section of the ordinance, will apply only to properties located along the Loop 101 in the city's Sports and Entertainment District, between Northern Avenue and Camelback Road, like the existing parts of this section concerning signs, landscaping, buffering, and walls, accessory buildings and uses, off street parking, standards for uses subject to conditions (including adult businesses), wireless communication facilities, and freeway development standards. Sections 7.103 Prohibited Signs and 7.106 Billboards will also be amended to clarify what a reader board is and to prohibit billboards in the C-3 (Heavy Commercial) zoning district.

PUBLIC NOTIFICATION AND CITIZEN PARTICIPATION TECHNIQUES USED

Staff utilized several techniques to involve the public:

On November 15, 2011 staff presented the proposed zoning text amendment to the City Council at their City Council Workshop. Council directed staff to continue working on the amendment. Staff did not perceive any Council consensus for changing the text amendment during the workshop.

On November 9, 2011 from 5:00 pm to 6:00 pm, a neighborhood meeting was held at the Glendale City Council Chambers, 5850 West Glendale Avenue and approximately 20 people attended. A copy of the sign-in sheet is attached as Exhibit C. The comments received repeated those previously mentioned concerning fairness and utilizing dimensions and standards of the existing billboard on the city's Park and Ride Lot as the standard for future billboards.

On October 26, 2011, staff, as the applicant, mailed 47 notification letters regarding a neighborhood meeting to property owners within 300 feet of the proposed area within the Sports and Entertainment District and those persons listed as Interested Parties on the

City-Wide Additional Notification list. The letter provided a brief description of the text amendment request and provided several ways for individuals to respond with questions or concerns. The letter is attached as Exhibit A, and the mailing labels as Exhibit B.

As the subject matter for ZTA11-01, Digital Billboards was also previously considered as Freeway Billboard Signs as a part of ZTA09-01, public notice and public comments concerning this item was also received at the June 2, 2011 and August 4, 2011 Planning Commission public hearings when ZTA09-01 was under consideration.

A legal ad in the *Glendale Star* newspaper was published on November 10, 2011, which indicated which sections of the zoning ordinance were proposed to be amended.

While Freeway Billboard Signs was an item of consideration as part of ZTA09-01, notice of the proposed zoning ordinance amendment and a draft copy of the text of the amendment for ZTA09-01 were placed on the Planning Department page of the City of Glendale's internet site. This web page was updated when the draft zoning ordinance was revised.

PUBLIC COMMENTS

The above methods of communication were successful in obtaining comments regarding the proposed changes. All concerns, issues, and problems expressed during the process have been addressed by staff. There are no concerns, issues, and problems staff is unwilling or unable to address.

Copies of the comments received since the October 6, 2011 Planning Commission Workshop are attached as Exhibit D. Comments received and articles written prior to the October 6, 2011 Planning Commission Workshop were included as attachments to the Planning Commissioner memo or to prior memos to the Planning Commission when Freeway Billboard Signs were being considered as part of ZTA09-01.

Exhibit A

Neighborhood Meeting Notification Letter

Planning Department
Memorandum

DATE: October 26, 2011

TO: Interested Parties & Stakeholders

FROM: Jon Froke, AICP, Planning Director

SUBJ: Zoning Ordinance Text Amendment

The City of Glendale is beginning the process of establishing parameters for digital billboards in the Sports & Entertainment District and reviewing the existing parameters for conventional billboards in an effort to protect neighborhoods. The S&ED is the geographic area adjacent to Loop 101 between Northern Avenue and Camelback Road.

This work will be accomplished through a Zoning Ordinance Text Amendment. The ZTA will require citizen participation efforts, Planning Commission input and recommendation and ultimately City Council adoption.

We are early in the process and wish to receive your input. You are invited to attend a neighborhood meeting to discuss the ZTA. The meeting will be held as follows:

Zoning Text Amendment Neighborhood Meeting
Wednesday, November 9, 2011
5:00 to 6:30 p.m.
City Council Chambers
5850 West Glendale Avenue
Glendale, AZ 85301

Free parking is available in the Glendale Municipal Office Complex parking structure and on adjacent surface streets in Historic Downtown Glendale.

Please contact Thomas Ritz, AICP, Senior Planner, at (623) 930-2588 or tritz@glendaleaz.com if you have any questions or wish to discuss the ZTA before the neighborhood meeting.

We look forward to your participation in this endeavor.

JMF:mc

Exhibit B

List of Interested Parties notified for the November 9, 2011 Neighborhood Meeting and Mailing Labels of Interested Parties on the City-wide Notification list

10.28.11
Stakeholder Contact Information
ZTA11-01
Freeway Billboard Signs

1. **American Outdoor**
   Tom LeClair tom@americanoutdoor.net
   Jonathan Levine Jonathan@Americanoutdoor.net
   Withey Morris
   Jason Morris jason@witheymorris.com

2. **CBS Outdoor**
   David Scott. david.scott@cbsoutdoor.com
   Snell & Wilmer
   Nick Wood nwood@swlaw.com
   Donna Sampson dsampson@swlaw.com

3. **EMRLAND LLLP**
   Ron Rovey ronrovey@gmail.com
   Paul Rovey Paul@rovey.com
   Jon Paladini Law
   Jon Paladini jon@livabilitylaw.com

4. **Earl, Curley & LaGarde**
   Ric Toris rtoris@ecllaw.com

5. **Skyline Consultants, LLC**
   Jason P. Allen Ja.skyline@mindspring.com

6. **Becker Boards, LLC**
   Mark D. Becker mbecker@beckerboards.com

Exhibit C

Copy of the Sign-in Sheet for the
Neighborhood Meeting held
November 9, 2011

GLENDALE

ZTA11-01 ZONING TEXT AMENDMENT
NEIGHBORHOOD MEETING

5:00 p.m. Wednesday, November 9, 2011
City Council Chambers
Glendale City Hall

Name (Please Print)	Email Address (Please Print)
RON ROVEY	RonRovey@gmail.com
Jon Paladini	jon@livabilitylaw.com
Mark Becker	MBecker@BeckerBoards.com
TOM LECLAIR	Tom@AmericanOutdoor.net
JONATHAN LEVINE	Jonathan@AmericanOutdoor.net
TED LECLAIR	
Alan Beaudoin	abeaudoin@lvadesign.com
Bobbie Garland	
Jim Jason	JJAS management@Cox.Net
DAVID SCOTT	David.Scott@CBSOutdoor.com
JUSTIN LALLEY	JUSTIN.LALLEY@CBSoutdoor.com
Gary Sherwood	garysherwood@cox.net
John Kolodziej	jkolodz@cox.net
Mark Hawlin	Mark.hawlin@CBSoutdoor.com
JULIE JOHNSON	CTTNPICKER@AOL.COM
Dow Terry	dterry@brandedcities.com
David Downey	daviddowney@clearchannel.com
GARY HURSH	GARYHURSH@COX.NET

Exhibit D

Public Comments Received
Since October 6, 2011

GLENDALE

ZTA11-01 ZONING TEXT AMENDMENT - NEIGHBORHOOD MEETING – COMMENT CARD
5:00 p.m. Wednesday, November 9, 2011
City Council Chambers -
Glendale City Hall

Name _____

Company _____

The amendment to the zoning ordinance concerning digital billboards leaves the current section of the zoning ordinance dealing with billboards unchanged with one exception. The change to existing zoning ordinance proposes to prohibit billboards in Heavy Commercial (C-3) zoning districts to protect neighborhoods. A request to the Planning Commission to update the existing zoning ordinance will add a new section regulating digital billboard signs to include: A definition for digital billboard signs-Criteria for digital billboards-Regulations

Proposed Criteria for Digital Billboards • Limited to locations adjacent to the Loop 101 (between Camelback Road and Northern Avenue) • Limited to sites zoned Planned Area Development (PAD) • Amount of development that must occur on a PAD before a Digital Billboard Sign can be erected	Agree ___ Do Not Agree ___ Comments: Agree Agree
Proposed Distances Size & Height on Billboards • Distance between digital billboards – on the same PAD • Distance between digital billboards - on different PADs • Distance from residentially zoned property • Distance from Loop 101 • Maximum square footage • Maximum height	Agree ___ Do Not Agree ___ Comments: Should calculate one image per second between seconds when traffic is 50 speed limit Distances calculated by miles, not key length of PADs protect residential Limit — Limit Limit

Proposed Display Regulations • Daytime and nighttime luminance standards • Dimming based upon ambient lighting conditions (evening, overcast weather) • Animation and video images • Frequency of image changes • Limits on message sequencing (use of multiple digital billboards in a row to convey a message) • Require default black display in the event of malfunction	**Agree ___ Do Not Agree ___ Comments:** S/ not be less frequent for safety reasons Agree
Proposed Operation & Safety Regulations • Limits on hours of operation • Advertisements limited to single frames • Single or multiple frame advertisements • Should City have the right to pre-empt advertisements for public safety emergencies • Adherence to new safety requirements if conclusive research findings develop	**Agree ___ Do Not Agree ___ Comments:** One ad per billboard. Agree Agree

Additional Comments

Excellent comment by Mr. Fleury about the purpose of these billboards being to inform motorists where traffic about Sports & Entertainment

GLENDALE

ZTA11-01 ZONING TEXT AMENDMENT - NEIGHBORHOOD MEETING – COMMENT CARD
5:00 p.m. Wednesday, November 9, 2011
City Council Chambers -
Glendale City Hall

Name Ronald N. Rovey

Company Rovey Farms

The amendment to the zoning ordinance concerning digital billboards leaves the current section of the zoning ordinance dealing with billboards unchanged with one exception. The change to existing zoning ordinance proposes to prohibit billboards in Heavy Commercial (C-3) zoning districts to protect neighborhoods. A request to the Planning Commission to update the existing zoning ordinance will add a new section regulating digital billboard signs to include: A definition for digital billboard signs-Criteria for digital billboards-Regulations

	Agree ___ Do Not Agree ___ Comments:
Proposed Criteria for Digital Billboards	
• Limited to locations adjacent to the Loop 101 (between Camelback Road and Northern Avenue)	Agree
• Limited to sites zoned Planned Area Development (PAD)	Not essential
• Amount of development that must occur on a PAD before a Digital Billboard Sign can be erected	None. Billboards do not relate to the development on the property. Billboards relate entirely to traffic passing by on the freeway.
	Agree ___ Do Not Agree ___ Comments:
Proposed Distances Size & Height on Billboards	
• Distance between digital billboards – on the same PAD	– 500 feet
• Distance between digital billboards - on different PADs	– 250 feet from neighboring property lines
• Distance from residentially zoned property -	– 500 feet
• Distance from Loop 101	– from property line up to 330 feet
• Maximum square footage	– 14 feet x 48 feet
• Maximum height	– 70 feet high

Proposed Display Regulations • Daytime and nighttime luminance standards • Dimming based upon ambient lighting conditions (evening, overcast weather) • Animation and video images • Frequency of image changes • Limits on message sequencing (use of multiple digital billboards in a row to convey a message) • Require default black display in the event of malfunction	Agree ___ Do Not Agree ___ Comments:
Proposed Operation & Safety Regulations • Limits on hours of operation • Advertisements limited to single frames • Single or multiple frame advertisements • Should City have the right to pre-empt advertisements for public safety emergencies • Adherence to new safety requirements if conclusive research findings develop	Agree ___ Do Not Agree ___ Comments:

Additional Comments

_____

_____

_____

_____

_____

_____

Ritz, Thomas

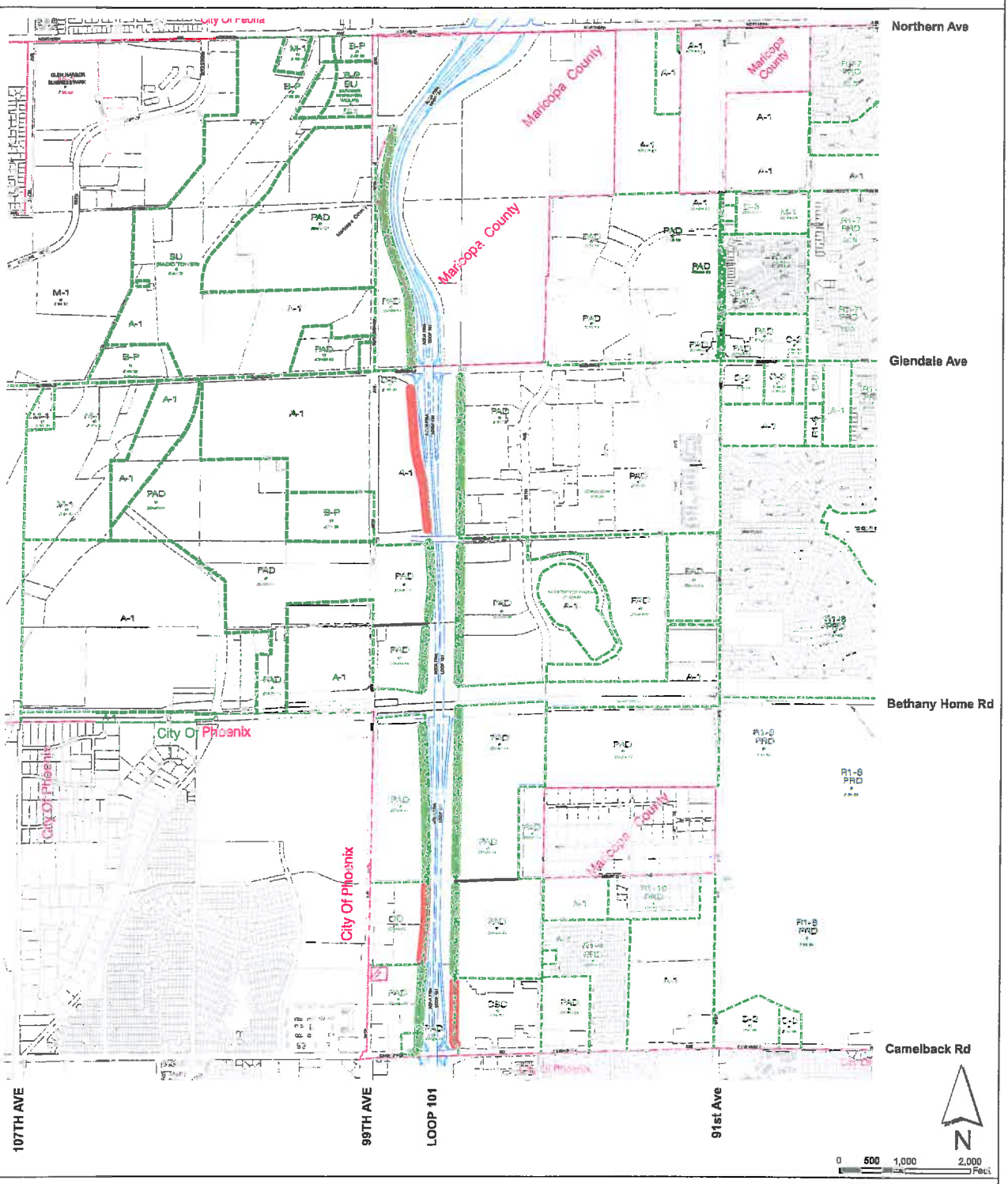
From: John Krystek [johnkrystek@cox.net]
Sent: Saturday, November 12, 2011 8:47 AM
To: Ritz, Thomas
Subject: Billboard Proposal

Sir, if I may offer my input. I would suggest that the boards only be allowed in the Sports Entertainment District as long as they do not border a residential area. I feel these billboards or any billboards for that matter detract from a residential neighborhood and thus would negatively affect the home values and quality of life of those residents. Thanks,

John Krystek
17457 N 60th Ave
Glendale, Az 85308
602-978-8566

Digital Billboard Signs

LOOP 101



LEGEND

- APPROVED PLANNED AREA DEVELOPMENT (PAD) INCLUDES AT LEAST 1,000 FEET OF LINEAR FRONTAGE
- LOT HAS 1,000 FEET OF LINEAR FRONTAGE AND IS NOT ZONED PAD (REZONE WOULD BE REQUIRED)

Prepared By City of Glendale Planning Department: September 2011

ORDINANCE NO. 2808 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 13614 NORTH 59TH AVENUE FROM C-O (COMMERCIAL OFFICE) TO G-O (GENERAL OFFICE); AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glendale Planning Commission held a public hearing on June 7, 2012 in zoning case ZON12-01 in the manner prescribed by law for the purpose of rezoning property located at 13614 North 59th Avenue from C-O (Commercial Office) to G-O (General Office);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the *Glendale Star* on May 17, 2012; and

WHEREAS, the City of Glendale Planning Commission has recommended to the Mayor and the Council the zoning of property as aforesaid and the Mayor and the Council desire to accept such recommendation and rezone the property described on Exhibit A.

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

SECTION 1. That a parcel of land in Glendale, Maricopa County, Arizona located at 13614 North 59th Avenue and more accurately described in Exhibit A to this ordinance, is hereby conditionally rezoned from C-O (Commercial Office) to G-O (General Office).

SECTION 2. That the rezoning herein provided for be conditioned and subject to the following:

1. Development shall be in substantial conformance with the development plan date stamped April 25, 2012.

2. All utility lines less than 69 kV located adjacent to the site shall be placed underground.

3. The wooden utility pole located at the northeast corner of the property shall be removed prior to the issuance of a Certificate of Occupancy.

4. The project will be allowed only one driveway on 59th Avenue that is right-in and right-out only. The project will be required to build a pork chop island on their driveway and place necessary signs to restrict left turn movements.

5. Dedication of additional right-of-way on 59th Avenue to provide a total half-width of 55 feet shall be made before building permits are issued for any development on the property.

6. All half-street improvements on 59th Avenue adjacent to the site shall be completed prior to the issuance of a Certificate of Occupancy. Required improvement standards are determined by the City of Glendale Engineering and Design Construction Standards.

7. Prior to the issuance of a Certificate of Occupancy, the applicant shall complete a Minor Land Division to combine the two lots into one.

SECTION 3. Amendment of Zoning Map. The City of Glendale Zoning Map is herewith amended to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 4. Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

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

_____
MAYOR

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

z_ZON12-01.doc

Exhibit A

A strip of land 160 feet in width as described in Docket 10274, pages 956 and 957 recorded on August 20, 1973, and referenced in Document No 94-0476103, recorded on June 9, 1994 and a Tract of land in Section 18, Township 3 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

Beginning at a point 633.77 feet South and 46 feet West of the Northeast corner of said Section 18;

Thence North 88 49 West 289.04 feet to a point on the East line of the Arizona Canal right of way;

Thence North 29 32 West 271.86 feet to a point;

Thence South 88 49 East 437.29 feet to a point;

Thence South 2 15 West 233.78 feet to the point of Beginning.

EXCEPT any portion lying within the property described in Book 115 of Deeds, page 436, and Documents No 84-061157 and 84-061158

Unofficial Document

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Jon M. Froke, AICP, Planning Director

SUBJECT: **REZONING APPLICATION ZON12-01: HOSPICE OF THE VALLEY (ORDINANCE) (PUBLIC HEARING REQUIRED)**

Purpose

This is a request for City Council to conduct a public hearing and adopt an ordinance to rezone from C-O (Commercial Office) to G-O (General Office) for a property located 13614 North 59th Avenue.

Background

The property was once used as a plant nursery but is currently vacant. Hospice of the Valley intends to develop a 10,000 square foot, single-story inpatient care facility with the capacity to hold up to 12 beds.

Previous Council/Staff Actions

The Planning Commission recommended approval of ZON12-01 on June 7, 2012.

Community Benefit

This project will include the redevelopment of a currently underutilized property that will complement the existing office and medical land uses in the vicinity of 59th Avenue and Thunderbird Road.

Public Input

A Notice of Public Hearing for the City Council hearing was published in *The Glendale Star* on June 7, 2012. The property was posted on June 8, 2012. Notification postcards were mailed to 73 adjacent property owners and interested parties on June 8, 2012.

At the June 7, 2012 Planning Commission public hearing, one individual spoke in support of the rezoning request and had a question pertaining to parking. Staff responded that the proposed site plan provides surface parking in excess of the Zoning Ordinance requirement.

Recommendation

Conduct a public hearing, waive reading beyond the title, and adopt an ordinance for rezoning application ZON12-01, subject to the stipulations as recommended by the Planning Commission.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Jon M. Froke, AICP, Planning Director
SUBJECT:	REZONING APPLICATION ZON12-01: HOSPICE OF THE VALLEY (ORDINANCE) (PUBLIC HEARING REQUIRED)

1. Ordinance
2. Excerpt of the Draft Minutes from the June 7, 2012 Planning Commission Meeting
3. Planning Department Staff Report

MINUTES EXCERPT
CITY OF GLENDALE PLANNING COMMISSION

CITY COUNCIL CHAMBERS
5850 WEST GLENDALE AVENUE
GLENDALE, ARIZONA 85301

THURSDAY, JUNE 7, 2012
7:00pm

1. **ZON12-01** A request by Beus Gilbert PLLC, representing Hospice of the Valley, to rezone 1.7 acres from C-O (Commercial Office) to G-O (General Office). The site is located approximately 340 feet south of the southwest corner of 59th Avenue and Thunderbird Road (13614 North 59th Avenue). Staff Contact: Karen Stovall, Senior Planner (Sahuaro District).

Ms. Karen Stovall presented this item. She said this is a request by Beus Gilbert for the property at 13614 North 59th Avenue, which is a 1.7 acre property located south of the southwest corner of 59th Avenue and Thunderbird Road.

She stated the property is currently vacant and is bordered by a child care facility and retail building to the north, a medical office building to the south, Thunderbird Paseo Park to the west, and a retail center to the east, across 59th Avenue.

Ms. Stovall said the applicant is requesting to rezone this property from C-O (Commercial Office) to G-O (General Office) to permit a hospice care facility operated by Hospice of the Valley.

The applicant wishes to develop a 10,000 square foot inpatient care facility with the capacity to hold up to 12 beds. The property will have a single driveway on 59th Avenue, which will restrict vehicular movements to right-in and right-out only. The site is adjacent to Thunderbird Paseo Park and will have a solid, decorative six-foot wall along the rear property line.

She explained in April 2012, the applicant mailed 73 notification letters to adjacent property owners and interested parties. The applicant and the Planning Department received an email in support of the request from the same citizen. There were no concerns expressed during the citizen participation process.

Ms. Stovall explained the G-O zoning district is an appropriate district to implement the existing OFC General Plan land use designation and develop this infill property.

The proposed zoning district is compatible with adjacent properties and will not be detrimental to the neighborhood. Completion of this project will include the redevelopment of a currently underutilized property that will complement the existing office and medical land uses in the vicinity of 59th Avenue and Thunderbird Road.

She concluded the Planning Commission should recommend approval of ZON12-01, subject to the stipulations listed in the staff report.

Chairperson Sherwood called for the applicant's presentation.

Mr. Paul Gilbert, Beus Gilbert, 4800 North Scottsdale, Scottsdale, stated there has been no neighborhood opposition; the request is consistent with the General Plan, and in agreement with the stipulations. He stated he was available for questions.

Commissioner Larson questioned the entrance to the property which is right-in, right-out. Mr. Gilbert explained the city informed him that only a right-in, right-out would be allowed at this entrance. He said traffic would have to continue northbound and then loop back southbound in order to gain access to the property.

Chairperson Sherwood opened the public hearing.

Ms. Bonnie Steiger, 5325 West Acapulco Lane, Glendale, 85306, stated she was in support of the project but asked if the parking provided was sufficient.

Ms. Stovall explained the proposed facility is considered a hospital. She said one parking space per bed is required and the facility will have 12 beds. The applicant is proposing 44 parking spaces.

No with one else wishing to speak, Chairperson Sherwood closed the public hearing.

Commissioner Williams made a motion to recommend approval of ZON12-01 subject to the stipulations listed in the staff report. Commissioner Petrone seconded the motion, which was unanimously approved.

Ms. Robberson said the Planning Commission's recommendation will be forward to City Council for final action.

DRAFT

Planning Department Staff Report

DATE:	June 7, 2012	**AGENDA ITEM:**	1
TO:	Planning Commission		
FROM: **PRESENTED BY:**	Tabitha Perry, Assistant Planning Director Karen Stovall, Senior Planner		
SUBJECT:	**REZONING APPLICATION ZON12-01: HOSPICE OF THE VALLEY – 13614 NORTH 59TH AVENUE**		
REQUEST:	Rezone from C-O (Commercial Office) to G-O (General Office).		
APPLICANT/OWNER:	Beus Gilbert PLLC / Hospice of the Valley.		
REQUIRED ACTION:	The Planning Commission must conduct a public hearing and determine if this request is in the best long-term interest of this neighborhood and consistent with the General Plan.		
RECOMMENDATION:	The Planning Commission should recommend approval, subject to seven stipulations.		
PROPOSED MOTION:	Move to recommend approval of ZON12-01 subject to the stipulations contained in the staff report.		
SUMMARY:	This request will rezone a 1.7 acre property to permit the development of a new hospice care facility.		

COMMISSION ACTION: Motion made by Commissioner Williams to recommend approval subject to staff report stipulations. Motion seconded by Commissioner Petrone. The motion was approved 5 to 0.

DETAILS OF REQUEST:

General Plan Designation:
The property is designated as OFC (Office).

Property Location and Size:
The property consists of two parcels and is located approximately 340 feet south of the southwest corner of 59th Avenue and Thunderbird Road and is approximately 1.7 acres in size.

Design Review:
A design review application has been submitted concurrently with the rezoning application.

Project Details:
This property was once used as a plant nursery and is currently vacant. Hospice of the Valley intends to develop a 10,000 square foot, single-story inpatient care facility with the capacity to hold up to 12 beds.

The property will have a single driveway on 59th Avenue, which will include a "pork chop" island to restrict movements to right-in and right-out only. The site is adjacent to Thunderbird Paseo Park and will have a solid, decorative six-foot wall along the rear property line. A pedestrian access gate will be provided for users of the facility to access the park.

CITIZEN PARTICIPATION TO DATE:

Applicant's Citizen Participation Process:
On April 2, 2012, the applicant mailed 73 notification letters to adjacent property owners and interested parties. The applicant and the Planning Department received an email in support of the request from the same citizen. The applicant's Citizen Participation Final Report is attached.

Planning Commission Public Hearing Notification:
A Notice of Public Hearing was published in *The Glendale Star* on May 17, 2012. Notification postcards of the public hearing were mailed to adjacent property owners and interested parties on May 18, 2012. The property was posted on May 18, 2012.

STAFF FINDINGS AND ANALYSIS:

Findings:

- The proposed amendment is consistent in substance and location with the development objectives of the General Plan;
- The proposed amendment furthers the public health, safety and general welfare of the citizens of Glendale; and
- If the amendment is to the official Zoning Map, the proposed change will include any conditions necessary to mitigate any adverse impacts on businesses, persons, or properties adjacent to the requested amendment.

Analysis:

- The G-O zoning district is an appropriate district to implement the existing OFC General Plan land use designation and develop this infill property.
- The proposed zoning district is compatible with adjacent properties and will not be detrimental to the neighborhood. Completion of this project will include the redevelopment of a currently underutilized property that will complement the existing office and medical land uses in the vicinity of 59th Avenue and Thunderbird Road.
- Stipulations are necessary for on-site improvements, right-of-way dedications, and street improvements on 59th Avenue.
- The two parcels should be combined into one to eliminate a property line in the middle of the site.
- All applicable city departments have reviewed the application and recommend approval of the application, subject to stipulations.

RECOMMENDATION:

The Planning Commission should recommend approval of this request, subject to the following stipulations:

1. Development shall be in substantial conformance with the development plan date stamped April 25, 2012.

2. All utility lines less than 69 kV located adjacent to the site shall be placed underground.

3. The wooden utility pole located at the northeast corner of the property shall be removed prior to the issuance of a Certificate of Occupancy.

4. The project will be allowed only one driveway on 59th Avenue that is right-in and right-out only. The project will be required to build a pork chop island on their driveway and place necessary signs to restrict left turn movements.

5. Dedication of additional right-of-way on 59th Avenue to provide a total half-width of 55 feet shall be made before building permits are issued for any development on the property.

6. All half-street improvements on 59th Avenue adjacent to the site shall be completed prior to the issuance of a Certificate of Occupancy. Required improvement standards are determined by the City of Glendale Engineering and Design Construction Standards.

7. Prior to the issuance of a Certificate of Occupancy, the applicant shall complete a Minor Land Division to combine the two lots into one.

ATTACHMENTS:

1. Applicant's Narrative, date stamped April 25, 2012.
2. Citizen Participation Final Report (without mailing labels), approved April 17, 2012.
3. Vicinity Zoning Map.
4. Aerial Photograph, dated November, 2008.

PROJECT MANAGER: Karen Stovall, Senior Planner (623) 930-2553
kstovall@glendaleaz.com

REVIEWED BY:

Planning Director

Deputy City Manager

KS/df

ZON12-01

April 25, 2012

Hospice of the Valley

South of the SWC 59th Avenue & Thunderbird Road
13614 N 59th Avenue

Rezoning

File Number:

ZON12-01

Prepared by:
Beus Gilbert PLLC
4800 N. Scottsdale Rd., #6000
Scottsdale, AZ 85251

Prepared for:
Hospice of the Valley
1510 E. Flower Street
Phoenix, AZ 85014

Submitted: March 29, 2012
Revised: April 25, 2012

PROPERTY DETAILS and DEVELOPMENT TEAM

Location: South of the Southwest Corner of 59th Avenue and Thunderbird Road (13614 N 59th Avenue)	**Size:** 1.74 Acres (75,729 SF) Gross 1.44 Acres (62,871 SF) Net
Submitted to: City of Glendale Planning Department 5850 W. Glendale Avenue Glendale, AZ 85301 Contact: Karen Stovall, Senior Planner	
Applicant and Property Owner: Hospice of the Valley 1510 E. Flower Street Phoenix, AZ 85014 Contact: Diana Murray 602-530-6966 Email: dmurray@hov.org	
Attorney: Beus, Gilbert PLLC 4800 N. Scottsdale Rd. #6000 Scottsdale, AZ 85251 Contact: Andy Jochums 480-429-3063 480-429-3100 FAX Email: ajochums@beusgilbert.com	**Architect:** Robert Kubicek Architects and Associates 2233 E Thomas Road Phoenix, AZ 85016 Contact: Edgar Felix 602-955-3900 602-955-0496 FAX Email: efelix@rkaa.com

Executive Summary

Introduction

On the behalf of Hospice of the Valley, Beus Gilbert PLLC and Robert Kubicek Architects and Associates Inc., are proposing an application for Rezoning in order to develop a hospice inpatient care facility on the subject 1.72 gross acre property located south of the southwest corner of 59th Avenue and Thunderbird Road. The proposed Hospice of the Valley inpatient care facility consists of a single-story, 10,000 square foot building with the capacity to hold up to 12 beds for patient care.

Hospice of the Valley is a not-for-profit organization that provides care for individuals nearing the end of their lives. They have had the privilege of serving our community since 1977. Most hospice care is provided in the patient's own home; however, sometimes the needs of the patient and family can be better met in an inpatient setting, such as in a facility like the one proposed by Hospice of the Valley. These stays are a transitional time to control symptoms until the patient can return home.

The property is currently designated *Office* in the Glendale General Plan, therefore no General Plan Amendment is required. The Rezoning is proposed to allow the development of the property under its General Plan designated use which states its purpose is to provide "...for professional offices and associated office support services...."

Purpose of Request

The purpose of this request is to amend the City of Glendale Zoning Map for the subject property from C-O (Commercial Office) to G-O (General Office) in order to allow the hospice inpatient care facility.

Project Location

As referenced earlier, the property is situated south of the southwest corner of 59th Avenue and Thunderbird Road. More specifically, the request concerns Assessor Parcel Numbers 200-76-011-A and C. A vicinity map is provided as Exhibit A, an aerial photo as Exhibit B, and a legal description is provided as Exhibit C.

Current Conditions

The subject property used to be operated as a plant nursery however the property has fallen into a dilapidated state following the closure of the nursery.

Land Use

The City of Glendale General Plan Land Use designation for this site is *Office*. See Exhibit D. Pursuant to the General Plan, *Office* designates areas of the City which are appropriate "for professional offices and associated office support services that are generally quiet with low to moderate traffic volumes." The Plan goes on to state that "Typical office developments have their own driveways, parking areas, identification signs and landscaping."

Zoning

Currently, the property is zoned C-O (Commercial Office). See Exhibit E

Surrounding Development

North: Directly north of the subject property is a Tutor Time day care center and some small commercial buildings along Thunderbird Road zoned C-O and C-1. These properties are designated as Office and General Commercial in the City of Glendale General Plan General Land Use Map.

West: Directly west of the subject property is a parking lot for the Thunderbird Paseo Park, zoned A-1. This property is designated Park/Open Space in the City of Glendale General Plan General Land Use Map.

South: To the south of the subject property is a small office building on property zoned C-O. This property is designated Office in the City of Glendale General Plan General Land Use Map. South of the office building is the is the Thunderbird Paseo Park.

East: Directly east of the subject property is 59th Avenue. Beyond the arterial roadway is a mix of commercial shopping and offices zoned C-O and C-2. These properties are designated Planned Commercial and Office in the City of Glendale General Plan General Land Use Map.

Description of Proposal

As mentioned previously, this request is a proposal to rezone the subject property from C-O (Commercial Office) to G-O (General Office) for the development of a hospice inpatient care facility.

Zoning and Development Standards

The hospice inpatient care facility shall be governed by the City of Glendale G-O (General Office) Zoning District standards contained within 5.540 of the City of Glendale Zoning Ordinance.

Design Review approval will be required.

Conceptual Site Plan and Landscape Plan

General

The subject 1.44 net acre parcel is proposed to be developed with one single-story building of approximately 10,000 square feet. Detailed plans for the building, including elevations have been submitted concurrently with this rezoning request.

Building Layout

Given the unique shape and location of the property, the building has been pushed to the far west side, away from 59th Avenue. This layout allows for the building to be located adjacent to the Thunderbird Paseo park, a much quieter setting than adjacent to an arterial roadway such as 59th Avenue. While this layout limits visibility, given the nature of the hospice operation, visibility from the street is not important.

See Exhibit F for the proposed site plan.

Architectural Character

The architectural design character of the proposed building will represent a unique blend of current commercial design with a hint of Arizona vernacular. Shapes, colors, textures, and materials selected for the project will be both consistent and aesthetically compatible with the neighboring architecture and landscape design. A theme of blended forms and integrated materials with soft natural earth tones colors will provide a relaxed and informal elegance.

The facades of the building are planned to be proportioned in order to provide a comfortable human scale with a river-rock wainscot to visually provide a heavy and solid visual base. Further interest will be provided by variations in the design and height of the rooflines with flat, hip and gable elements. Flat roof sections will be topped with cornices and gable roofs are proposed to be sided with singles and decorative wood trim.

Design Review approval is required therefore the final building design is subject to staff review and approval.

Circulation and Parking

Circulation internal to the property consists of a looped drive aisle, with a minimum width of 25 feet, providing access to 44 parking stalls. Pursuant the Glendale Zoning Ordinance for a hospice inpatient care facility (hospital), a minimum of one parking stall is required per bed. With 12 beds in the facility, a minimum of 12 parking spaces is required. We have found that in a hospice setting, there tends to be more visitors who stay for longer periods of time than that at a typical hospital. As such we are providing the indicated 44 parking stalls, which amounts to 3.6 stalls per bed or 4.4 stalls per 1,000 square feet. Two accessible stalls are required and three will be provided. All parking and drive aisles will be asphalt. Given the limited traffic associated with a hospice facility a single access driveway will be located in the center of the frontage along 59th Avenue. This driveway will be limited to right-in/right-out access.

Parking is provided using the City of Glendale standard 10' by 20' parking stall. In those areas where vehicular overhang will not interfere with pedestrian walkways, a 1'-6" overhang is allowed leaving an 18'-6" deep parking stall.

Landscaping

The proposed hospice inpatient facility provides for 24,833 square feet of landscaping, or 34% of the property, which exceeds the 20% required pursuant to the Zoning Ordinance.

Summary

In summary, we are proposing a rezoning from C-O (Commercial Office) to G-O (General Office) on a small parcel of land designated as Office by the Glendale General Plan in order to develop a hospice inpatient care facility. The rezoning will allow for a property that has fallen into disrepair to be redeveloped with an attractive building that will house a quiet and low intensity hospice operation for Hospice of the Valley.

APPENDIX

Exhibit "A"

Vicinity Map

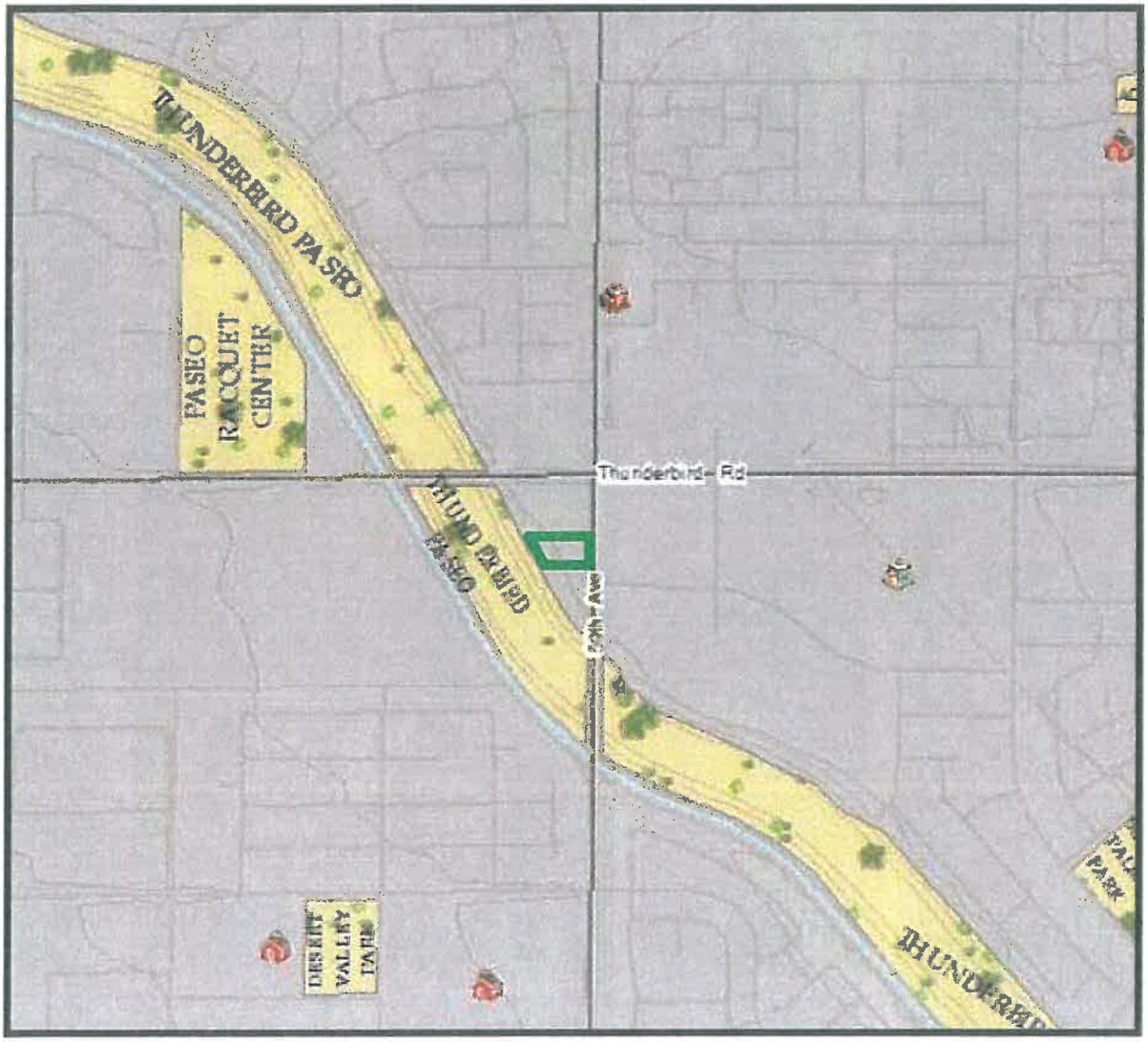


Exhibit "B"

Aerial Photograph

Exhibit "C"

Legal Description

A strip of land 160 feet in width as described in Docket 10274, pages 956 and 957 recorded on August 20, 1973, and referenced in Document No 94-0476103, recorded on June 9, 1994 and a Tract of land in Section 18, Township 3 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

Beginning at a point 633.77 feet South and 45 feet West of the Northeast corner of said Section 18;

Thence North 88 49 West 269.04 feet to a point on the East line of the Arizona Canal right of way;

Thence North 29 32 West 271.86 feet to a point;

Thence South 88 49 East 437.29 feet to a point;

Thence South 2 15 West 233.78 feet to the point of Beginning.

EXCEPT any portion lying within the property described in Book 115 of Deeds, page 436, and Documents No 84-061157 and 84-061158

Exhibit "D"

General Plan Land Use Map

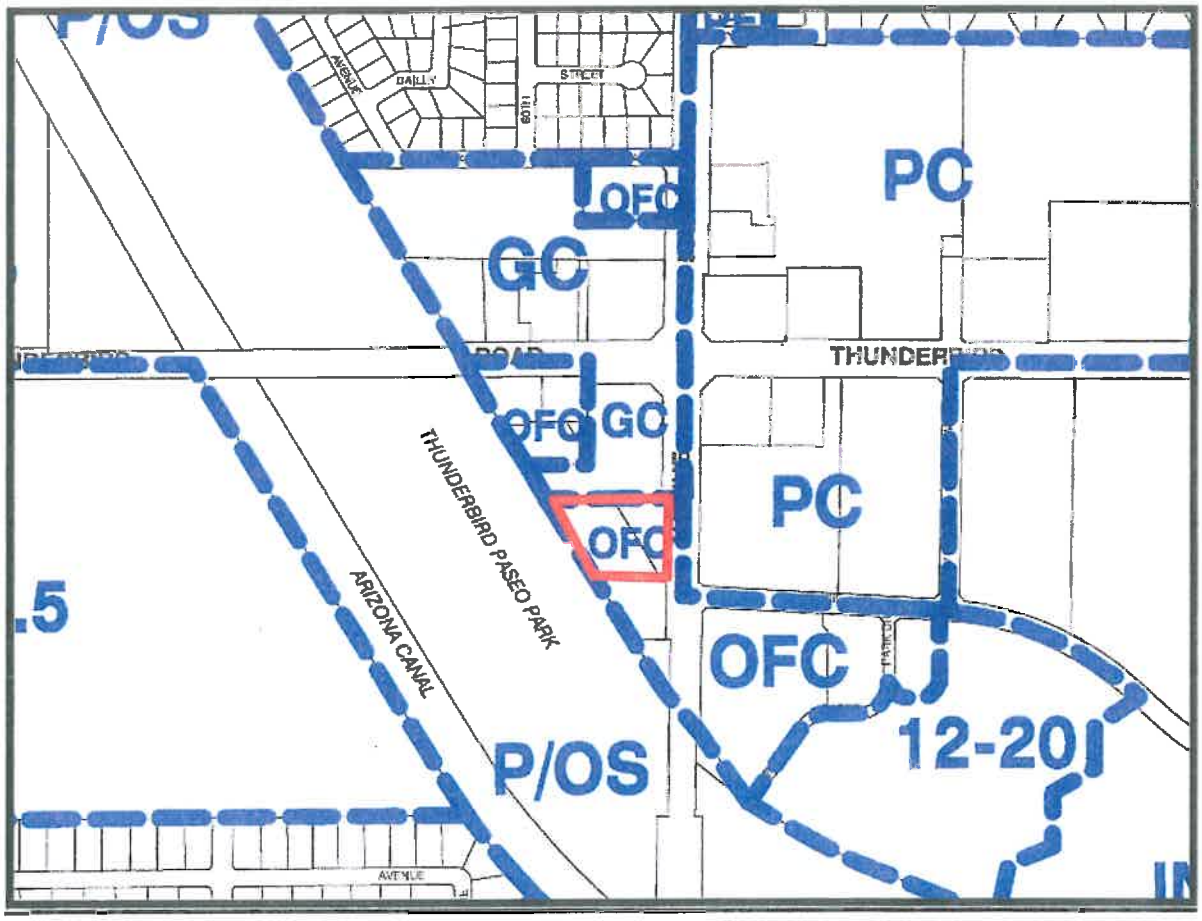


Exhibit "E"

Surrounding Zoning Map

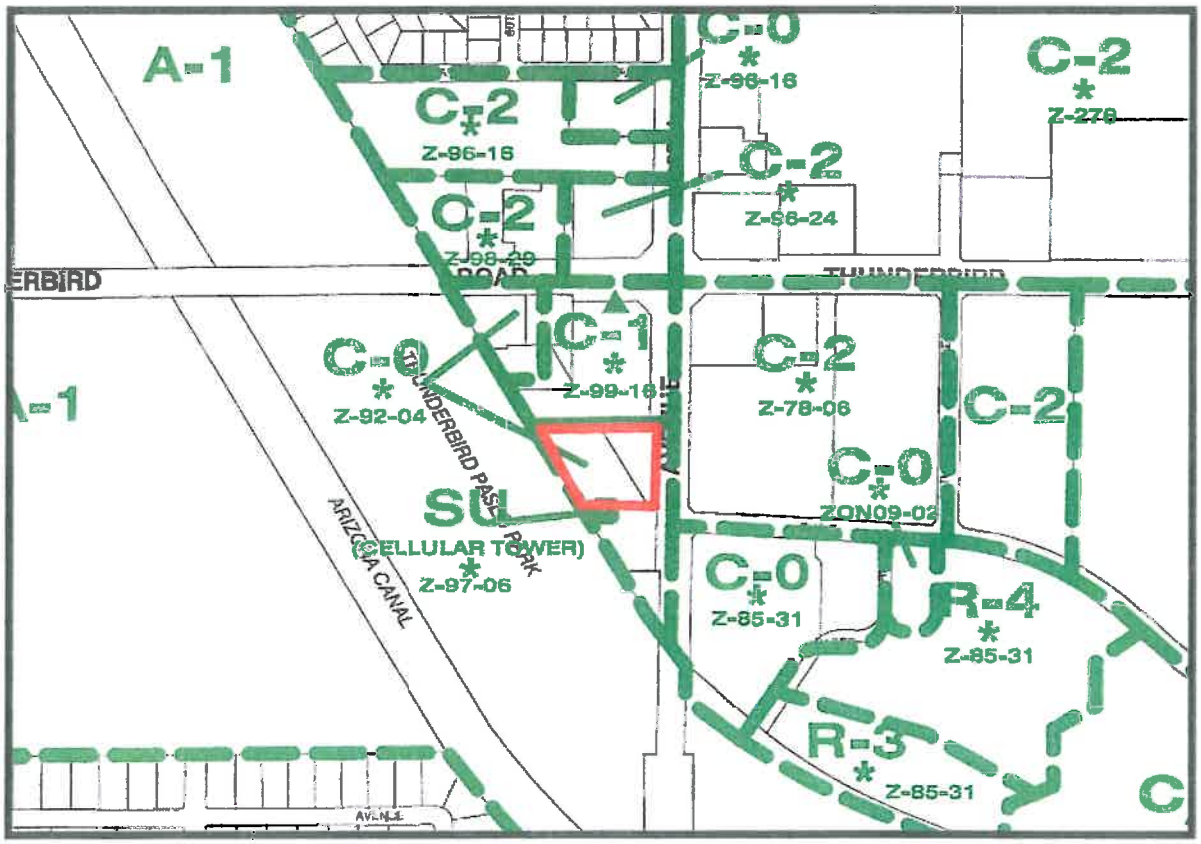
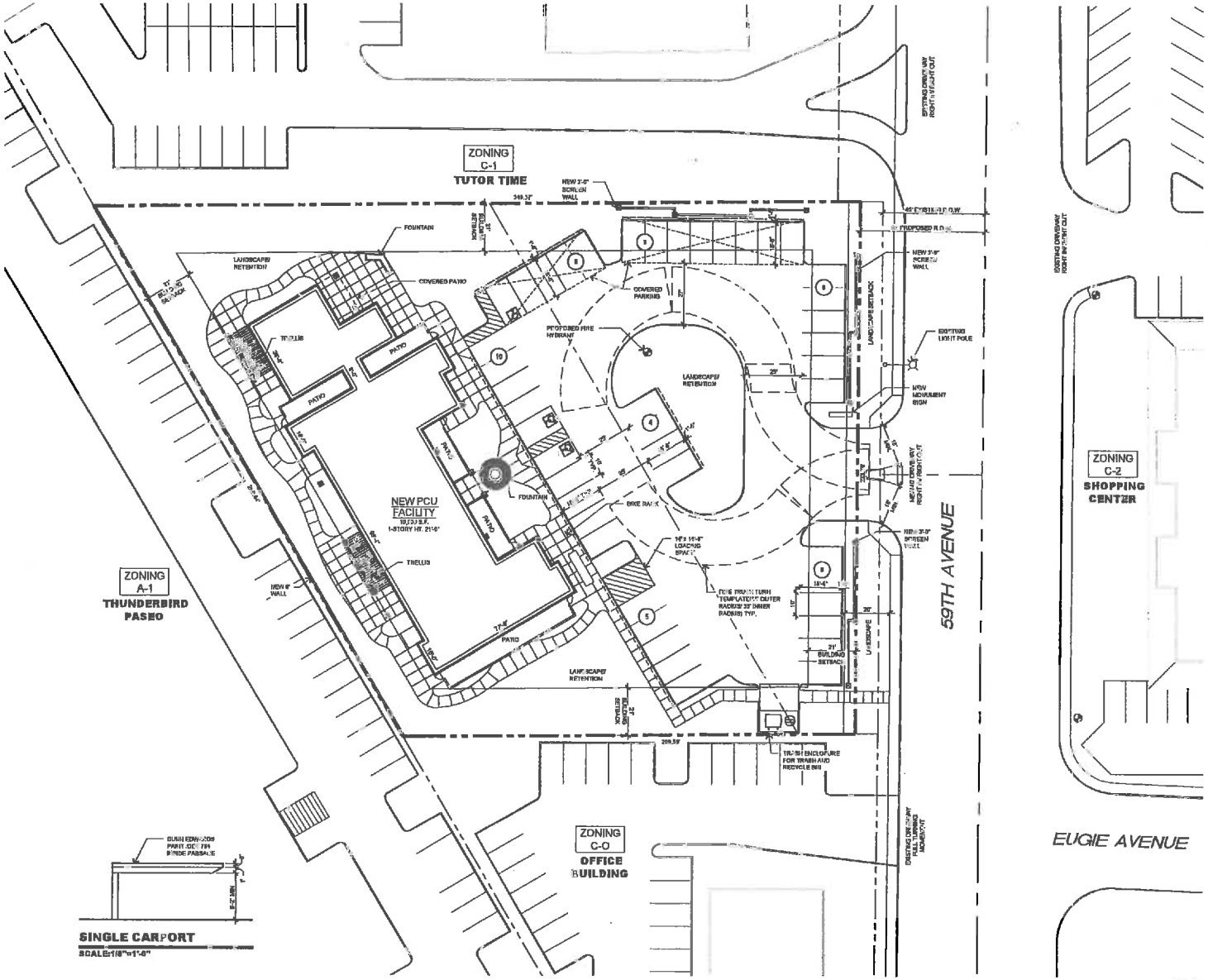


Exhibit "F"

Conceptual Site Plan

(Following Page)



PROJECT DIRECTORY

OWNER:
HOSPICE OF THE VALLEY
1510 EAST FLOWER STREET
PHOENIX, ARIZONA 85014
CONTACT: DIANA MURRAY
PHONE: (602) 530-6966
EMAIL: dmurray@hov.org

ARCHITECT:
ROBERT KUBICEK ARCHITECTS AND ASSOCIATES
2233 EAST THOMAS ROAD
PHOENIX, ARIZONA 85016
CONTACT: EDGAR FELIX
PHONE: (602) 955-3900
FAX: (602) 955-0496
EMAIL: efelix@rkaa.com

SITE DATA

EXISTING ZONING:	C-O
PROPOSED ZONING:	G-O
GROSS SITE AREA:	1.74 ACRES (75,728 S.F.)
NET SITE AREA:	1.44 ACRES (62,871 S.F.)
PROPOSED USE:	HOSPICE
PROPOSED OCCUPANCY TYPE:	I-2
PROPOSED CONSTRUCTION TYPE:	II-B
BUILDING AREA:	10,000 S.F.
SITE COVERAGE:	15.9 %
TOTAL PARKING REQUIRED:	12 SPACES
BUILDING A (10,000 S.F.) HOSPITAL 1 PER BED = 12 SPACES	
TOTAL PARKING PROVIDED:	44 SPACES (4.4 / 1000)
ACCESSIBLE SPACES REQUIRED:	2 SPACES
ACCESSIBLE SPACES PROVIDED:	3 SPACES
LANDSCAPE REQUIRED:	20%
LANDSCAPE PROVIDED:	34%

GENERAL NOTES

A. FIRE DEPARTMENT ACCESS AND WATER SUPPLY REQUIREMENTS SHALL BE IN PLACE PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT ON SITE.

B. PURSUANT TO CHAPTER 32.5 OF THE GLENDALE CITY CODE, ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THIS SITE SHALL BE PLACED UNDERGROUND.

C. ALL UTILITY BOXES, VAULTS AND BACKFLOW PREVENTION DEVICES SHALL BE PAINTED TO MATCH THE BUILDING AND SHALL BE SCREENED FROM PUBLIC VIEW BY A STONEWALL OR A ROUND-TOPPED WIRE MESH ENCLOSURE, PAINTED TO MATCH THE ADJACENT WALL.

D. SIGHT DISTANCE REQUIREMENTS OF CODE DETAIL 0-447 (LOCAL STREETS) OR 0-448 (ARTERIAL AND COLLECTOR STREETS) ARE MET FOR ALL DRIVEWAYS AND STREETS.

E. STREETLIGHTS INSTALLED BY THE DEVELOPER MAY BE REQUIRED FOR CONSTRUCTION PLAN APPROVAL.

F. ON-SITE LIGHTING WILL BE PLACED SO AS TO DIRECT THE LIGHTS AWAY FROM ADJACENT RESIDENTIAL USES AND SHALL NOT EXCEED ONE-FOOT CANDLE AT THE PROPERTY LINE. THE HEIGHT OF THE PARKING LOT LIGHTS WITHIN 150' OF RESIDENTIAL USE TO BE 15'. HIGH PRESSURE SODIUM (HPS) LIGHTING REQUIRED ADJACENT TO RESIDENCE.

G. ON-SITE LIGHTING SHALL MEET OUTDOOR LIGHT CONTROL ORDINANCE.

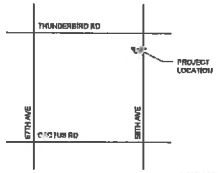
H. MAXIMUM NOISE LEVEL 55 DECIBELS (NORMAL SPEAKING VOICES AT PROPERTY LINE.

I. CONVENIENCE USES SHALL BE SUBJECT TO A SEPARATE CITIZEN PARTICIPATION AND CONDITIONAL USE PERMIT PROCESS.

J. THE PROPERTY OWNER IS RESPONSIBLE FOR MAINTAINING LANDSCAPING IN ALL PUBLIC RIGHTS-OF-WAY ADJACENT TO THE PROJECT

PRELIMINARY SITE PLAN

SCALE: 1"=20'-0"



VICINITY MAP

SCALE: N.T.S.

ROBERT KUBICEK ARCHITECTS AND ASSOCIATES, Inc.
2233 East Thomas Road
Phoenix, AZ 85016-3474
(602) 955-3900 Phone
(602) 955-0496 Fax
www.rkaa.com

PRELIMINARY

date: 03-26-12

HOSPICE OF THE VALLEY
NEW PCU BUILDING
1510 EAST FLOWER AVENUE
GLENDALE, ARIZONA

PROJECT #DR12-08

design	HGU
drawn	BF
check	HGU

sheet SP-1 of

job 12005.5

Hospice of the Valley

South of the SWC 59th Avenue & Thunderbird Road
13614 N 59th Avenue

Citizen Participation Final Report

File Number:

ZON12-01

APPROVED 4/17/12 K. Stroud

Prepared by:
Andy Jochums
Beus Gilbert PLLC
4800 N. Scottsdale Rd., #6000
Scottsdale, AZ 85251
Tel: 480-429-3063
Fax: 480-429-3100

Prepared for:
Hospice of the Valley
1510 E. Flower Street
Phoenix, AZ 85014

Submitted: April 17, 2012

CITIZEN PARTICIPATION FINAL REPORT CHECKLIST

1. Cover Page
   a. See previous page

2. Brief Description of Proposed Project
   a. On behalf of Hospice of the Valley, Beus Gilbert PLLC, is proposing an application for Rezoning in order to develop a hospice inpatient care facility on the subject property. Development requires a rezone from C-O (Commercial Office) to G-O (General Office).

   b. The property is currently designated *Office* in the Glendale General Plan, therefore no General Plan Amendment is required. The Rezoning is proposed to allow the development of the property under its General Plan designated use which states its purpose is to provide "...for professional offices and associated office support services...."

   c. The proposed Hospice of the Valley inpatient care facility consists of a single-story, 10,000 square foot building with the capacity to hold up to 12 beds for patient care.

3. Brief overview of the elements of the Citizen Participation Plan
   a. Written Correspondence/Notification which consisted of:
      i. A mailing was sent on 4/2/12 containing a written description of the project, copy of the site plan, as well as contact information for members of the Development Team.

   b. Face-To-Face or Other Discussions/Meetings:
      i. 4/7/12 email received from Kristi Bencomo, a resident of Thunderbird Palms. Mrs. Bencomo expressed support for the rezoning request and felt Hospice would be a good fit on the property. Emailed a response on 4/9/12 thanking Mrs. Bencomo for taking the time to review the request and her kind words.

   c. Ongoing Dialogue:
      i. None

4. Date that notification letters and meeting notices were mailed.
   a. The project notification letter was mailed on April 2, 2012. An Affidavit of Mailing is attached as Exhibit G with a copy of the notice letter.

5. Identify specific areas of notification.
   a. Notifications were sent to all property owners found within the recommended notification area. That area consisted of all properties within 500' of the project boundaries. Notifications were also sent to Registered Neighborhood Groups/Homeowner's Associations, all those named on the Interested Parties list as well as those represented on the Additional Notification list.

b. A complete mailing list is attached as Exhibit B.
c. The City provided Recommended Notification Area Map as well as the actual notification area map are included at Exhibit C

6. List names of HOA's & Neighborhood Groups, Property Owners and the "Interested Parties" list that were notified.
   a. See lists attached as Exhibits D, E, and F respectively.

7. Identify dates and locations of all meetings where citizens were invited to attend and discuss the proposal.
   a. Given the nature of the request, at the direction of the City of Glendale, a neighborhood meeting was not held.

8. Identify number of people noticed and number of people who actually participated.
   a. 73 Property Owners; Persons of Interest; Glendale Registered Neighborhood Groups/Homeowner's Associations and those on the Additional Notification list were notified about the project.
   b. 1 property owner called or emailed regarding the project.

9. List concerns, issues, and problems expressed by participants.
   a. As exhibited above, no contact was made by anyone noticed as a part of the Citizen Participation Process expressing concerns, issues, or problems with the request.

10. Describe how each concern was addressed and how concerns will continue to be addressed.
    a. No concerns were expressed.

11. State concerns, issues, and problems that we are unable to address.
    a. No concerns were expressed.

12. Specifically state how this proposal has been revised to address concerns.
    a. No concerns were expressed.

13. Attach copies of all materials pertaining to the notification and meeting process.
    a. Notification letter with attachment is Exhibit G

14. Attach complete mailing list used to notify individuals.
    a. See Exhibit C.

EXHIBIT "A"

DEVELOPMENT TEAM

Location: South of the Southwest Corner of 59th Avenue and Thunderbird Road (13614 N 59th Avenue)	**Size:** 1.72 Acres (74,810 SF) Gross 1.69 Acres (73,791 SF) Net
Submitted to: City of Glendale Planning Department 5850 W. Glendale Avenue Glendale, AZ 85301 Contact: Karen Stovall, Senior Planner	
Applicant and Property Owner: Hospice of the Valley 1510 E. Flower Street Phoenix, AZ 85014 Contact: Diana Murray 602-530-6966 Email: dmurray@hov.org	
Attorney: Beus, Gilbert PLLC 4800 N. Scottsdale Rd. #6000 Scottsdale, AZ 85251 Contact: Andy Jochums 480-429-3063 480-429-3100 FAX Email: ajochums@beusgilbert.com	**Architect:** Robert Kubicek Architects and Associates 2233 E Thomas Road Phoenix, AZ 85016 Contact: Edgar Felix 602-955-3900 602-955-0496 FAX Email: efelix@rkaa.com

EXHIBIT "B"

RECOMMENDED NOTIFICATION AREA

Notification Area Map

RECOMMENDED NEIGHBORHOOD NOTIFICATION AREA	
NAME OF REQUEST:	**HOSPICE OF THE VALLEY**
LOCATION:	**13614 North 59th Avenue**
A request to rezone from C-O (Commercial Office) to G-O (General Office) to permit a hospital (Hospice of the Valley).	
ZONING DISTRICT: C-O (Commercial Office)	**COUNCIL DISTRICT: Sahuaro**

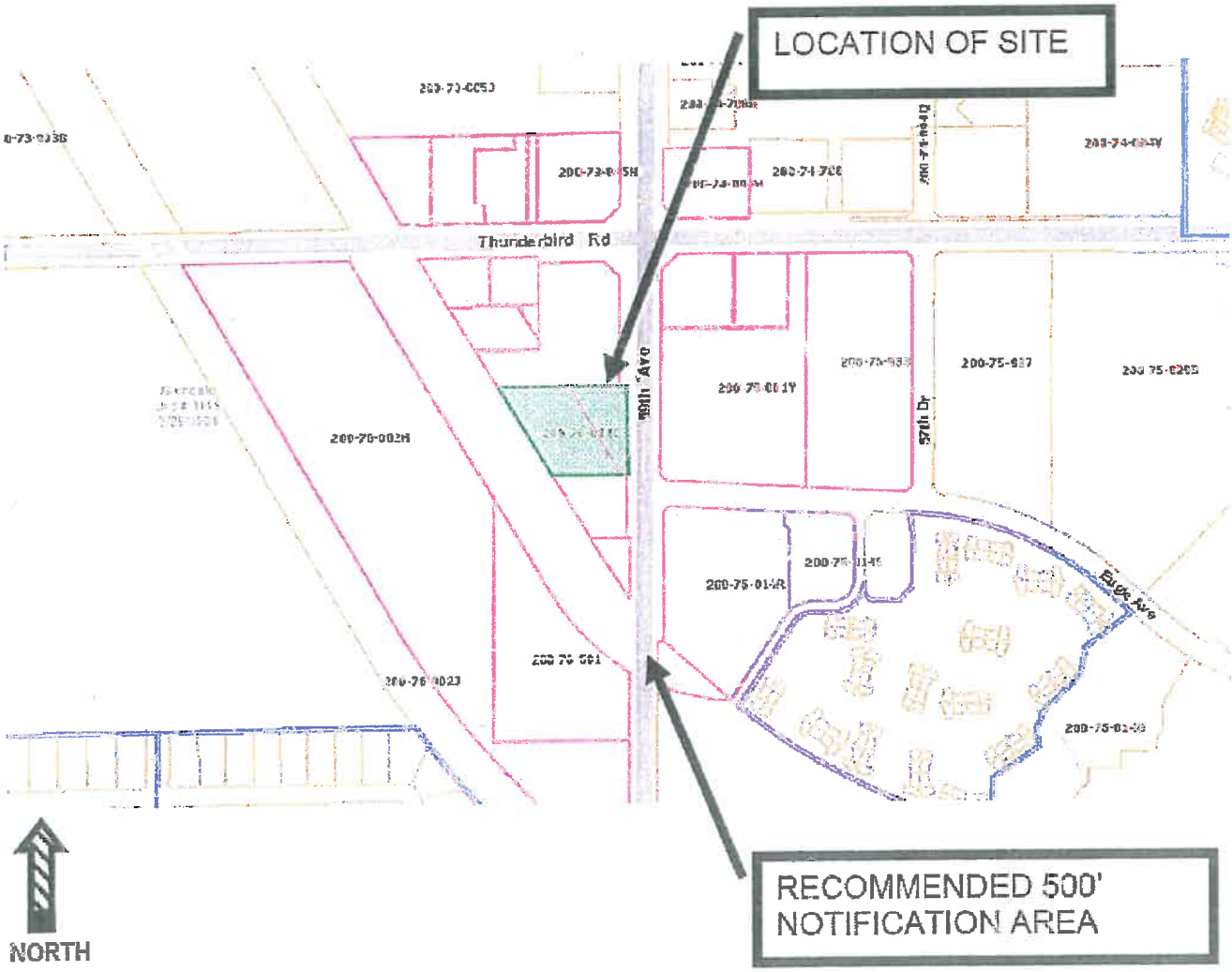
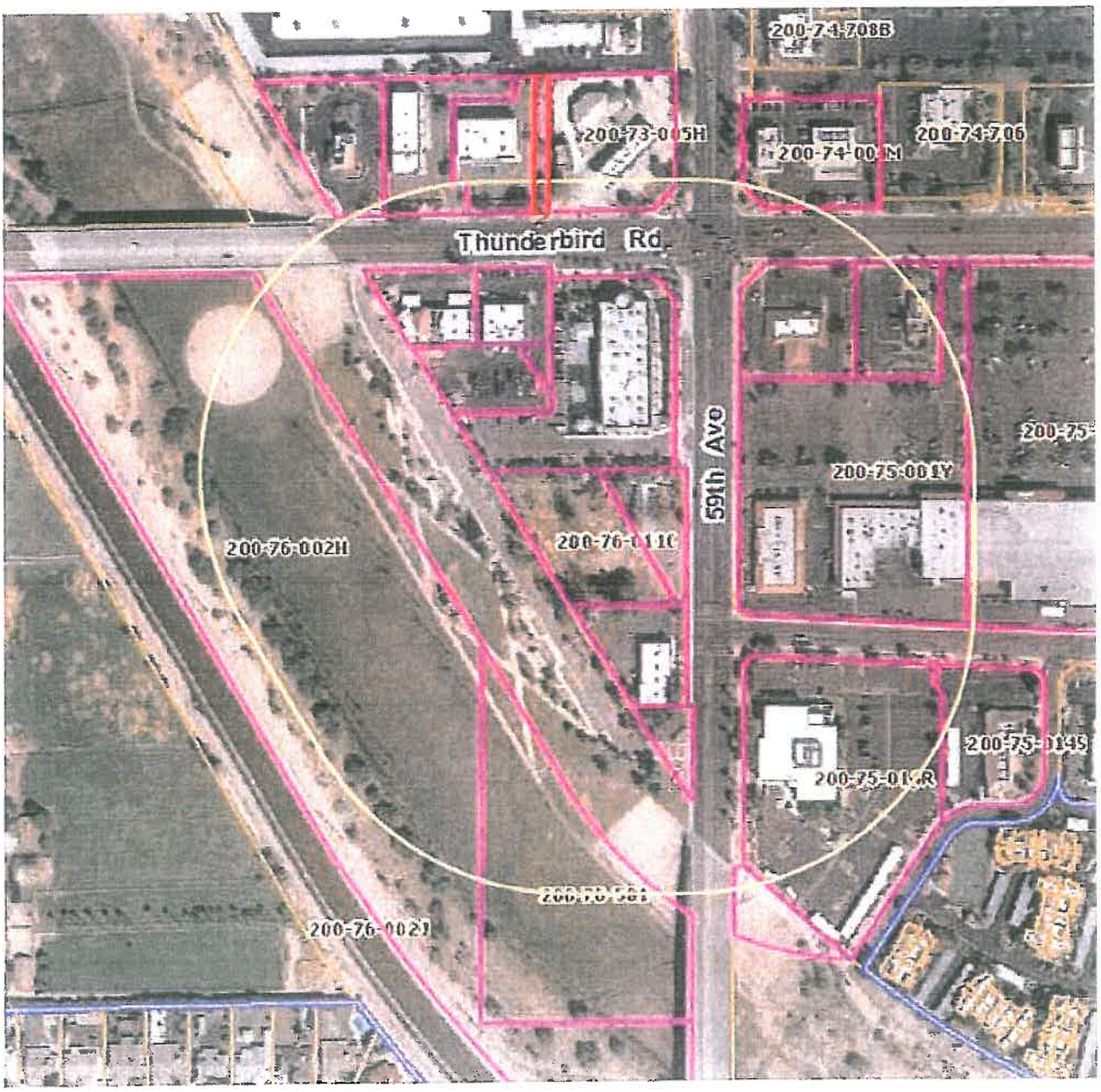


EXHIBIT "C"

SUPPORTING PARCEL MAP & COMPLETE MAILING LIST



AMERICAN NATIONAL
INSURANCE COMPANY
OR CURRENT RESIDENT/OWNER
3903 BELLAIRE BLVD
HOUSTON, TX 77025

ARIZONA BANK
OR CURRENT RESIDENT/OWNER
101 N TRYSON ST
CHARLOTTE, NC 28255

CIGNA HEALTHPLAN OF AZ INC
OR CURRENT RESIDENT/OWNER
5100 POPLAR AVENUE STE 1000
MEMPHIS, TN 38137

CIRCLE K STORES INC
OR CURRENT RESIDENT/OWNER
PO BOX 52085
PHOENIX, AZ 85072

DILLON REAL ESTATE CO INC
OR CURRENT RESIDENT/OWNER
500 S 99TH AVE
TOLLESON, AZ 85353

EUGIE MEDICAL BUILDING LLC
OR CURRENT RESIDENT/OWNER
1357 WEBSTER ST
PALO ALTO, CA 94301

EXHIBIT "D"

HOA'S AND NEIGHBORHOOD GROUPS

THUNDERBIRD PALMS
C/O KRISTI BENCOMO
12613 NORTH 51ST DRIVE
GLENDALE, AZ 85304

THUNDERBIRD PALMS
C/O DANIELLE & RICHARD MARTINEZ
5110 WEST ASTER DRIVE
GLENDALE, AZ 85304

THUNDERBIRD PALMS
C/O CHERYL RODRIGUEZ
5103 WEST ASTER DRIVE
GLENDALE, AZ 85304

EXHIBIT "E"

ADDITIONAL NOTIFICATION

Vice Mayor Frate; 5850 W. Glendale Ave.; Glendale, AZ 85301
Mayor Scruggs; 5850 W. Glendale Ave.; Glendale, AZ 85301
Karen Stovall; 5850 W. Glendale Ave. Suite 212; Glendale, AZ 85301
Diana Figueroa; 5850 W. Glendale Ave. Suite 212; Glendale, AZ 85301

EXHIBIT "F"

INTERESTED PARTIES LIST

INTERESTED PARTIES NOTIFICATION LIST FOR PROPOSED DEVELOPMENT - CITY WIDE & SAHUARO

CITY OF GLENDALE
NEIGHBORHOOD PARTNERSHIPS
5850 W GLENDALE AVE #270
GLENDALE AZ 85301

DON TATE
6735 W ROBIN LN
GLENDALE AZ 85310

KAREN ABORNE
7318 W GRIFFIN AVE
GLENDALE AZ 85303

HARRIET AGIUS
7132 W GROVERS AVE
GLENDALE AZ 85308

MARY SMITH
8968 W CITRUS WAY
GLENDALE AZ 89305

DOUG ATTIG
6066 N 84TH DR
GLENDALE AZ 85305

A.I. BABINEAU
4815 W COCHISE DR
GLENDALE AZ 85302

ROD BEAL
18869 N 71ST LN
GLENDALE AZ 85308

BOB BOHART
5603 W BELMONT
GLENDALE AZ 85301

JOYCE CLARK
8628 W CAVALIER DR
GLENDALE AZ 85305

TOM TRAW
6024 N 83RD AVE
GLENDALE AZ 85303

ALMON DAVIS
6005 W MONTE CRISTO AVE
GLENDALE AZ 85306

MIKE DEPINTO
6507 W SHAW BUTTE DR
GLENDALE AZ 85304-2414

DANIEL DREW
4502 W MORTEN AVE
GLENDALE AZ 85301

SAMANTHA JOHNSON
CBD DIVERSIFIED
3131 E CAMELBACK RD
STE 210
PHOENIX AZ 85016

TRISH EDWARDS
8626 N 53RD AVE
GLENDALE AZ 85302

JUDY FARR
6527 W HILL LN
GLENDALE AZ 85310

BARBARA FENNEMA
18033 N 83RD DR
PEORIA AZ 85382

SUSAN FERRELL
4646 W KRALL ST
GLENDALE AZ 85301

MICHAEL SOCACIU
8574 W BERRIDGE LN
GLENDALE AZ 85305

B GARLAND
5012 N 64TH DR
GLENDALE AZ 85301

MARK GARRATT
7605 N 72ND AVE
GLENDALE AZ 85303

DENNIS GERHARD
10613 N 48TH AVE
GLENDALE AZ 85304

DIANE HAND
5349 W ACAPULCO
GLENDALE AZ 85306

MAGI SHRECK
10673 W RANCHO DR
GLENDALE AZ 85307

JOHN AND SUE JONES
18658 N 78TH DR
GLENDALE AZ 85308

ARLINE YZQUIERDO
8525 N 52ND DR
GLENDALE AZ 85302

DEBRA KIST
5643 W MOUNTAIN VIEW RD
GLENDALE AZ 85302

JOHN KOLODZIEJ
6258 N 88TH LN
GLENDALE AZ 85308

BONNIE STEIGER
5325 W ACAPULCO
GLENDALE AZ 85306

RONALD AND KAY LONGCOR
8022 W MONTEBELLO AVE
GLENDALE AZ 85303

TERRY LANE
6103 N 87TH LN
GLENDALE AZ 85305-2452

KATHLEEN LEWIS
7456 W AURORA DR
GLENDALE AZ 85308

MICKEY LUND
5708 W ROYAL PALM RD
GLENDALE AZ 85302

CHERI MCCLOSKEY
5336 W BECK LN
GLENDALE AZ 85306

CARRIE AND MITCH MEEK
6563 W PIUTE AVE
GLENDALE AZ 85308

DAVE TRISH
6773 W VIA MONTOYA DR
GLENDALE AZ 85310

BILL NORGREN
8608 W CAVALIER
GLENDALE AZ 85305

LAURA RAKOCZYNSKI
9403 N 50TH DR
GLENDALE AZ 85302

PATTY WYRICK
9626 N 58TH DR
GLENDALE AZ 85302

VALLEY PARTNERSHIP
5110 N 44TH ST STE 200
PHOENIX AZ 85018

CHRISTIAN WILLIAMS
PEORIA UNIFIED SCHOOL DISTRICT
6330 W THUNDERBIRD RD
GLENDALE, AZ 85306

THE ARIZONA REPUBLIC
17235 N 75TH AVE
STE A 100
GLENDALE AZ 85308

WILLIAM RAY
7305 W ANGELA DR
GLENDALE AZ 85308

RICHARD SCHWARTZ
8232 W MONTEBELLO AVE
GLENDALE AZ 85303

DIANA M SEGER
6132 W TOWNLEY AVE
GLENDALE AZ 85302

MEL SMITH
PO BOX 12572
GLENDALE AZ 85318

GARY SHERWOOD
5928 WEST PERSHING AVE
GLENDALE AZ 85304-1123

CATHY CHESHIER
5896 WEST DEL LAGO CIR
GLENDALE AZ 85308

JEFF BLAKE
19210 NORTH 70TH AVENUE
GLENDALE AZ 85308

EXHIBIT "G"

AFFIDAVIT OF MAILING and
NEIGHBORHOOD NOTIFICATION LETTER WITH ATTACHMENTS

STARTS ON THE FOLLOWING PAGE

Planning Department

NEIGHBORHOOD NOTIFICATION LETTER

AFFIDAVIT OF MAILING

Case No. (if available) ZON12-01

Project Name: HOSPICE OF THE VALLEY

I, ANDY JOCHUMS *certify that I am the authorized applicant / representative to the City of Glendale for the above application, and do hereby affirm that notice as required for the case noted above has been completed in accordance with the Citizen Participation Process in the City of Glendale's Zoning Ordinance, and a copy of the letter and mailing labels has also been submitted.* LETTER SENT 4/2/12

Applicant/Representative Signature: _____

STATE OF ARIZONA

SS.

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 16TH day of APRIL, 2012.

Karen Sullivan
Notary Public

My Commission Expires:

Sept. 1, 2015

KAREN SULLIVAN
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Sept. 1, 2015

BEUS GILBERT
PLLC

ATTORNEYS AT LAW

4800 NORTH SCOTTSDALE ROAD
SUITE 6000
SCOTTSDALE, ARIZONA 85251-7642
FAX (480) 429-3100

46096-0002

April 2, 2012

RE: Rezoning Application ZON12-01 for Hospice of the Valley
South of the Southwest Corner of 59th Avenue and Thunderbird Road
13614 North 59th Avenue

Dear Property Owner or Interested Party:

As a part of our efforts to communicate with the surrounding property owners regarding the Rezoning application we have submitted to the City of Glendale in order to develop the subject 1.69 acre parcel with a hospice inpatient care facility for Hospice of the Valley, we would like to take this opportunity to invite you to review our project. We have enclosed an aerial photo highlighting the property and have included our proposed draft site plan for your review.

If you are unfamiliar with Hospice of the Valley, we encourage you to visit our website at www.hov.org. Hospice of the Valley is a not-for-profit organization that provides care for individuals nearing the end of their lives. We have had the privilege of serving our community since 1977. Most hospice care is provided in the patient's own home; however, sometimes the needs of the patient and family can be better met in an inpatient setting, such as in a facility like the one proposed. These stays are a transitional time to control symptoms until the patient can return home.

The property is currently zoned C-O (Commercial Office) and we are requesting to rezone the property to G-O (General Office). Rezoning to G-O is supported by the property's *Office* land use designation in the City's General Plan. As shown on the attached site plan, the proposed Hospice of the Valley inpatient care facility consists of a single-story, 10,000 square foot building with the capacity to hold up to 12 beds for patient care.

If you have any questions or comments on our proposed project, please do not hesitate to contact me directly at (480) 429-3063, by fax at (480) 429-3100 or by email at ajochums@beusgilbert.com. If you would like to provide comments or feedback directly to the City of Glendale, our City Planner is Karen Stovall. She can be reached at (623) 930-2553 or by email at kstovall@glendaleaz.com.

Thank you,

BEUS GILBERT PLLC

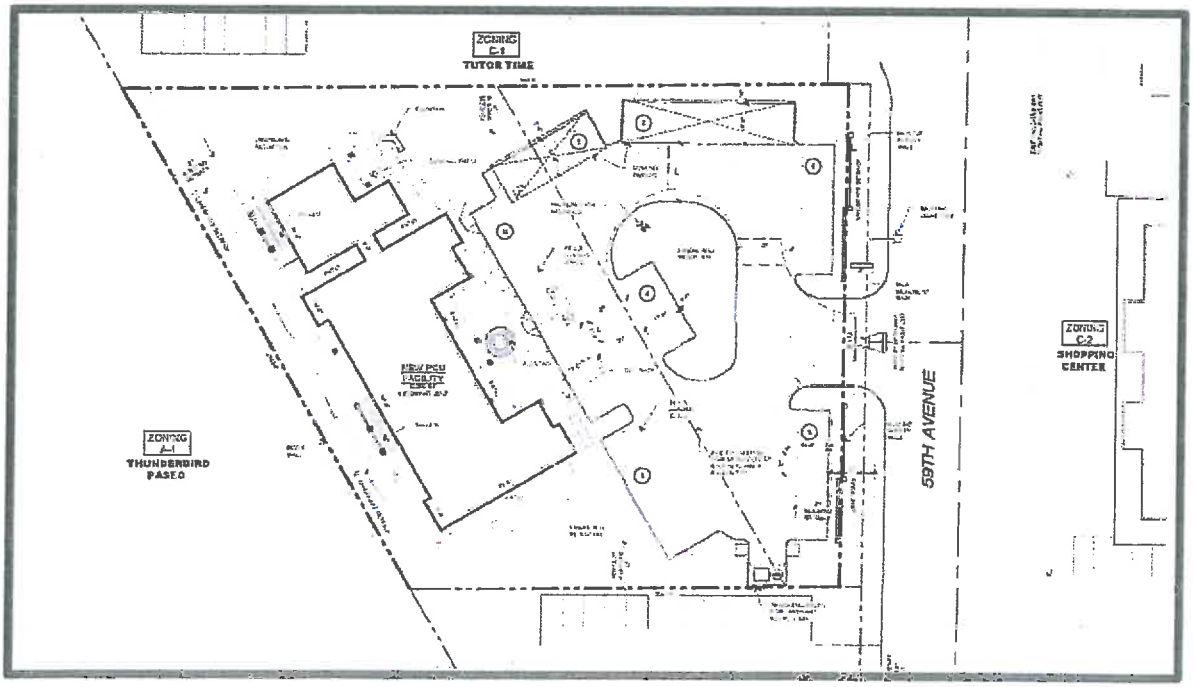
Andy Jochums, AICP
Planning Consultant

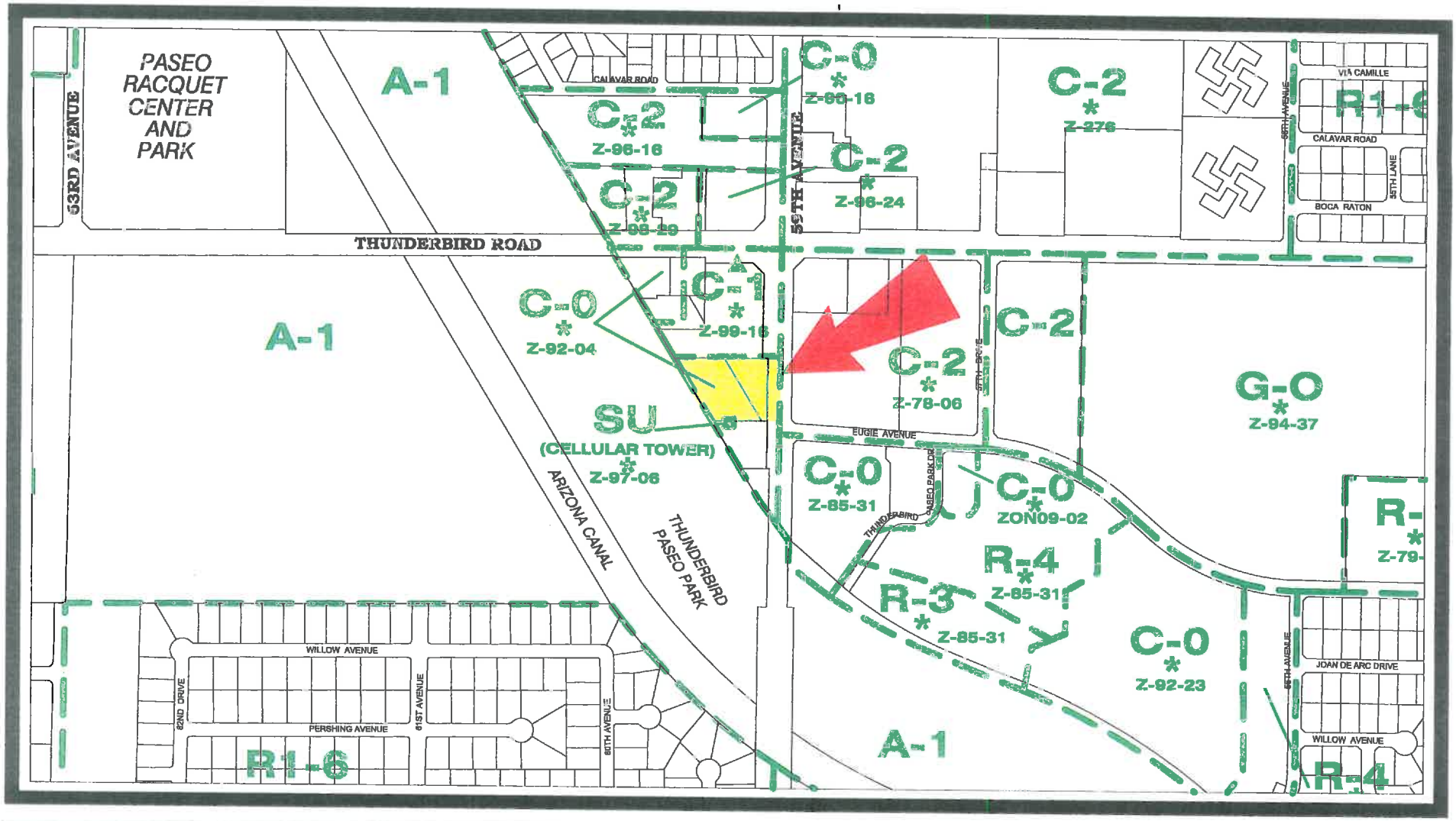
Attachments

Hospice of the Valley

Vicinity Map

Draft Site Plan





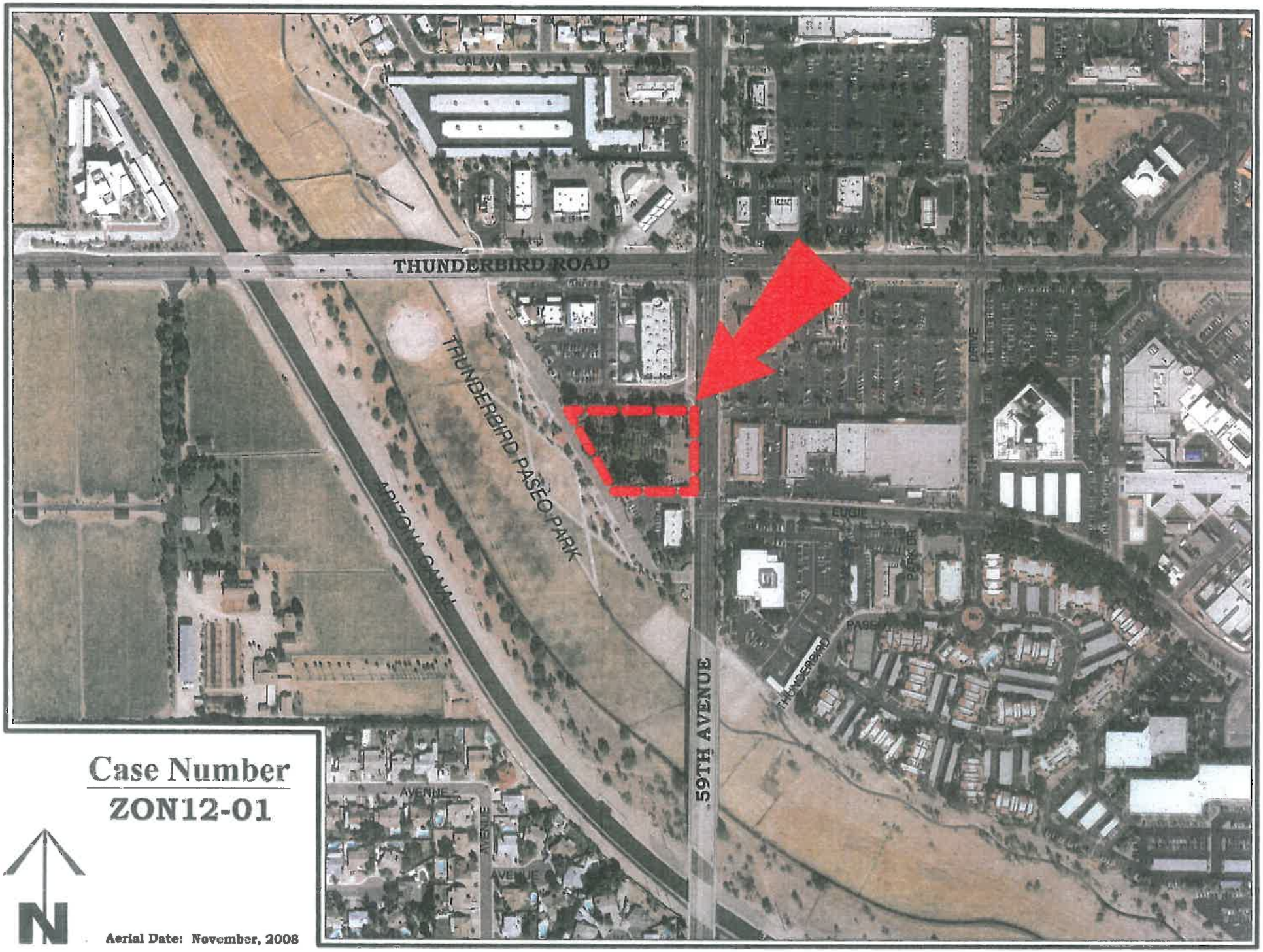
GLENDALE

CASE NUMBER
ZON12-01

N

REQUEST
REZONE FROM C-O (COMMERCIAL OFFICE) TO G-O (GENERAL OFFICE).

LOCATION
13614 N. 59TH AVENUE



Case Number

ZON12-01

N

Aerial Date: November, 2008

ORDINANCE NO. 2809 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE CHAPTER 21.1 (MODEL CITY PRIVILEGE (SALES) TAX CODE), ARTICLE IV (PRIVILEGE TAXES), SEC. 21.1-460(d) AND ARTICLE VI (USE TAX), SEC. 21.1-640(e) BY ADOPTING LOCAL OPTION V IMPOSING A TWO-LEVEL TAX STRUCTURE ON SALES AND USES OF TANGIBLE PERSONAL PROPERTY EXCEEDING $5,000; AND SETTING FORTH AN EFFECTIVE DATE OF AUGUST 1, 2012.

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

SECTION 1. That Glendale City Code Chapter 21.1 (Model City Privilege (Sales) Tax Code), Article IV (Privilege Taxes), Sec. 21.1-460(d) is hereby amended as follows:

Sec. 21.1-460. Retail sales: Measure of tax; burden of proof; exclusions.

(d) ~~(Reserved).~~ Notwithstanding the provisions of subsection (a) above, when the gross income from the sale of a single item of tangible personal property exceeds Five Thousand Dollars ($5,000), the two and two-tenths percent (2.2%) tax rate shall apply to the first $5,000. Above $5,000, the measure of tax shall be at a rate of two and two-tenths percent (2.2%).

SECTION 2. That Glendale City Code Chapter 21.1 (Model City Privilege (Sales) Tax Code), Article VI (Use Tax), Sec. 21.1-610(e) is hereby amended as follows:

Sec. 21.1-610. Use Tax: Imposition of tax; presumption.

(e) ~~(Reserved).~~ Notwithstanding the provisions of subsection (a) above, when the amount subject to the tax for any single item of tangible personal property exceeds Five Thousand Dollars ($5,000), the two and two-tenths percent (2.2%) tax rate shall apply to the first $5,000. Above $5,000, the measure of tax shall be at a rate of two and two-tenths percent (2.2%).

SECTION 3. The provisions of this Ordinance shall become effective on August 1, 2012.

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

_____
MAYOR

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

c_TaxCode_OptionV.doc

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Diane Goke, Chief Financial Officer

SUBJECT: **AMENDING CITY PRIVILEGE AND USE TAX CODE BY ADOPTING LOCAL OPTION V TO THE MODEL CITY TAX CODE (ORDINANCE) (PUBLIC HEARING REQUIRED)**

Purpose

This is a request for City Council to conduct a public hearing and adopt an ordinance amending Glendale City Code Chapter 21.1 by adopting Model City Tax Code Local Option V to impose a two-level tax structure on sales and uses of tangible personal property exceeding $5,000 at the tax rate of 2.2%. The effective date of the ordinance will be August 1, 2012.

Background

At the June 19, 2012 Council workshop, staff presented options for City Council consideration for an alternative tax rate on gross income from the sale or use of a single item of tangible personal property exceeding $5,000. At the conclusion of the Council workshop, staff was advised to proceed with the Local Option V, which will adjust the privilege (sales) and use tax rate to 2.2% for tangible personal property exceeding $5,000.

Public notice for the adoption of Local Option V was posted in the Glendale Star on May 31 and June 7, 2012 for a public hearing to occur on June 26, 2012, with an effective date of August 1, 2012.

Previous Council/Staff Actions

On June 12, 2012, Council adopted Ordinance No. 2807, New Series, increasing the privilege and use tax rates by .7%, except for the privilege tax rate on the business of renting or leasing real property for residential purposes, mining and the additional tax upon transient lodging. The tax rate increase will become effective August 1, 2012.

Community Benefit

Adopting the ordinance will allow Glendale retailers that routinely sell tangible personal property items in an amount exceeding $5,000 to remain competitive with similar retailers in neighboring cities. In addition, the tax structure will help mitigate any possible loss of large ticket spending in the community thus allowing the city to continue to capitalize on the recovering economy.

Budget Impacts & Costs

A review of the impact on revenue projections for the FY 2012-13 budget indicates the potential loss of revenue associated with implementing this tax structure for single-item purchases is estimated at $1.1 million. To mitigate the revenue loss, departmental expenditures have been reduced by $1.1 million as presented during the Council Workshop on June 19, 2012.

Recommendation

Conduct a public hearing and waive reading beyond the title and adopt an ordinance amending Glendale City Code Chapter 21.1 by adopting Model City Tax Code Local Option V to impose a two-level tax structure on sales and uses of tangible personal property exceeding $5,000 at the tax rate of 2.2%. The effective date of the ordinance will be August 1, 2012.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Diane Goke, Chief Financial Officer
SUBJECT:	AMENDING CITY PRIVILEGE AND USE TAX CODE BY ADOPTING LOCAL OPTION V TO THE MODEL CITY TAX CODE (ORDINANCE) (PUBLIC HEARING REQUIRED)

1. Ordinance
2. FY 2012-13 Base Budget Reductions

FY 2013 General Fund Operating Base Budgets

Additional Reductions associated with the Two-Tiered Sales Tax approach*

Department Name	FY 2013 Adopted Budget	Additional FY 2013 Ongoing Reductions	FY 2013 Amended Budget
City Attorney	$3,002,340	$0	$3,002,340
City Clerk	$686,030	$0	$686,030
City Court	$3,522,777	-$15,192	$3,507,585
City Manager	$817,872	-$6,793	$811,079
Communications	$2,525,257	-$82,128	$2,443,129
Community & Econ Dev	$4,431,624	-$50,335	$4,381,289
Financial Services	$3,179,728	-$17,732	$3,161,996
Fire Services	$25,124,623	-$208,679	$24,915,944
HR & Risk Mgt	$1,690,064	-$14,037	$1,676,027
Intergovt. Programs	$634,349	-$2,500	$631,849
Internal Audit	$288,497	-$1,000	$287,497
Mayor & Council	$1,376,853	-$74,744	$1,302,109
N'Hood & Human Svcs	$2,103,082	-$100,060	$2,003,022
Non-Departmental	$644,720	$0	$644,720
Parks, Rec & Library	$12,446,410	-$109,607	$12,336,803
Police Services	$48,017,094	-$398,817	$47,618,277
Public Works	$7,150,632	-$52,395	$7,098,237
Tech. & Innovation	$2,756,730	$0	$2,756,730
Totals	$120,398,682	-$1,134,019	$119,264,663

* Excludes the A7500 series accounts that include internal service premiums, lease principal & interest, etc.

ORDINANCE NO. 2810 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF GLENDALE, SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2013; AND DECLARING AN EMERGENCY.

WHEREAS, by the provisions of state law, the ordinance levying taxes for Fiscal Year 2012-13 is required to be finally adopted no later than the third Monday in August; and

WHEREAS, the County of Maricopa is the assessing and collecting authority for the City of Glendale, and the Clerk is hereby directed to transmit a certified copy of the ordinance to the County Assessor and the Board of Supervisors of the County of Maricopa, Arizona.

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

SECTION 1. That there is hereby levied on each One Hundred Dollars ($100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Glendale, except such property as may be by law exempt from taxation, a primary property tax rate, equal to $0.2252, estimated to raise the sum of Two Million Five Hundred Eighty-Two Thousand Three Hundred Twenty-Five Dollars ($2,582,325) for the fiscal year ending on the 30th day of June, 2013. If such sum exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Maricopa is hereby authorized to reduce the levy to the maximum amount allowed by law.

SECTION 2. That in addition to the rate set in Section 1 hereof, there is hereby levied on each One Hundred Dollars ($100.00) of assessed valuation of all property, both real and personal, within the corporate limits of Glendale, except such property as may be by law exempt from taxation, a secondary property tax rate, equal to $1.6753, estimated to raise the sum of Nineteen Million Two Hundred Fifty-Three Thousand Six Hundred Thirty-Three Dollars ($19,253,633) for the purpose of providing a bond interest and redemption fund for the City of Glendale for the fiscal year ending June 30, 2013.

Irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings of any deed or sale pursuant thereto, the

validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Glendale upon such property for the delinquent taxes unpaid thereof; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien therefor or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 3. Whereas the immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health, and safety of the City of Glendale, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage, adoption, and approval 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 of Arizona.

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

_____
MAYOR

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

b_prop tax levy FY13.doc

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Sherry M. Schurhammer, Executive Director, Financial Services

SUBJECT: **FISCAL YEAR 2012-13 PROPERTY TAX LEVY ADOPTION**

Purpose

This is a request for City Council to adopt an ordinance setting the Fiscal Year (FY) 2012-13 primary property tax rate at $0.2252 per $100 of assessed valuation and the secondary property tax rate at $1.6753 per $100 of assessed valuation, an increase of $0.3054. The total property tax rate will increase $0.3054 from $1.5951 to $1.9005.

Background

Arizona state law requires Council to set the property tax levy by the third Monday in August.

Arizona's property tax system consists of two tiers. The primary property tax levy has state-mandated maximum limits; however, it can be used by a city for any purpose. The primary property tax revenue is included in the General Fund's operating budget. The secondary property tax levy is not limited; however, it can be used only to retire the principal and interest on a municipality's bonds. The secondary property tax revenue funds much of the city's capital improvement plan.

All Truth in Taxation requirements of A.R.S. 42-17107 have been met. A Truth in Taxation hearing is not required; according to the Property Tax Oversight Commission's letter of April 30, 2012, a Truth in Taxation hearing is required only if the city chose to levy a primary rate greater than $0.2592. The public notice requirements of A.R.S. 42-17103 also have been met.

Previous Council/Staff Actions

A public hearing on the proposed FY 2012-13 property tax levy was conducted at the June 12, 2012 Council meeting. At that same meeting, Council also conducted a public hearing on the final budget and convened a special meeting to adopt a resolution approving the FY 2012-13 final operating, capital, debt service and contingency appropriation budget.

City Council reviewed the FY 2012-13 tentative budget and adopted a resolution formally approving the tentative operating, capital, debt service and contingency appropriation budget at the May 22, 2012 evening meeting. At that time, Council also gave notice of the date for the June 12, 2012 public hearings on the FY 2012-13 final budget and the FY 2012-13 property tax levy and the June 26, 2012 date for the adoption of the FY 2012-13 property tax levy. Public notices regarding this information were published in the *Glendale Star* on May 31 and June 7, 2012.

The 8th budget workshop occurred on April 23, 2012.
The 7th budget workshop occurred on April 17, 2012.
The 6th budget workshop occurred on April 3, 2012.
The 5th budget workshop occurred on March 20, 2012.
The 4th budget workshop occurred on March 6, 2012.
The 3rd budget workshop occurred on February 28, 2012.
The 2nd budget workshop occurred on February 21, 2012.
The 1st budget workshop occurred on February 14, 2012.

At the January 10, 2012 Council meeting, an ordinance was adopted authorizing the refunding/restructuring of outstanding water/sewer revenue obligations and Municipal Property Corporation (MPC) excise tax revenue bonds and authorizing the issuance of these bonds in an amount not to exceed $99 million and $70 million respectively.

At the January 3, 2012 Council workshop, staff presented the debt management plan and options related to refinancing outstanding MPC debt and refunding outstanding water/sewer debt.

Community Benefit

Glendale's budget is an important financial, planning and public communication tool. It gives residents and businesses a clear and concrete view of the city's direction for public services, operations and capital facilities and equipment. It also provides the community with a better understanding of the city's ongoing needs for stable revenue sources to fund public services, ongoing operations and capital facilities and equipment. The budget provides Council, residents and businesses with a means to evaluate the city's financial stability.

Public Input

All eight budget workshops were open to the public and were posted publicly per state requirements. The Council budget workbook materials were posted publicly along with each of the workshop's meeting agenda.

In accordance with the posting requirements of A.R.S. 9-499.15, a notice of this rate increase was posted to the city website's home page sixty (60) days in advance of today's meeting.

Public notices were printed in the May 31 and June 7, 2012 issues of *The Glendale Star* regarding the date, time and location for the public hearings regarding the FY 2012-13 final budget and the FY 2012-13 property tax levy as well as the date for the adoption of the property tax levy.

Budget Impacts & Costs

It is estimated that the FY 2012-13 primary property tax rate will generate approximately $2.6 million and the FY 2012-13 secondary property tax rate will generate approximately $19.3 million for a total of approximately $21.8 million.

Recommendation

Waive reading beyond the title and adopt an ordinance setting the FY 2012-13 primary property tax rate at $0.2252 per $100 of assessed valuation and the FY 2012-13 secondary property tax rate at $1.6753 per $100 of assessed valuation. The total property tax rate will increase from $1.5951 to $1.9005.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Sherry M. Schurhammer, Executive Director, Financial Services
SUBJECT:	FISCAL YEAR 2012-13 PROPERTY TAX LEVY ADOPTION

1. Ordinance

ORDINANCE NO. 2811 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:

_____
City Manager

b_cleanup_final_2012.doc

FY 2011-12 CleanUp Ordinance - Exhibit A (2nd Pass)

			Transfer From..						Transfer To..				
Line	Type of Transfer	Date	Fund	Rollup	Div	Division Description	Acct	Amount	Fund	Rollup	Div	Division Description	Acct
1	CIP Transfer	4th Qtr	1980	805	91002	Fund 1980 CIP Reserve	510200	84,850	1980	800	68123	Glendale Surface & Fac Parking	551200
2	CIP Transfer	4th Qtr	2000	805	91007	Fund 2000 CIP Reserve	510200	25,000	2000	800	68916	Bridge Repair Program	551200
3	Other Transfer	4th Qtr	1000	421	13040	Parks Maintenance	513400	25,000	1000	422	14720	Foothills Recreation Center	524400
4	Other Transfer	4th Qtr	1000	452	15220	Library	527400	75,000	1000	422	14720	Foothills Recreation Center	500400
5	Other Transfer	4th Qtr	1000	452	15220	Library	527800	30,000	1000	422	14720	Foothills Recreation Center	500400
6	Other Transfer	4th Qtr	1340	245	11910	Contingency Appropriation	510200	100,000	1000	151	10615	Outside Legal Fees	518200
7	Other Transfer	4th Qtr	1340	245	11910	Contingency Appropriation	510200	67,000	1000	131	10310	CM Office	500200
8	Other Transfer	4th Qtr	1840	331	34001	Grant Approp - Fire Dept	510200	19,000	1000	333	12492	Air-Med & Logistics Ops (HALO)	518200
9	Other Transfer	4th Qtr	1840	452	36006	Grant Approp - Library	510200	138,500	1260	452	15410	Library Book Fund	551400
10	Other Transfer	4th Qtr	1840	452	36006	Grant Approp - Library	510200	180,500	1260	452	15410	Library Book Fund	521000
11	Other Transfer (Sch4)	4th Qtr	1780	100	01780	Arena Special Revenue	701940	684,046	1940	100	01940	MPC Bond Debt	601780
12	Other Transfer (Sch4)	4th Qtr	2540	100	02540	Self-Insurance Rev.	702560	200,000	2560	100	02560	Worker's Comp Revenues	602540

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Sherry M. Schurhammer, Executive Director, Financial Services

SUBJECT: **FISCAL YEAR 2011-12 BUDGET AMENDMENTS**

Purpose

This is a request for City Council to adopt an ordinance approving the FY 2011-12 budget amendments.

Background

A budget amendment is a transfer of appropriation authority and most amendments are done to reconcile the prior fiscal year's actuals savings with requested carryover. Overall, the City of Glendale's total FY 2011-12 budget appropriation across all funds is unchanged.

Budget amendments are associated with appropriation changes between departments to accommodate actual spending activity. The budget represents a plan for spending and is established several months before the current FY commenced. As actual spending activity occurs, transfers of appropriation authority within and between departments is required to reflect changes to the initial spending plan. The causes of changes to the initial spending plan can be summarized as follows: unexpected expenses arise due to unforeseen circumstances and planned spending does not occur as work plans are modified to address changing circumstances.

While Council approved a similar ordinance for FY 2011-12 at the May 22, 2012 evening meeting, another ordinance is required to capture unexpected year-end appropriation authority transfers that were needed since mid-May.

Previous Council/Staff Actions

Council approved a similar ordinance for FY 2011-12 on May 22, 2012.

Council approved a similar ordinance for FY 2010-11 on January 24, 2012.

Budget Impacts & Costs

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

Recommendation

Waive reading beyond the title and adopt an ordinance approving the FY 2011-12 budget amendments.

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Sherry M. Schurhammer, Executive Director, Financial Services
SUBJECT:	FISCAL YEAR 2011-12 BUDGET AMENDMENTS

1. Ordinance

RESOLUTION NO. 4598 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, SETTING FORTH THE RESIDENT AND NON-RESIDENT FEES FOR PARKS, RECREATION AND LIBRARY SERVICES; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION 1. That pursuant to Glendale City Code Sec. 2-2 (Enactment of fees; establishment of amount), along with Glendale City Code Chapters 20 (Library) and 27 (Parks and Recreation), the resident and non-resident fees for parks, recreation and library services shall be as set forth in Attachment "A" attached hereto and incorporated herein by this reference.

SECTION 2. That the rates established and adjusted by this resolution shall become effective July 1, 2012.

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

_____
MAYOR

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

f_ParksRec&Library.doc

Attachment “A”

Library Fees

Library Program Item	Resident Hourly Fee	Non-resident Hourly Fee	Commercial Hourly Fee
Main Library			
Auditorium	$151	$187	$223
Large Meeting Room	$26	$32	$38
Small Meeting Room	$14	$18	$21
Main Meeting Room Wing	$191	$237	$282
Front Lawn	$100	$150	$200
Xeriscape Garden	$50	$75	$100
Foothills Library			
Roadrunner Room	$88	$109	$129
Quail	$45	$55	$66
Eagle	$32	$39	$47
Hummingbird	$24	$30	$36
Foothills Meeting Room Wing	$112	$139	$165

Overdue Fines

Program Item	Overdue Fee
Overdue Books, Audiocassettes, CDs, Videocassettes	$.25/day
Overdue Magazines (except current issue)	$.25/day
E-Readers	$1/day

Note: Weekend and/or after hours fees includes hiring one city staff member at $25 per hour except for the Main Library Meeting Room Wing where two city staff members are required.

Aquatics

Aquatics Program Item	Resident Fee	Non-Resident Fee
Rose Lane Swim Lessons	$26	$49
Foothills Swim Lessons	$26	$49
Rose Lane Private/Semi Private Lessons	$35	$42
Foothills Private/Semi Private Lessons	$35	$42
Rose Lane Lap Swim	$3	$3
Rose Lane Aquatics Admission- Youth(3-17)	$2.50	$3.50
Rose Lane Aquatics Admission-Adult(18-54)	$5	$6
Rose Lane Aquatics Admission-Senior(55+)	$3	$5
Foothills Aquatics Admission- Youth(3-17)	$2.50	$3.50
Foothills Aquatics Admission-Adult(18-54)	$5	$6
Foothills Aquatics Admission- Senior(55+)	$3	$5
Rose Lane Swim Pass 15 Use Age 3-17	$33	$49
Rose Lane Swim Pass 15 Use Age 18-54	$70	$86
Rose Lane Swim Pass 15 Use Age 55+	$40	$71
Foothills Swim Pass 15 Use Age 3-17	$33	$49
Foothills Swim Pass 15 Use Age 18-54	$70	$86
Foothills Swim Pass 15 Use Age 55+	$40	$71
Rose Lane Summer Parties	$200	$275
Lifeguard Training/WSI Classes	$150	$200
Foothills Summer Parties	$200	$275
Private Swim Team Rentals per hour - Rose Lane (excludes required lifeguards)	$28	NA
Private Swim Team Rentals per hour - Foothills (excludes required lifeguards)	$41	NA
Water Aerobics 15 Use Punch Card	$68	$83

Adult Center

Adult Center Program Item	Resident Fee	Non-Resident Fee	Commercial Rate
Annual Membership Fee	$40	$60	NA
Palo Verde Room - Entire Room	$158	$200	$238
Palo Verde Room - Multi-Purpose Only	$122	$152	$180
Palo Verde Room - Dining Area	$37	$46	$59
Rental Security Fee per hour	$25	$25	
Membership Badge Replacement	$2	$2	
New Membership Badge Lanyards	$3	$3	
Basic Computer Class Series	$48	$64	
New Special Event Entertainment and Luncheons	$6	$8	
Adaptive Bowling Program	$23	$30	
Adaptive Theatre Kidz	$25	$29	
Adaptive Bingo Program	$6	$6	

Foothills Recreation & Aquatics Center

FRAC Program Item	Resident Fee	Non-Resident Fee
Adult 15-Punch Pass (ages 20-54)	$72	$96
Adult Daily Pass (ages 20-54)	$6	$8
2 Person * Pass Monthly	$60	$72
2 Person * Pass Annual	$600	$720
Family Pass ** Monthly	$70	$84
Family Pass ** Annual	$700	$840
Student Monthly (ages 13-19)	$25	$30
Student Annual (ages 13-19)	$250	$300
Student 15-punch pass (ages 13-19)	$48	$60
Student Daily Pass (ages 13-19)	$4	$5
Youth Monthly (ages 5-12)	$20	$24
Youth Annual (ages 5-12)	$200	$240
Youth 15-punch pass (ages 5-12)	$36	$48
Youth Daily Pass (ages 5-12)	$3	$4
Senior Monthly (ages 55+)	$25	$30
Senior Annual (ages 55+)	$250	$300
Senior 15-punch Pass (ages 55+)	$60	$72
Senior Daily Pass (ages 55+)	$5	$6
Group/Corporate Pass ***	$400	$4,000

* = Any two people residing at the same address.
** = Two adults plus unlimited, unmarried children living at the same address.
*** = Minimum of 20 people age 9 or older with 51% or more Glendale residents OR pass payment made by a Glendale business.

General Park Amenity & Room Rental Fees

General Rental Program Item	Resident Hourly Fee	Non-Resident Hourly Fee	Commercial Hourly Fee
Small Ramada Rentals	$10	$12	$14
Large Ramada Rentals	$15	$18	$23
SRP & WARP Ramadas	$25	$40	$45
Amphitheater	$55	$65	$80
Municipal Complex B-1	$22	$25	$30
Municipal Complex B-2	$25	$31	$37
Municipal Complex B-5	$23	$28	$33
Employee Lounge	$70	$85	$100
Council Chambers	$140	$160	$200
Beer Permits	$20 each	$25 each	
New Annual Vendor Fee SRP & WARP	$250	$250	
New Annual Vendor Fee - Other Parks	$100	$250	

Historic Sahuaro Ranch Rental Fees

Sahuaro Ranch Rental Program Item	Proposed Resident Fee	Proposed Non-Resident Fee
Fruit Packing Shed- Weekends	$535	$659
Additional Hour	$165	$199
Fruit Packing Shed- Weekdays*	$375	$465
Additional Hour	$115	$139
Barnyard- Weekends	$369	$465
Additional Hour	$115	$145
Barnyard- Weekdays*	$259	$325
Additional Hour	$85	$105
Foreman's House- Weekends	$369	$465
Additional Hour	$115	$145
Foreman's House- Weekdays*	$259	$325
Additional Hour	$85	$105
Demo Area- Weekends	$269	$335
Additional Hour	$85	$99
Demo Area- Weekdays*	$189	$235
Additional Hour	$59	$69
Front Lawns- Weekends	$369	$465
Additional Hour	$115	$145
Front Lawns- Weekdays*	$259	$325
Additional Hour	$85	$105
Olive Grove-Weekend	$295	$365
Additional Hour	$89	$115
Olive Grove-Weekdays*	$205	$255
Additional Hour	$65	$85
Commercial Photography Permit	$100	$100

*Rentals are booked with a 4hr block minimum. Additional hours are available to purchase.
*Weekday prices reflect a 30% discount. Weekdays include Monday-Thursday only.
*Photography permits will be annual permits.
*All rentals require a $200 refundable deposit.

Glendale Recreation After School Program (GRASP)

Program Item	Daily Resident	Weekly Resident	Daily Non-Resident	Weekly Non-Resident
AM	$8	$35	$10	$45
PM	$15	$60	$18	$75
AM/PM	$18	$75	$21	$90
1st Hour	$6	$25	$8	$35
Full Break Day	$25	$105	$35	$155
Half Break Day	$15	$70	$18	$85
Registration Fee	Resident = $30 / Non-Resident = $40			

Sport Fields

Sport Fields Program Item	Proposed Resident Hourly Fee	Proposed Non-Resident Hourly Fee
Premier Youth Ballfield Rentals	$17	$25
Premier Adult Ballfield Rentals	$28	$39
Non-Premier Youth Ballfield Rentals	$13	$19
Non-Premier Adult Ballfield Rentals	$21	$31
Bonsall Hockey Rink- Youth	$17	$25
Bonsall Hockey Rink- Adult	$28	$39

CITY OF GLENDALE

Council Communication

Business-Voting Agenda

06/26/2012

TO: Honorable Mayor and City Council

FROM: Horatio Skeete, Interim City Manager
PRESENTED BY: Erik Strunk, Executive Director, Parks, Recreation and Library Services

SUBJECT: **FEE ADJUSTMENTS FOR PARKS, RECREATION AND LIBRARY SERVICES**

Purpose

This is a request for City Council to adopt a resolution approving rate adjustments for Parks, Recreation and Library Services Department, pursuant to City Code Chapters 20 (Library) and 27 (Parks and Recreation).

Background

The City of Glendale's Parks, Recreation and Library Services Department is nationally recognized and has received numerous awards for partnering to provide a variety of recreation, educational and social activities for Glendale residents for all ages and walks of life.

As a part of the department, the Glendale Library System is responsible for the operations and services of the Velma Teague, Main and Foothills libraries. It is the combined mission of these facilities to promote literacy and cultural enrichment throughout Glendale. In Fiscal Year (FY) 2010-11, the Library System circulated over 2.1 million items; hosted 885,000 library patrons; had 257,000 computer lab users; and sponsored over 1,800 educational programs resulting in approximately 53,000 participants.

The Parks and Recreation Division is responsible for the upkeep, maintenance and providing services at 92 different neighborhood, community and regional park and open-space sites; two aquatics centers; 23 sports fields; and four city-owned community recreation centers. The division is also responsible for overseeing eight Glendale Recreation After School Program (G.R.A.S.P.) sites; the allocation system used to rent-out athletic fields used by approximately 90,000 participants each year; the rental of all ramadas and facilities for private and public use; ensuring that 77,000 open-swim and aquatics lesson participants are safe and supervised; providing recreational opportunities for 3,118 active members of the Adult Center; and for providing services to over 5,000 persons annually special interest classes.

The ability to provide many of these programs and services is contingent upon the establishment and collection of user fees. These user fees have typically been established and charged for the private use of public facilities and/or to offset the costs to provide certain parks, recreation and

library services. As a part of the FY 2012-13 Council budget review process, staff reviewed and developed proposed fee adjustments for a variety of programs and services offered by the Parks, Recreation and Library Services Department, to provide additional revenue to continue them.

Previous Council/Staff Actions

On April 17, 2012, and as part of the recent budget review process, staff brought forward a plan to adjust fees at the Glendale Adult Center, Foothills Recreation and Aquatics Center, Sports Fields, Parks and Recreation Facility Rentals, the Historic Sahuaro Ranch, Aquatics Programs, G.R.A.S.P. Programs, and to implement new rental fees for meeting rooms at the Main and Foothills Library Branches. Research of comparable rates show the adjustments and new fees will price the facilities and programs in a competitive range.

Council was again presented with the fee adjustments at the budget meeting on April 23, 2012, and provided staff direction to include them in the FY 2012-13 budget. In accordance with the posting requirements of A.R.S. 9-499.15, a notice of this rate increase was posted to the city website home page 60 days in advance of today's meeting.

Community Benefit

The mission of the Parks, Recreation and Library Services Department is to provide top-quality recreational and educational facilities and services. Increasing facility usage by providing first class services and programs at competitive rates that generate revenue for the City of Glendale continues to be a positive contribution to the quality of life for the community.

Budget Impacts & Costs

This revenue enhancement opportunity was discussed during the FY 2012-13 budget workshops on April 17 and April 23, 2012. The adjustment of the fees is expected to generate an additional $643,000 annually. All revenue generated from these fee adjustments will be deposited into the General Fund.

Recommendation

Waive reading beyond the title and adopt a resolution approving rate adjustments for Parks, Recreation, and Library Services Department, pursuant to City Code Chapters 20 (Library) and 27 (Parks and Recreation), effective July 1, 2012.

Horatio Skeete

Horatio Skeete
Interim City Manager

Attachment Memorandum

DATE:	06/26/2012
TO:	Horatio Skeete, Interim City Manager
FROM:	Erik Strunk, Executive Director, Parks, Recreation and Library
SUBJECT:	FEE ADJUSTMENTS FOR PARKS, RECREATION AND LIBRARY SERVICES

1. Resolution
2. Department Memo - Fee Adjustments

Parks, Recreation & Library Services
Memorandum

DATE: June 26, 2012
TO: Horatio Skeete, Interim City Manager
FROM: Erik Strunk, Executive Director, Parks, Recreation and Library

SUBJECT: FEE ADJUSTMENTS FOR PARKS, RECREATION AND LIBRARY SERVICES

Recommendation

Adopt the proposed department fee adjustments as a part of the FY13 Budget. This is required per Section 2-2 of the City Code. Notice of these rate increases was posted to the City's website sixty (60) days in advance of the June 26, 2012 Council meeting.

Background

As a part of the FY13 Cost for Service discussions, the City Council directed City staff to make adjustments for user fees charged by the Parks, Recreation and Library Services Department for a variety of programs and services. Per the April 23, 2012, Council budget review meeting, the total amount of new revenue that would be generated regarding these proposed fee adjustments would amount to approximately $643,000.

What follows is a brief description of these fees, in addition to detail information pertaining to each of the adjusted fee categories.

1. New Library Fees: Outside of overdue fines and administrative replacement fees for lost or destroyed circulation items, effective July 1, 2012, the Library will begin charging new room rental fees for the auditorium, large meeting room, small meeting room, the use of the front lawn, and Xeriscape garden at the Main Library. The Foothills Branch Library will begin charging for the use of its Roadrunner, Quail, Eagle, and Hummingbird meeting rooms. For weekend and/or after hours use, rental of any of the Library's rooms will also include an additional hourly fee ($25/hour) for staff, as appropriate. The new rental rates for these rooms are based on a $.0425/square foot fee for residential/non-profit organizations; $.0525/square foot for non-resident use; $.0625/square foot for commercial use.

Program	Proposed Resident Hourly Fee	Proposed Non-residents Hourly Fee	Proposed Commercial Hourly Fee
Main Library			
Auditorium	$151	$187	$223
Large Meeting Room	$26	$32	$38

Program	Proposed Resident Hourly Fee	Proposed Non-residents Hourly Fee	Proposed Commercial Hourly Fee
Small Meeting Room	$14	$18	$21
Main Meeting Room Wing	$191	$237	$282
Front Lawn	$100	$150	$200
Xeriscape Garden	$50	$75	$100
Foothills Library			
Roadrunner	$88	$109	$129
Quail	$45	$55	$66
Eagle	$32	$39	$47
Hummingbird	$24	$30	$36
Foothills Meeting Room Wing	$112	$139	$165

In addition to the new fees for room rentals, the Library system will increase its overdue fees for books, CD's, audiocassettes, magazines and videocassettes from $.20 cents to $.25 cents per day. The overdue fine for E-Readers (a program that will begin in FY12-13) will consist of $1.00/per day. This is consistent with the fees charged by the majority of other Valley library systems.

2. New Aquatics Fees: Because the summer aquatics season started on June 2, 2012, it was necessary and prudent to publicize the new fees and hours of operation and to begin collecting the new fees in time for the start of the summer swim season. This was done upon final review and direction by Council on April 23, 2012 at its last budget workshop hearing. The Council provided direction to staff to develop fees so that it will generate approximately 50% of its budgeted costs. Additionally, the new "gate fees" (the fees charged for open-swim admission) will result in consistent pricing at the Rose Lane Aquatics Center and the Foothills Recreation and Aquatics Center.

Aquatics Program	Current Resident Fee	Proposed Resident Fee	Current Non-Resident Fee	Proposed Non-Resident Fee
Rose Lane Swim Lessons	$21	$26	$38	$49
Foothills Swim Lessons	$21	$26	$38	$49
Rose Lane Private/Semi Private Lessons	$30	$35.	$35	$42
Foothills Private/Semi Private Lessons	$30	$35	$35	$42
Rose Lane Lap Swim	$2	$3	$2	$3
Rose Lane Aquatics Admission- Youth(3-17)	$1	$2.50	$1	$3.50
Rose Lane Aquatics Admission-Adult(18-54)	$3	$5	$6	$6
Rose Lane Aquatics Admission-Senior(55+)	$2.50	$3	$5	$5
Foothills Aquatics Admission- Youth(3-17)	$2.50	$2.50	$3	$3.50
Foothills Aquatics Admission-Adult(18-54)	$5	$5	$6	$6
Foothills Aquatics Admission- Senior(55+)	$2.50	$3	$3	$5

Aquatics Program	Current Resident Fee	Proposed Resident Fee	Current Non-Resident Fee	Proposed Non-Resident Fee
Rose Lane Swim Pass 15 Use Age 3-17	$13	$33	NA	$49
Rose Lane Swim Pass 15 Use Age 18-54	$39	$70	NA	$86
Rose Lane Swim Pass 15 Use Age 55+	$32.50	$40	NA	$71
Foothills Swim Pass 15 Use Age 3-17	NA	$33	NA	$49
Foothills Swim Pass 15 Use Age 18-54	NA	$70	NA	$86
Foothills Swim Pass 15 Use Age 55+	NA	$40	NA	$71
Rose Lane Summer Parties	$145	$200	$175	$275
Lifeguard Training/WSI Classes	$125	$150	$150	$200
Foothills Summer Parties	$200	$200	$275	$275
Private Swim Team Rentals per hour - Rose Lane (excludes required lifeguards)	$24	$28	NA	NA
Private Swim Team Rentals per hour - Foothills (excludes required lifeguards)	$26	$41	NA	NA
Water Aerobics 15 Use Punch Card	$60	$68	$75	$83

3. New Adult Center Fees: During the FY13 Cost for Service exercise, the Council provided direction to staff to adjust Adult Center rates and fees so that they would recover 50% of the Center's operating expenses. These fee adjustments include a variety of areas, including the Adaptive Needs fee-based programs. All rental fees are based on an hourly rate.

Adult Center Program	Current Resident Fee	Proposed Resident Fee	Current Non-Resident Fee	Proposed Non-Resident Fee	Proposed Commercial Rate
Annual Membership Fee	$10	$40	$15	$60	NA
Palo Verde Room - Entire Room	$150	$158	$181	$200	$238
Palo Verde Room - Multi-Purpose Only	$116	$122	$144	$152	$180
Palo Verde Room - Dining Area	$35	$37	$43	$46	$59
Rental Security Fee per hour	$20	$25	$20	$25	
Membership Badge Replacement	$1	$2	$1	$2	
New Membership Badge Lanyards	NA	$3	NA	$3	
Basic Computer Class Series	$40	$48	$49	$64	
New Special Event Entertainment and Luncheons	NA	$6	NA	$8	
Adaptive Bowling Program	$18	$23	$25	$30	
Adaptive Theatre Kidz	$20	$25	$24	$29	
Adaptive Bingo Program	$5	$6	$5	$6	

4. Foothills Recreation & Aquatics Center Fees: Various fees charged for the use of the amenities at the Foothills Recreation and Aquatics Center have not increased since the opening of the facility in 2006. Since then, operational costs have increased. The following fee adjustments will be made. As the operation of the facility is market-driven, the majority of these fee adjustments are comparable to fees charged at other private and public multi-recreational use centers.

FRAC Program	Current Resident Fee	Proposed Resident Fee	Current Non-Resident Fee	Proposed Non-Resident Fee
Adult 15-Punch Pass (ages 20-54)	$60	$72	$72	$96
Adult Daily Pass (ages 20-54)	$5	$6	$6	$8
2 Person * Pass Monthly	$55	$60	$66	$72
2 Person * Pass Annual	$550	$600	$660	$720
Family Pass ** Monthly	$65	$70	$78	$84
Family Pass ** Annual	$650	$700	$780	$840
Student Monthly (ages 13-19)	$20	$25	$24	$30
Student Annual (ages 13-19)	$200	$250	$240	$300
Student 15-punch pass (ages 13-19)	$37.50	$48	$45	$60
Student Daily Pass (ages 13-19)	$3	$4	$4	$5
Youth Monthly (ages 5-12)	$15	$20	$18	$24
Youth Annual (ages 5-12)	$150	$200	$180	$240
Youth 15-punch pass (ages 5-12)	$30	$36	$36	$48
Youth Daily Pass (ages 5-12)	$2.50	$3	$3	$4
Senior Monthly (ages 55+)	$20	$25	$24	$30
Senior Annual (ages 55+)	$200	$250	$240	$300
Senior 15-punch Pass (ages 55+)	$30	$60	$36	$72
Senior Daily Pass (ages 55+)	$4	$5	$5	$6
Group/Corporate Pass ***	$350	$400	$3,500	$4,000

* = Any two people residing at the same address.
** = Two adults plus unlimited, unmarried children living at the same address.
*** = Minimum of 20 people age 9 or older with 51% or more Glendale residents OR pass payment made by a Glendale business.

5. General Park & Historic Sahuaro Ranch Rental Fees: As a part of the Cost for Service review and development of department fee adjustments, the following general amenities were examined and are recommended by staff for adjustment.

General Rental Program	Current Resident Hourly Fee	Proposed Resident Hourly Fee	Current Non-Resident Hourly Fee	Proposed Non-Resident HourlyFee	Current Commercial Hourly Fee	Proposed Commercial Hourly Fee
Small Ramada Rentals	$8	$10	$10	$12	$12	$14
Large Ramada Rentals	$12	$15	$15	$18	$20	$23

General Rental Program	Current Resident Fee	Proposed Resident Fee	Current Non-Resident Fee	Proposed Non-Resident Fee	Current Commercial Hourly Fee	Proposed Commercial Hourly Fee
SRP & WARP Ramadas	$20	$25	$35	$40	$40	$45
Amphitheater	$50	$55	$60	$65	$75	$80
Municipal Complex B-1	$19	$22	$23	$25	$28	$30
Municipal Complex B-2	$23	$25	$29	$31	$35	$37
Municipal Complex B-5	$21	$23	$26	$28	$31	$33
Employee Lounge	$68	$70	$83	$85	$98	$100
Council Chambers	$132	$140/	$158	$160	$198	$200
Beer Permits	$15 each	$20 each	$20 each	$25 each		
New Annual Vendor Fee SRP & WARP	NA	$250	NA	$250		
New Annual Vendor Fee - Other Parks	NA	$100	NA	$250		

Historic Sahuaro Ranch Rental Program	Current Resident Fee	Proposed Resident Fee	Current Non-Resident Fee	Proposed Non-Resident Fee
Fruit Packing Shed- Weekends	$425	$535	$525	$659
Additional Hour	$129	$165	$159	$199
Fruit Packing Shed- Weekdays*	$215	$375	$265	$465
Additional Hour	$65.	$115	$79	$139
Barnyard- Weekends	$425	$369	$525	$465
Additional Hour	$129	$115	$159	$145
Barnyard- Weekdays*	$215	$259	$265	$325
Additional Hour	$65	$85	$79	$105
Foreman's House- Weekends	$235	$369	$289	$465
Additional Hour	$69	$115	$89	$145
Foreman's House- Weekdays*	$119	$259	$145	$325
Additional Hour	$35	$85	$45	$105
Demo Area- Weekends	$215	$269	$265	$335
Additional Hour	$65	$85	$79	$99
Demo Area- Weekdays*	$105	$189	$135	$235
Additional Hour	$35	$59	$45	$69
Front Lawns- Weekends	$295	$369	$369	$465
Additional Hour	$89	$115	$115	$145
Front Lawns- Weekdays*	$149	$259	$185	$325
Additional Hour	$45	$85	$59	$105

Historic Sahuaro Ranch Rental Program	Current Resident Fee	Proposed Resident Fee	Current Non-Resident Fee	Proposed Non-Resident Fee
Olive Grove-Weekend	$235	$295	$289	$365
Additional Hour	$69	$89	$89	$115
Olive Grove-Weekdays*	$119	$205	$145	$255
Additional Hour	$35	$65	$45	$85
Commercial Photography Permit	NA	$100	NA	$100

*Rentals are booked with a 4hr block minimum. Additional hours are available to purchase.
*Weekday prices reflect a 30% discount. Weekdays include Monday-Thursday only.
*Photography permits will be annual permits.
*All rentals require a $200 refundable deposit.

6. Glendale Recreation After School Program (GRASP): During the FY13 Cost for Service exercise, the Council provided direction to staff to adjust Glendale Recreation After School Fees so that they would recover 100% of the program's operating expenses. The intent of the new fees will be to transition GRASP into a self-sustaining program. Under this program qualified families will have the opportunity to apply for and receive Department of Economic Security (DES) financial assistance for child care. The proposed new fees for the GRASP will be as follows:

CURRENT FEES

Program	Daily Resident	Weekly Resident	Daily Non-Resident	Weekly Non-Resident
AM	$6	$30	$7	$36
PM	$12	$55	$14	$66
AM/PM	$14	$65	$17	$78
1st Hour	$5	$20	$6	$25
Full Break Day	$20	$100	$25	$125
Half Break Day	NA	NA	NA	NA
Reg. Fee	Res- $30 / Non- $36			

PROPOSED FY13 FEES

Program	Daily Resident	Weekly Resident	Daily Non-Resident	Weekly Non-Resident
AM	$8	$35	$10	$45
PM	$15	$60	$18	$75
AM/PM	$18	$75	$21	$90
1st Hour	$6	$25	$8	$35
Full Break Day	$25	$105	$35	$155
Half Break Day	$15	$70	$18	$85
Reg. Fee	Res- $30 / Non- $40			

7. Ballfield Rental Fees: The City of Glendale operates a variety of open-space ball field complexes. The following fee adjustments are being recommended in the following areas:

Ballfield Program	Current Resident Hourly Fee	Proposed Resident Hourly Fee	Current Non-Resident Hourly Fee	Proposed Non-Resident Hourly Fee
Premier Youth Ballfield Rentals	$14	$17	$22	$25
Premier Adult Ballfield Rentals	$25	$28	$36	$39
Non-Premier Youth Ballfield Rentals	$10	$13	$16	$19
Non-Premier Adult Ballfield Rentals	$18	$21	$28	$31
Bonsall Hockey Rink- Youth	$14	$17	$22	$25
Bonsall Hockey Rink- Adult	$25	$28	$36	$39

In summary, the proposed fee adjustments will amount to a projected $642,892 in new revenue. They are as follows:

Parks, Recreation and Library Services Proposed FY13 Fee Increase Summary

Item	Estimated New FY13 Revenue
New Library Fees:	$48,964
New Adult Center Fees:	$63,165
New GRASP Licensed Program Fees:	$337,500
New Aquatics Fees:	$26,979
Facility Rentals (ramada, Fruit Packing Shed, etc.):	$47,296
FRAC Fees:	$102,966
Field Allocation Fees:	$16,021
Total:	$642,892

Please note, the total amount of projected new revenue resulting from these fee adjustments does not include new revenue that will be generated via a new reciprocal borrowing agreement with the Maricopa County Library District (MCLD). The $77,504 in new revenue projected from this agreement is not fee-based and will occur under separate authorization by the Council.

C: Cheryl Kennedy, Chief Librarian
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