

City of Glendale Special Meeting Agenda

September 3, 2013 – 1:00 p.m.

Welcome!

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

Form of Government

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

Voting Meetings and Workshop Sessions

Voting meetings are held for Council to take official action. These meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Council Chambers of the Glendale Municipal Office Complex, 5850 West Glendale Avenue. **Workshop sessions** provide Council with an opportunity to hear presentations by staff on topics that may come before Council for official action. These meetings are generally held on the first and third Tuesday of each month at 1:30 p.m. in Room B3 of the Glendale Municipal Office complex.

Special voting meetings and workshop sessions are called for and held as needed.

Executive Sessions

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

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

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



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

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

Councilmembers

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



MAYOR JERRY P. WEIERS
Vice Mayor Yvonne J. Knaack – Barrel District

Appointed City Staff

Brenda S. Fischer – City Manager
Nicholas DiPiazza – Acting City Attorney
Pamela Hanna – City Clerk
Elizabeth Finn – City Judge

Meeting Agendas

Generally, paper copies of Council agendas may be obtained after 4:00 p.m. on the Friday before a Council meeting from the City Clerk Department inside Glendale City Hall. Additionally, the agenda and all supporting documents are posted to the city's website, www.glendaleaz.com

Public Rules of Conduct

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

How to Participate

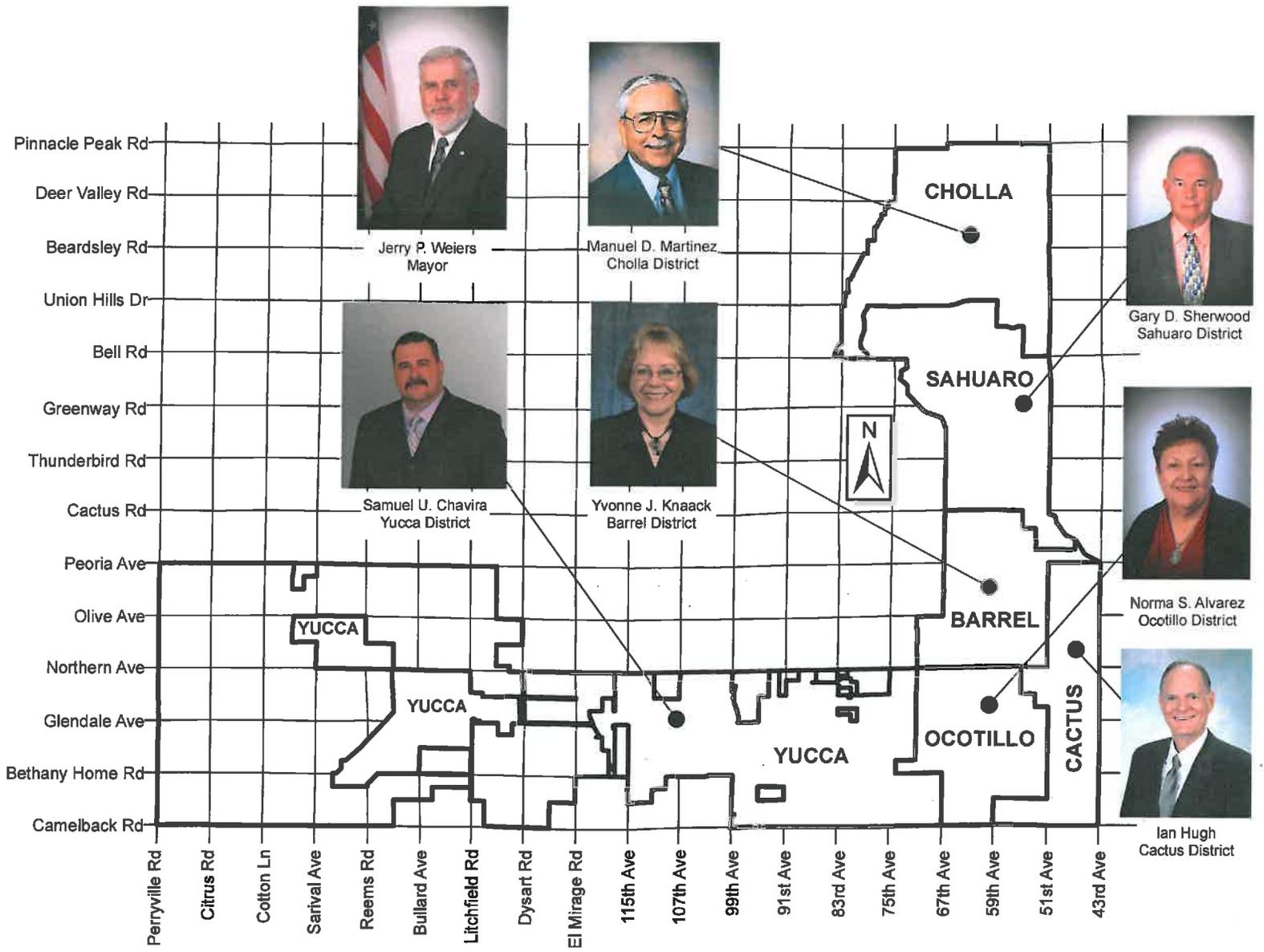
Voting Meeting - The Glendale City Council values citizen comments and input. If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a blue Citizen Comments Card. Public hearings are also held on certain agenda items. If you wish to speak on a particular item listed on the agenda, please fill out a gold Public Hearing Speakers Card. Your name will be called when the Public Hearing on the item has been opened or Citizen Comments portion of the agenda is reached. **Workshop Sessions** - There is no Citizen Comments portion on the workshop agenda.

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.

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



Council District Boundaries





GLENDALE CITY COUNCIL SPECIAL MEETING
Council Chambers
5850 West Glendale Avenue
September 3, 2013
1:00 p.m.

One or more members of the City Council may be unable to attend the Council Special 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

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.

NEW BUSINESS

1. COUNCIL APPOINTMENT OF CITY ATTORNEY

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

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

- (i) discussion or consideration of personnel matters (A.R.S. § 38-431.03(A)(1));**
- (ii) discussion or consideration of records exempt by law from public inspection (A.R.S. § 38-431.03(A)(2));**
- (iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. § 38-431.03(A)(3));**
- (iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in**

- settlement discussions conducted in order to avoid or resolve litigation (A.R.S. § 38-431.03(A)(4));
- (v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. § 38-431.03(A)(5)); or
 - (vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. § 38-431.03 (A)(7)).

Items Respectfully Submitted,



Brenda S. Fischer, ICMA-CM
City Manager



CITY COUNCIL REPORT

Meeting Date: **9/3/2013**
Meeting Type: **Voting**
Title: **COUNCIL APPOINTMENT OF CITY ATTORNEY**
Staff Contact: **Mayor and Council**

Purpose and Recommended Action

This is a request for the City Council to appoint a city attorney. The Mayor will accept a motion or motions, call for a second, and conduct a vote of the Council that shall, by virtue of assent of a majority, appoint a city attorney and authorize Human Resources to execute a contract for employment.

Background

The Glendale City Charter provides for the appointment of a city attorney. The Charter states:

Art. IV. Sec. 4. City Attorney

The council shall appoint the city attorney who shall be the chief legal advisor of all officers, departments, and agencies and of all officers and employees in matters relating to their official powers and duties. He shall represent the city in all legal proceedings. It shall be his duty to perform all services incident to his position as may be required by statute, by this charter or by ordinance. He will serve at the pleasure of the council.

Attachments

Agreement

CITY OF GLENDALE

CITY ATTORNEY EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into this ___ day of September, 2013 by and between the Mayor and Council of the City of Glendale, Arizona (“City”) and Michael Bailey (“Attorney”) (together “Parties”).

1. Term: The City does hereby agree to employ Attorney as its City Attorney, effective as of September ___, 2013 and this Agreement shall remain in full force and effect until terminated by either the City Council or Attorney as set forth in Section 9.
 - 1.1. During the Term of this Agreement, Attorney will perform all duties of the position of the City Attorney as set forth in the City’s Charter and Glendale Municipal Code as is reasonable and necessary to provide legal advice and guidance to the City and to fulfill such other professional responsibilities as are reasonably required in the role of general counsel of the City.
 - 1.2. Attorney will be permitted to perform work for other than the City as long as such work does not conflict, interfere, or adversely affect Attorney’s employment with the City and performance of duties of the position of City Attorney (e.g., teaching, writing or related activities). Attorney agrees to inform the Council of any such additional work.
2. Performance Evaluation: The City Council shall meet with Attorney within the first two (2) months of Attorney’s employment to discuss and establish mutually agreed-upon goals. The City Council shall thereafter conduct a performance evaluation annually in May of each year or as soon after May as is practical. The Council may use an outside third-party consultant of its choosing to assist the Council in performing the annual review. Performance will be evaluated based on achievement of the agreed-upon goals. During the performance evaluation, the Council and Attorney may consider supplementing and/or amending the goals. Further, Attorney shall be eligible to receive up to a five (5%) percent bonus annually based on performance. Attorney’s entitlement to such bonus shall be determined at the sole discretion of the Glendale City Council and any such bonus shall be a one-time payment and will not be added to Attorney’s base pay. Changes to base compensation and to all other benefits for Attorney may also be addressed at the time of each annual performance evaluation.
3. Base Compensation: The Base Compensation paid to Attorney shall be the sum of \$170,000 for each year of the Term.
4. Benefits: In addition to the Base Compensation, Attorney shall receive all benefits received by all full-time City personnel including, but not limited to, health, life, dental and vision insurance, sick and vacation leave maximum accruals and holiday benefits as set forth in the City’s Human Resources Policies and Procedures, subject to the specific

provisions of this Agreement. Attorney shall receive a one-time credit of five (5) days each of sick and vacation leave upon being appointed.

5. Personal Time: It is understood and agreed that Attorney will be required not only to work during normal office hours but also will spend considerable time outside of these hours including, but not limited to, attendance at Council meetings. It is agreed and understood that Attorney is allowed personal time off as compensation with said time to be determined at Attorney's discretion.
6. Professional Development: The City agrees that in order to assist the City, and assist Attorney in personal and professional development, the City Council will annually set aside an amount for Attorney's dues and membership in professional organizations including the International Municipal Lawyers Association. This amount shall include a sum sufficient to allow Attorney to participate in, and travel to, seminars that may be held outside of the metropolitan area and outside the State of Arizona.
7. Bar Association Dues: The City agrees that in order to assist the City, and assist Attorney in maintaining appropriate bar membership, the City Council will annually set aside an amount for Attorney's membership to both the Maricopa Bar Association and the Arizona State Bar Association. Attorney shall also be provided an appropriate annual amount to maintain membership to the California State Bar Association.
8. Deferred Compensation: The City shall participate in contributions to the Attorney's enrollment in a Deferred Compensation Plan of Attorney's choice at the rate of \$5,000 annually, paid in equal installments during each pay period.
9. Termination of the Agreement: Either party to this Agreement may terminate this Agreement pursuant to the following terms:
 - 9.1. Should Attorney desire to terminate this Agreement, Attorney shall provide written notice of intent to terminate at least ninety (90) days prior to the actual date of termination. Council may, by the affirmative vote of four members of the Council, at a regular or special Council meeting, agree to allow Attorney to terminate the Agreement on less than a ninety (90) day written notice or to relieve Attorney of further duties at any time during the ninety (90) day period provided, however, that full compensation be paid to Attorney up to and including the date of termination. The additional compensation set forth in Section 9.2 shall not be paid if Attorney terminates this Agreement pursuant to this Section 9.1
 - 9.2. The City Council may, by an affirmative vote of four members of the Council at any regular or special meeting, terminate this Agreement at any time, and shall establish at that meeting a date of termination. In addition to Attorney's Base Compensation, benefits and sick and vacation leave accruals due to Attorney will be paid, subject to Human Resources Policies and Procedures, up to and including the date of termination, plus severance as detailed in 9.3

- 9.3. If this Agreement is terminated under 9.2 Attorney shall, during the first year of employment, be entitled to payment of 12 months base pay; during the second year of employment be entitled to payment of 9 months base pay; and during the third year and all subsequent years of employment be entitled to payment of 6 months base pay.
 - 9.4. As good and valuable consideration for the payment of severances as set forth in Section 9.3, above, Attorney agrees to execute and deliver to City a release, releasing City, its Council, officers and employees of all claims that Attorney may have against City, its Council officers and employees that may arise out of the termination of this Agreement.
10. Professional Liability: Unless prohibited by law, City agrees to defend, hold harmless and indemnify Attorney from all demands, claims, suits, acts, errors, or other omissions in legal proceedings brought against Attorney in his individual capacity or in his official capacity, provided the incident arose while Attorney was acting within the scope of his employment.
11. General Provisions:
 - 11.1. This Agreement constitutes the entire agreement between the Parties and both Parties acknowledge that there are no other agreements, oral or otherwise.
 - 11.2. The Parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both Parties.
 - 11.3. If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remaining portion will remain unaffected and City and Attorney will enter into negotiations to correct the Agreement's defect in order to further the intent of the Agreement to be carried out to the fullest extent possible.
 - 11.4. City and its Council will not unreasonably withhold appropriation authority to fund salary, benefits and any other provisions of this Agreement.
 - 11.5. This Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

ATTORNEY:

CITY:

Michael Bailey

Jerry Weiers
Mayor

ATTEST:

Pamela Hanna, (Seal)
City Clerk

APPROVED AS TO FORM:

Nicholas C. DiPiazza
Acting City Attorney