



# City of Glendale

5850 West Glendale Avenue  
Glendale, AZ 85301

## Voting Meeting Agenda City Council

*Mayor Jerry Weiers*  
*Vice Mayor Ian Hugh*  
*Councilmember Jamie Aldama*  
*Councilmember Joyce Clark*  
*Councilmember Ray Malnar*  
*Councilmember Lauren Tolmachoff*  
*Councilmember Bart Turner*

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Tuesday, January 24, 2017

6:00 PM

Council Chambers

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### Voting Meeting

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

#### **AMENDED VOTING MEETING AGENDA**

**On January 23, 2017 at 10:35 a.m., the agenda summary was amended to add an Executive Session.**

#### **AMENDED VOTING MEETING AGENDA**

**On January 19, 2017 at 1:35 p.m., the agenda summary was amended to add the Approval of the Minutes of January 10, 2017 (Item #1) and an Authorization to Enter into a Development Agreement with Bechtel Corporation (Item #12).**

#### **CALL TO ORDER**

#### **POSTING OF COLORS**

#### **PLEDGE OF ALLEGIANCE**

#### **PRAYER/INVOCATION**

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Mayor's Office and interested persons should contact the Mayor's Office for further information.

#### **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. When your name is called by the Mayor, please proceed to the podium. State your name and the city in which you reside for the record. If you reside in the City of Glendale, please state the Council District you live in (if known) and begin speaking. Please limit your comments to a period of three minutes or less.

### APPROVAL OF THE MINUTES OF JANUARY 10, 2017

1. [17-013](#) APPROVAL OF THE MINUTES OF THE JANUARY 10, 2017 VOTING MEETING

Staff Contact: Julie K. Bower, City Clerk

**Attachments:** [Meeting Minutes of January 10, 2017](#)

### CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council. Items on the consent agenda are intended to be acted upon in one motion unless the Council wishes to hear any of the items separately.

2. [17-019](#) RECOMMEND APPROVAL OF WINE FESTIVAL LICENSE, AZ WINE CELLARS LLC

Staff Contact: Vicki Rios, Director, Budget and Finance

**Attachments:** [Application](#)  
[Calls for Service](#)

3. [16-674](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21972, SUSHI PLUS
- Staff Contact: Vicki Rios, Director, Budget and Finance

**Attachments:** [Map](#)  
[Calls for Service](#)

4. [16-675](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21983 EDDIE'S LOUNGE

Staff Contact: Vicki Rios, Director, Budget and Finance

**Attachments:** [Map](#)  
[Calls for Service](#)

5. [16-641](#) AUTHORIZATION TO APPROVE THE SOLE SOURCE PURCHASE OF ANNUAL MAINTENANCE SUPPORT FROM TCS AMERICA, INC., FOR THE TAX MANTRA SYSTEM

Staff Contact: Vicki Rios, Director, Budget and Finance

**Attachments:** [Agreement](#)

6. [17-005](#) AUTHORIZATION FOR THE RATIFICATION OF EXPENDITURES WITH HEMPELMAN AUTO PARTS CO., DOING BUSINESS AS NAPA AUTO PARTS, FOR ONSITE AUTOMOTIVE AND HEAVY EQUIPMENT PARTS, REPAIR AND SERVICES, AND AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT TO INCREASE EXPENDITURE AUTHORITY

Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**      [Amendment No. 1](#)

7.      [17-011](#)      AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. AND APPROVAL OF A BUDGET APPROPRIATION TRANSFER FOR THE 95TH AVENUE EXTENSION PROJECT  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**      [Professional Services Agreement](#)

8.      [17-015](#)      AUTHORIZATION TO ENTER INTO AMENDMENT NO. 3 AGREEMENT FOR SERVICES WITH SMG FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES PROVIDED BY THE GLENDALE FIRE DEPARTMENT AT THE UNIVERSITY OF PHOENIX STADIUM  
Staff Contact: Jean Moreno, Executive Officer, Strategic Initiatives and Special Projects

**Attachments:**      [Amendment No. 3](#)

#### CONSENT RESOLUTIONS

9.      [17-004](#)      RESOLUTION NO. R17-02  
  
A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF SUBRECIPIENT AGREEMENT (NUMBER 150803-03) AND AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF FFY 2015 HOMELAND SECURITY GRANT PROGRAM AWARD REALLOCATION FROM THE STATE OF ARIZONA DEPARTMENT OF HOMELAND SECURITY, IN THE APPROXIMATE AMOUNT OF \$22,500, TO ASSIST WITH THE URBAN AREA SECURITY INITIATIVE ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.  
Staff Contact: Rick St. John, Police Chief

**Attachments:**      [Resolution No. R17-02 Agreement](#)

10.     [17-006](#)      RESOLUTION NO. R17-03  
  
A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO CHANGE ORDER NO. 2 FOR AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-90-X131 RELATING TO TRANSIT SERVICES.  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**      [Resolution No. R17-03 Change Order No. 2](#)

11.     [17-017](#)      RESOLUTION NO. R17-04

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE GLENDALE CITY COUNCIL "COUNCIL MEETING RULES AND PROCEDURES" TO INCLUDE THE ORDER OF BUSINESS AND ADDING A ROLL CALL AFTER THE CALL TO ORDER.

Staff Contact: Julie K. Bower, City Clerk

**Attachments:** [Resolution No. R17-04](#)

12. [17-003](#) RESOLUTION NO. R17-05

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A JOB RETENTION AND ECONOMIC DEVELOPMENT ACTIVITIES AGREEMENT WITH BECHTEL CORPORATION.

Staff Contact: Brian Friedman, Director, Office of Economic Development

**Attachments:** [Resolution No. R17-05](#)  
[Development Agreement](#)  
[Bechtel Letter dated 122316](#)  
[Applied Economics Letter Bechtel Review](#)

#### **PUBLIC HEARING - LAND DEVELOPMENT ACTIONS**

13. [17-002](#) ORDINANCE NO. O17-05

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 6502 NORTH SARIVAL AVENUE FROM A-1 (AGRICULTURAL) TO M-1 (LIGHT INDUSTRIAL); AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

Staff Contact: Jon M. Froke, AICP, Planning Director

**Attachments:** [Ordinance No. O17-05 with Exhibit A](#)  
[Planning Staff Report](#)

#### **ORDINANCES**

14. [17-008](#) ORDINANCE NO. O17-06

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE CHAPTER 2 (ADMINISTRATION), ARTICLE VIII (BOARDS, COMMISSIONS, ETC.) AND CHANGING THE NAME OF THE WATER SERVICES ADVISORY COMMISSION TO THE CITIZENS UTILITY ADVISORY COMMISSION AND EXPANDING ITS PURPOSE.

Staff Contact: Craig Johnson, P.E., Director, Water Services

**Attachments:**      [Ordinance No. O17-06](#)

## **REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION**

### **COUNCIL COMMENTS AND SUGGESTIONS**

### **MOTION AND CALL TO ENTER INTO EXECUTIVE SESSION**

### **EXECUTIVE SESSION**

#### **1. LEGAL MATTERS**

A. The City Council will meet with the City Attorney for legal advice, discussion and consultation regarding the city's position in pending or contemplated litigation, including settlement discussions conducted in order to avoid or resolve litigation. (A.R.S. § 38-431.03(A)(3)(4))

B. Council will meet to discuss and consider records exempt by law from public inspection and are specifically required to be maintained as confidential by state or federal law. (A.R.S. § 38-431.03(A)(4))

#### **2. LEGAL MATTERS - PROPERTY AND CONTRACTS**

A. Discussion/consultation with the City Attorney and City Manager to receive an update, to consider its position, and to provide instruction/direction to the City Attorney and City Manager regarding Glendale's position in connection with a contract relating to property in the area of Beardsley Avenue and Loop 101 which is the subject of negotiations. (A.R.S. §§ 38-431.03 (A)(3) (4)(7))

#### **3. PERSONNEL MATTERS**

A. Discussion/consultation with the City Attorney and City Manager city in order to consider its position, and to provide instruction/direction to the City Attorney and City Manager regarding Glendale's position regarding negotiations with employee organizations (A.R.S. §38-431.03 (A) (3)(5))

### **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)).



# City of Glendale

5850 West Glendale Avenue  
Glendale, AZ 85301

## Legislation Description

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**File #:** 17-013, **Version:** 1

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**APPROVAL OF THE MINUTES OF THE JANUARY 10, 2017 VOTING MEETING**

Staff Contact: Julie K. Bower, City Clerk

# City of Glendale

5850 West Glendale Avenue  
Glendale, AZ 85301



## Meeting Minutes - Draft

Tuesday, January 10, 2017

6:00 PM

Voting Meeting

Council Chambers

### City Council

*Mayor Jerry Weiers*

*Vice Mayor Ian Hugh*

*Councilmember Jamie Aldama*

*Councilmember Joyce Clark*

*Councilmember Ray Malnar*

*Councilmember Lauren Tolmachoff*

*Councilmember Bart Turner*

**CALL TO ORDER**

**Present:** 7 - Mayor Jerry Weiers, Vice Mayor Ian Hugh, Councilmember Jamie Aldama, Councilmember Joyce Clark, Councilmember Ray Malnar, Councilmember Lauren Tolmachoff, and Councilmember Bart Turner

Also present were Kevin Phelps, City Manager; Tom Duensing, Assistant City Manager; Michael Bailey, City Attorney; Julie K. Bower, City Clerk; and Darcie McCracken, Deputy City Clerk.

**PLEDGE OF ALLEGIANCE****PRAYER/INVOCATION**

The invocation was offered by Samson Dunn of the Catalyst Church.

**CITIZEN COMMENTS**

Joy (last name unknown), a Sahuaro resident, spoke about drugs in the valley. She said a man was handing out heroin at drug centers and she had gone to several law enforcement agencies and no one was taking care of the issue.

Bill Demski, a Sahuaro resident, spoke about several accidents he had while riding his bike. Police officers had refused to take a report. He said he had filed a complaint with the Police Department and the officers were eventually exonerated from any wrongdoing. He had called the City Manager and the Police Chief about the incidents and never received return phone calls.

James Deibler, a Phoenix resident, spoke about a state bill regarding backyard chickens. He also said there was a need for a Microsoft store at the Arrowhead Mall to bring jobs to the west valley.

John Hunt, a Sahuaro resident, spoke about the issue of backyard chickens. He did not support the bill because he did not want to deal with neighbors having chickens or geese in their backyards.

**APPROVAL OF THE MINUTES OF DECEMBER 13, 2016 SPECIAL MEETING AND DECEMBER 20, 2016 VOTING MEETING**

1. [16-663](#) APPROVAL OF THE MINUTES OF DECEMBER 13, 2016 SPECIAL MEETING AND DECEMBER 20, 2016 VOTING MEETING  
Staff Contact: Julie K. Bower, City Clerk

**A motion was made by Councilmember Aldama, seconded by Councilmember Clark, that this agenda item be approved. The motion carried by the following vote:**

**Aye:** 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

**CONSENT AGENDA**

Ms. Bower read consent Resolution Item number 15 by number and title.

Mayor Weiers said Councilmember Clark requested Items 4, 6, 8, 9 and 10 separately. Mayor Weiers asked if any Councilmembers wanted to hear any other items separately.

Councilmember Clark explained she wanted the items pulled so she could have an opportunity to record her no vote on the five items. She said she would be abdicating her fiduciary responsible as a Councilmember by voting to approve the lengthy contracts because there was no time for a periodic review of the requests. Councilmember Clark would be asking for research into long term purchase contracts as a council item of special interest.

2. [16-661](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS 7114  
Staff Contact: Vicki Rios, Director, Budget and Finance
3. [16-662](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21965, LUCKY'S PIZZA  
Staff Contact: Vicki Rios, Director, Budget and Finance
5. [16-640](#) AWARD OF RFP 17-07 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., TO PROVIDE FINANCIAL PLANNING AND RATE STUDY SERVICES  
Staff Contact: Craig Johnson, P.E., Director, Water Services
7. [16-651](#) AWARD OF RFP 17-08 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH M.P. ENVIRONMENTAL SERVICES, INC., FOR SLUDGE EXCAVATION AND HAULING SERVICES  
Staff Contact: Craig Johnson, P.E., Director, Water Services
11. [16-667](#) AUTHORIZATION FOR A BUDGET APPROPRIATION CONTINGENCY TRANSFER TO CAPITAL PROJECTS BUILDING MAINTENANCE RESERVE FOR VARIOUS CRITICAL OR SAFETY-RELATED REPAIR AND REPLACEMENT PROJECTS AT CITY FACILITIES  
Staff Contact: Jack Friedline, Director, Public Works
12. [16-668](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., DOING BUSINESS AS DIBBLE ENGINEERING, FOR ADDITIONAL DESIGN SERVICES FOR THE NORTH APRON REHABILITATION PHASE II PROJECT  
Staff Contact: Jack Friedline, Director, Public Works
13. [16-669](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH ACHEN-GARDNER CONSTRUCTION, L.L.C., FOR THE 47TH AVENUE STORM DRAIN PROJECT  
Staff Contact: Jack Friedline, Director, Public Works
14. [16-670](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH SALT RIVER

PROJECT (SRP) TO INITIATE DESIGN AND CONSTRUCTION ON THE SALT RIVER PROJECT AESTHETICS PROJECT LOCATED AT 47TH AVENUE FROM NORTH OF GLENDALE AVENUE TO NORTHVIEW AVENUE

Staff Contact: Jack Friedline, Director, Public Works

## CONSENT RESOLUTIONS

15. [16-630](#) RESOLUTION NO. R17-01

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 CITY OF PHOENIX ADMINISTERED BY ITS FIRE DEPARTMENT FOR INCIDENT SAFETY OFFICER SYSTEM (ISOS) TRAINING FOR GLENDALE FIREFIGHTERS.

Staff Contact: Terry Garrison, Fire Chief

### Approval of the Consent Agenda

**A motion was made by Turner, seconded by Tolmachoff, to approve the recommended actions on Consent Agenda Item Numbers 2, 3, 5, 7 and 11 through 14 and Consent Resolution 15. The motion carried by the following vote:**

**Aye:** 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

4. [16-664](#) AUTHORIZATION FOR THE PURCHASE OF TABLEAU SOFTWARE LICENSES, SERVICES, AND MAINTENANCE FROM CDW-G UTILIZING A COOPERATIVE PURCHASING CONTRACT  
Staff Contact: Charles Murphy, Chief Information Officer, Innovation and Technology

Mr. Murphy said this item was for authorization of the purchase of the Tableau Software Business Intelligence Solution. He said Tableau was selected based on functionality and ease of use. This purchase was being made under a state contract, which expired in 2021.

Councilmember Clark had no questions, but wanted the opportunity to record a no vote on the item.

Councilmember Turner asked if the items could be expedited by recording a no vote on all of the items at once.

Mayor Weiers asked Councilmember Clark if she wanted to hear the items separately.

Councilmember Clark said she had no objection with hearing the items all at once.

Mayor Weiers asked Councilmember Turner to move all five items.

[Items 4, 6, 8, 9 and 10 were acted upon in one motion and one vote.]

6. [16-648](#) AWARD OF IFB 17-15 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH DANA KEPNER COMPANY, INC., FOR LARGE WATER METERS AND PARTS  
Staff Contact: Craig Johnson, P.E., Director, Water Services
8. [16-652](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH INDUSTRIAL AUTOMATION SERVICES, INC., A SOLE SOURCE PROVIDER, FOR PARTS, EQUIPMENT, AND SERVICE FOR KROHNE EQUIPMENT  
Staff Contact: Craig Johnson, P.E., Director, Water Services
9. [16-653](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BALAR HOLDING CORPORATION, DOING BUSINESS AS BALAR EQUIPMENT, A SOLE SOURCE PROVIDER, FOR PARTS, EQUIPMENT, AND SERVICE FOR STANLEY TOOLS AND E.H. WACHS EQUIPMENT  
Staff Contact: Craig Johnson, P.E., Director, Water Services
10. [16-657](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT WITH CAL-PACIFIC CARBON, LLC, FOR THE PURCHASE OF POWDERED ACTIVATED CARBON  
Staff Contact: Craig Johnson, P.E., Director, Water Services

**A motion was made by Councilmember Turner, seconded by Vice Mayor Hugh, to approve agenda items 4, 6, 8, 9 and 10. The motion carried by the following vote:**

- Aye:** 6 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner
- Nay:** 1 - Councilmember Clark

#### **PUBLIC HEARING - LAND DEVELOPMENT ACTIONS**

16. [16-658](#) ORDINANCE NO. O17-01
- AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 16480 NORTH 59TH AVENUE FROM C-O (COMMERCIAL OFFICE) TO G-O (GENERAL OFFICE); AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE IS RECORDED.  
Staff Contact: Jon M. Froke, AICP, Planning Director

Ms. Bower read Ordinance No. O17-01.

Mr. Froke said the applicant was requesting to rezone the property from commercial office to general office zoning district. Rezoning the site would allow for medical use

greater than 5,000 square feet. The site was just over 2.5 acres and was currently vacant. A new single-story building was proposed and 28 percent of the site would be landscaped.

Mr. Froke said the proposed facility was a plasma collection facility and it would be open Monday through Saturday from 8 a.m. to 6 p.m. New off-site street improvements were planned on both 59th Avenue and Kings Avenue, which included a new southbound right turn lane on 59th Avenue onto the site as well as completion of gutter, curb and sidewalks adjacent to the site. He said the building design would complement the area and would be positioned adjacent to 59th Avenue. The building would be located 200 feet east of nearby single family homes.

Mr. Froke said the rezoning of the property was consistent with the general plan. He said the Planning Commission unanimously approved the plan, subject to three stipulations.

Councilmember Turner asked if there was other G-O zoned land in the area and asked where that land was located.

Mr. Froke said there was G-O zoned property that was located on the north side of Bell Road at 63rd Avenue. He said that was the new Honor Health facility.

Councilmember Turner asked if that was the only other G-O zoned property.

Mr. Froke said that was the only other G-O zoned property in the area.

Councilmember Malnar asked what sort of public response was received during the community meetings that were held.

Mr. Froke said there were concerns about what type of operations that would occur at the plasma center, as well as concerns about traffic in the area. He said there were also site concerns about placement of walls and landscaping. He explained the applicant agreed to delay the item to allow time for a second neighborhood meeting about the issue. He said 10 residents attended the second meeting.

Councilmember Malnar asked what the attendance was at the Planning Commission meeting when the issue was discussed.

Mr. Froke said the item was heard by the Planning Commission on October 6th, and there were 11 speakers, all in opposition to the case.

Councilmember Malnar asked if the Planning Commission passed the item unanimously.

Mr. Froke said that was correct.

Councilmember Malnar asked if the Planning Commission would have voted in favor of the project if there had been a larger turnout at that meeting.

Mr. Froke said it was hard to say which items would draw a lot of interest from the public.

Councilmember Clark asked Mr. Froke to talk about the purpose of C-O zoning.

Mr. Froke said there were several different zoning districts. He said the least intensive zoning district was R-O, and there weren't many of those in Glendale.

Councilmember Clark asked about the difference between general office and commercial office zoning.

Mr. Froke said the next level of zoning was commercial office (C-O) which would include medical or professional offices. He said general office (G-O) was used to expand the use of some of those facilities and there were not many in Glendale.

Councilmember Clark asked if C-O or G-O zoning was more intense.

Mr. Froke said G-O zoning was more intense.

Councilmember Clark asked what other kinds of uses were allowed under G-O zoning that were not allowed under C-O zoning.

Mr. Froke said the most significant difference between the two would be the overnight stay at a hospital facility and there was more intensity allowed in a G-O zoning, such as the height of a building.

Councilmember Clark said she understood that a G-O zoning allowed for major employment concentrations and asked what that meant.

Mr. Froke said the Bell Road corridor would be an example of a major employment concentration.

Councilmember Clark asked which of those zoning districts provided a better buffer for adjacent neighborhoods.

Mr. Froke said C-O would probably provide a better buffer, however G-O would not be a bad neighbor in this case, especially with the landscape package that was being proposed.

Councilmember Clark said Mr. Froke said C-O would be the better buffer.

Mr. Froke said that was correct.

Councilmember Clark asked Mr. Froke's personal opinion on whether 1,000 to 1,200 visits per week was intense use or benign use.

Mr. Froke said he thought it was adequate and appropriate for an arterial street such as 59th Avenue.

Councilmember Clark said it might be appropriate for the use, but asked if Mr. Froke considered that to be an intense use.

Mr. Froke said he did not.

Councilmember Tolmachoff asked if the landscape buffer was the only buffer to the neighborhood that was near the proposed site.

Mr. Froke said vehicular access to the site met all the requirements of the Transportation Department and Public Works Department. He said both parties believed there was adequate access.

Councilmember Tolmachoff asked if the entire buffer consisted only of landscape.

Mr. Froke said a wall existed that was built for the subdivision to the west and that wall would remain in place. There would also be decorative screen walls for the parking lots.

Councilmember Tolmachoff asked what type of jobs the project would create.

Mr. Froke deferred the question to the applicant's presentation.

Councilmember Aldama asked what was the height of the proposed building.

Mr. Froke said the building would be less than 30 feet in height.

Councilmember Aldama asked about the distance from the building itself to the homes that were just west of the site.

Mr. Froke said the distance from the building to the residential fence line was 200 feet.

Councilmember Aldama asked what was located in that 200-foot space.

Mr. Froke explained there was a parking lot, landscaping and storm water retention.

Councilmember Aldama asked how many plasma donation businesses were located in Glendale.

Mr. Froke said there were three facilities currently in Glendale.

Councilmember Aldama said there were two existing facilities and the one proposed site.

Mr. Froke said that was correct. Mr. Froke said United Blood Services was about a mile north of the site but did not pay for donations.

Councilmember Aldama asked if the facility located on Camelback was relocated from 59th Avenue and Northern.

Mr. Froke said the facility on Camelback had been there for some time. The facility on Northern and 51st Avenue relocated a couple of years ago from 59th Avenue and Northern.

Councilmember Aldama asked how long those facilities had been located in Glendale.

Mr. Froke said the facility on Camelback had been there for about 20 to 25 years. The facility at 51st and Northern was relocated within the last 5 years. He said United Blood Services had been in its current location for 10 to 15 years.

Councilmember Aldama asked if staff or the Planning Commission requested any records from the Police Department about the facilities currently located in Glendale.

Mr. Froke said no records were requested to his knowledge and he did not know of any issues with either of those facilities.

Mayor Weiers asked if the applicant could make their presentation. He asked for clarification regarding the two existing facilities and if they were plasma centers and if United Blood Services was limited to blood donations.

Kristen Frye, a site manager with BioLife, explained it depended on the organization. She said some blood service organizations did collect platelets or plasma as well. She was not familiar with the operations of United Blood Services. Ms. Frye said BioLife had met several times with the neighborhood to educate them about BioLife. The Planning Commission had unanimously approved the project and the plasma center was a permitted use in the zoning classification.

Ms. Frye said one concern expressed by the neighborhood was the potential to draw undesirable individuals into the community. She said every individual was required to provide government-issued identification and proof of address. Every individual was checked to make sure their address was a home and not a homeless shelter or transient type motel. She explained first-time donors were required to complete a physical examination and health screening. Homeless persons were not eligible to donate and loitering was not permitted on the facility.

Ms. Frye said BioLife observed all regulations regarding disposal of medical waste. They would be bringing in about 25 percent less traffic than the maximum allowed at the location. The facility was licensed and regulated by the FDA. She said the actual medical use area of the proposed building was under 5,000 square feet. In addition to the donor and medical use area, the building would also house offices and other non-medical use areas, which was the reason for the request for the rezone.

Ms. Frye said proposed traffic would be about 25 percent less than the maximum allowed. She said staffing included managers, registered nurses and phlebotomists and wages were comparable to other wages for similar jobs in the community. She said the proposed building was about 22 feet in height.

Councilmember Clark asked if the majority of the employees at the facility drew blood or plasma.

Ms. Frye said staffing varied. Typically around 30 employees were hired. She explained employees were usually cross-trained and might work in various positions in the building.

Councilmember Clark asked if that type of medical staff was paid well, and said she was not talking about managerial staff or the cross-trained staff who worked in several different areas of the facility. She was talking about those employees who drew the blood or plasma.

Ms. Frye said the company looked at salary ranges for the positions across the country and evaluated the Glendale wages. She said the wages were comparable to positions at other facilities and training was provided to employees. She did not consider the salaries to be on the low end of the range. The company also offered medical, dental and vacation benefits to part-time employees.

Mayor Weiers asked Ms. Frye to explain the process for a brand-new customer coming to the facility.

Ms. Frye said the process included collecting identification, entering the donor into the electronic system, review of donor eligibility, obtaining a donor medical history, a general physical and collection of the donation.

Mayor Weiers asked about the collection.

Ms. Frye explained with a single puncture, whole blood was collected and a machine

separated the plasma from the donation. The whole blood was then returned to the donor.

Mayor Weiers asked how long donors had to wait between donations.

Ms. Frye said plasma could be donated twice within a seven-day period, as long as there was a day separating the donations.

Mayor Weiers asked if donors were paid for their donations.

Ms. Frye said donors were compensated for their time.

Mayor Weiers asked how many centers BioLife currently operated.

Ms. Frye said they currently operated 85 centers.

Mayor Weiers asked about the average customer for donations.

Ms. Frye said customers were between 18 and 99 years of age. She said about 85 percent of the donors were working professionals, stay-at-home moms and other citizens. She said the average age of donors was between 18 and 60 years old. The minimum age to donate was 18 years and there was a minimum weight requirement of 110 pounds.

Mayor Weiers asked Ms. Frye to describe the average recipient of the plasma.

Ms. Frye said plasma treated individuals with hemophilia, several chronic diseases, burn and shock victims, as well as others.

Councilmember Tolmachoff asked how much the donors received for a donation.

Ms. Frye said the amount varied based on the area. She was not really involved in that aspect but said a donor might receive \$20 for their first donation and \$30 for their second donation.

Councilmember Tolmachoff asked how long the process took for a return donor.

Ms. Frye said the initial process took about 2 hours and a return donation took about 65 minutes.

Councilmember Tolmachoff asked if the center would allow walk-in appointments.

Ms. Frye said the center only accepted donors with scheduled appointments through its online scheduling system.

Councilmember Clark asked if there was an average of 1,000 to 1,200 weekly visits to a collection center.

Ms. Frye said it varied but that figure would be accurate within a year of a center opening.

Councilmember Clark asked if this center could see 180 to 200 visits per day.

Ms. Frye said that was correct.

Councilmember Malnar asked if a walk-in customer would be allowed to donate.

Ms. Frye said if an appointment time was available, the center would try and work that person in, but there had been times when a donor might be asked to return with an appointment.

Councilmember Malnar asked if a walk-in donor would be accepted if there was an opening in the appointment times.

Ms. Frye said they would accept that donor if there was an opening.

Mayor Weiers opened the public hearing.

Heidi Gustafson, a Sahuaro resident, was worried about increased traffic and safety of students at the nearby school. She asked if having the facility would increase drug activity in the area and asked if police presence would be increased due to the increase in traffic along Kings Avenue. She said the smallest possible facility would be best if it was approved and said there was already a parking problem in the area.

Laurie Walsh, a Sahuaro resident, said she represented many residents in the audience. She said donors came for the money they were paid for their donation. She said a community rejected this type of center because of the crime it brought to the area and the increased traffic. She asked that the item be voted down for the safety and preservation of the community.

Steven Parker, a Sahuaro resident, lived right around the corner from the proposed business. He was not anti-business, but was asking for a no vote on the issue. He said the current zoning balanced business and the neighborhood. He said more people would increase crime and traffic in the area. The facility would meet the City's need and the business' need, but did not meet the needs of the neighborhood. He was worried about the loss in home values if the facility was built.

Monte Rae, a Sahuaro resident, had collected signatures on the issue and said 82 percent of residents did not want the project completed. He disputed the donor traffic figures presented by BioLife and thought the traffic would be much higher. He said there was already Goodwill and a rehab facility in the area and the plasma center would just attract more people looking for easy money. He said the traffic would increase in the nearby neighborhoods, as well.

Kathy Parker, a Sahuaro resident, said she understood the City's desire to develop the property and retain a revenue source. The public was very interested in the issue. She said they would be affected by the zoning change decision and would have to deal with the realities. She said the Planning Commission unanimously approved the project even though many residents had strenuously objected. She asked the Council to give careful consideration to the vote.

Gail Sharp, a Sahuaro resident, was not happy with the project and traffic had already increased from the Goodwill store. She said there would be no encouragement for the homeless to leave the area with promise of payment every few days.

Roger Sharp, a Sahuaro resident, had noticed many more people in his neighborhood since the Goodwill store opened nearby, and had been accosted by homeless people twice. He did not want the facility in his neighborhood and asked the Council to vote against it.

Elizabeth Mares, a Sahuaro resident, said the City failed to notify more than a handful of neighbors for the first BioLife meeting. She said Councilmember Malnar said he would not want a plasma center in his neighborhood. They had many signatures on a petition of everyone that opposed the project. She had attended the second BioLife meeting and was threatened and had to file a police report. She said the Council did not want to ruin the neighborhood.

Debbie Boone, a Sahuaro resident, said the parking lot of the project was directly behind her home. She said BioLife and Build to Suit had not addressed any of their concerns. She spoke about the traffic and crime issues that would occur once the facility was open. She asked the Council to consider opposing the project.

Harry Boone, a Sahuaro resident, provided copies of the signed neighborhood petitions to the City Clerk. He said more traffic in his area would mean more crashes. He also spoke about the increase in crime in Glendale and said the plasma center would increase crime in his neighborhood. He spoke about his experience visiting other plasma centers. He asked the Council to oppose the item.

John Hunt, a Sahuaro resident, had lived near a blood donation facility in the past and knew the kind of crime that occurred near those locations. He said the traffic would be a nightmare and it would attract the wrong element into their neighborhood. He hoped the Council voted against the item. He also asked if changing the zoning would allow the facility to operate 24 hours a day. If it was a 24-hour facility, it made the project even more undesirable and the neighborhood would have more problems.

Jarvi Brown-Hardy, a Sahuaro resident, said any paid donations were used for cosmetic and pharmaceutical use. She said the facility was not for medical use and was not compatible with area uses. She spoke about the low paying jobs in these types of facilities. She said the project did not make good marketing sense.

Bill Hutzel, a Sahuaro resident, said the facility would still be built even if the zoning was not changed. He spoke about the entrance to the location and the potential increase in traffic. He said he might consider moving out of the neighborhood. He asked the Council to consider voting no on the item.

Ken Tharp, a Sahuaro resident, said he lived close to the proposed facility. He was concerned about the Planning Commission's decision to approve the rezone and comparing the plasma center to the Honor Health facility. He was also concerned about the admission by BioLife that it was concerned about the square footage issue and wanted the rezoning for that reason. He hoped the Council would consider opposing the item.

Jen Deines, a Sahuaro resident, said she owned property near the proposed site and never received any information about it. She said most of the jobs created would be minimum wage jobs. She asked if there was going to be sales tax revenue generated and if the project would even help Glendale. She was concerned about potential drug traffic in the neighborhood. She said the constituents were not in favor of the project.

Rodica Bartels, a Glendale resident, asked where the people who were turned away from the proposed plasma center would go. She was concerned and said it was not something residents wanted in their backyard.

James Deibler, a Phoenix resident, said it was not a good idea to put the plasma center near a neighborhood. It would bring drugs, property theft and other crime into the area.

He asked the Council to keep their promise to the neighborhood and not rezone the property.

Mayor Weiers said he had speaker cards from several citizens who did not wish to speak. The following persons indicated they were opposed to the item: Michelle Wendler, Brian Walsh, Laurie Sharp, Tom Sharp, Purdy Hart, and Krystle Goolsby. He said Sheri Staehli did not wish to speak, but did not indicate whether she was opposed or in favor of the item.

Nathan Miller, a Sahuaro resident, purchased his home in 1997, and he was worried about the impact of the business on the neighborhood. He didn't have a problem with any of the medical buildings that had gone up recently in his area but this was not a medical building. He spoke about research he did about the location of plasma clinics and the impact it had on nearby neighborhoods. He said the Planning Commission did not ask about crime rates near the existing plasma centers. The business was not compatible with the neighborhood and asked the Council to vote against the item.

Joy, a Sahuaro resident, was concerned about the plasma center. She said she got to know the homeless in Glendale and said many of them were bused in from other states. She said this was a growth of drug issue within the City. She said the plasma center was an added feature to keep the drug addicted here in the City.

William Schmidt, a Sahuaro resident, had been a crime victim in his neighborhood. He had also been approached by homeless people on his street. He didn't want to see the plasma center in his neighborhood.

Linda Corley, a Sahuaro resident, said the clientele of the plasma center were not like the people in the neighborhood. They were usually drug addicts and the homeless.

Jason Harder, a licensed professional engineer, represented the development company and ownership group for the project. He said BioLife had tried to address the neighborhood issues. He said the rezone was to address the 5,000 square foot requirement of medical floor space and the problems that could arise in the future if requirements changed or were interpreted differently. He said this item was purely for clarification so they didn't run into problems in the future.

Councilmember Tolmachoff asked Mr. Froke if he had ever had the experience of a business being shut down after it had opened because of an issue described by Mr. Harder.

Mr. Froke said he didn't believe that had ever happened.

Councilmember Turner said he had a question about BioLife's smoking policy.

Ms. Frye said smoking was not allowed on the premises and signs were posted accordingly. Ms. Frye also clarified the comments made about cash. She said donors were compensated with a debit card and no cash was kept on the premises. She said the donors were utilizing that money at the gas stations and grocery stores and it could average between \$2 and \$3 million.

Councilmember Clark asked if the commercial office zoning would allow a 5,000 square foot commercial office on that site.

Mr. Froke said that was correct.

Councilmember Clark asked a question about the 5,000 foot requirement and requirements for buildings with medical use. She commented on the information provided by Mr. Harder and asked if the entire building, which was larger than 5,000 square feet, tied to medical use and supporting services of that medical use. She asked if that additional area was counted as part of the building.

Mr. Froke said an argument could be made based on Mr. Harder's example. He provided an example of another medical building that had waiting areas, storage areas and other parts of the facility which might or might not be considered medical use.

Councilmember Clark asked if those areas were considered part of the medical envelope of that building.

Mr. Froke said correct.

Councilmember Clark said those areas were all in support of providing medical services.

Mr. Froke agreed.

Councilmember Turner said he asked about smoking on the property a few minutes ago because smoking was usually not allowed and it pushed the smoking to the perimeter of the properties, which became an issue the neighbors had to deal with. He asked if it would be possible to require a stipulation to provide a designated smoking area with shade and seating available, to discourage a smoking nuisance near the neighborhood.

Mr. Froke said he had seen that scenario occur personally on several occasions. He said typically, those types of stipulations weren't included on site plans, but it didn't mean it couldn't be done. He said it sounded like it might be a BioLife policy violation.

Councilmember Turner was concerned about that and it seemed to be a recurring issue.

Mayor Weiers suggested asking BioLife if they would consider such a stipulation.

Ms. Frye said she would have to speak with the corporate office. She was more than willing to pose the question but said providing a smoking area might encourage unwanted persons from loitering on the property.

Councilmember Tolmachoff asked if the City had any medical facilities where the exam room was not considered part of the medical space.

Mr. Froke said Glendale had three hospitals which were in different zoning districts. He said each would have gone through a similar process. He was unable to answer Councilmember Tolmachoff's question.

Councilmember Tolmachoff said that seemed to be the heart of the issue here and an exam room should be considered part of the medical space.

Mr. Harder said exam rooms could possibly be included as part of the medical space, which was why he wanted to go through the rezoning process. He requested the Council vote in favor of the rezoning so the building could be added to the community and not worry about where the line was drawn as to specific usage of the square footage.

Mayor Weiers closed the public hearing.

Vice Mayor Hugh asked if the Clerk needed to read the ordinance.

Ms. Bower said she had previously read the ordinance by title.

Vice Mayor Hugh made a motion, seconded by Councilmember Clark, to approve Ordinance No. O17-01.

Councilmember Clark said it was a partnership between neighborhoods, businesses and government and when more weight was given to one, the system became dysfunctional. She said the notification requirements should be revised to include more homes, as most of the neighborhood had no idea what was going on. She said a general office zoning designation was too intense to be adjacent to a neighborhood. She was very concerned about the quantity of people visiting that site every day. She felt everything supported the medical activities in that building and the entire building was providing medical services to the community. She could not support the facility at over 16,000 square feet and the number of visits to the building.

Councilmember Malnar thanked Ms. Frye and her staff for providing information as requested, and the community for coming out and showing their concern about the issue. He said there was a Council item of special interest outstanding regarding looking at the 500-foot notification requirement. He said the petition signatures he received showed him that the community strongly opposed the item. He would stand behind the constituents that elected him and requested Council vote no on the item.

Councilmember Aldama said he would be voting nay. He said the signatures on the petitions he received were from that exact community. If he had the opportunity to go back in time, he would adamantly oppose the type of zoning that occurred just south of the City Hall building, as that zoning decimated the community that still existed. He explained that community lacked resources and support from a City that couldn't help it because of the zoning. The proposed facility under discussion was very close to homes, schools and parks and he was very concerned about the effects the zoning would have on the nearby properties. He knew firsthand how light industrial zoning could impact residential neighborhoods. He supported the work of staff and the Planning Commission as they worked strictly on land use.

Councilmember Tolmachoff thanked the community for coming out to speak on the issue. She said she had a responsibility to protect the neighborhoods and she would be voting nay on this issue.

Councilmember Turner would like staff to be mindful of the smoking problem at the medical buildings. He said he had to keep in mind this was a land use case and was not specific to the tenant, BioLife. He appreciated the comments from the community, and said his research indicated no increase in crime near the plasma center at 51st Avenue and Northern. It was a conforming use under the existing zoning and he was sympathetic to Mr. Harder's position about what might happen under a different inspector and they were valid concerns, but they were not overwhelming. Councilmember Turner said the land was zoned properly for the developer's use at this time and he was not compelled to change the zoning when the zoning on the property was adequate for the use proposed. He said he was voting no.

Vice Mayor Hugh said Council had read all the letters and emails it had received and appreciated all the petition signatures. He thanked the residents for coming tonight and he was voting nay.

Mayor Weiers said this was not that difficult of a decision, but the business could open up if it wanted to in a smaller facility. He said it chose to go bigger and that seemed to be the issue and he hoped it could find a place that was more receptive to the business. He believed not everyone who donated plasma was a bad person and he was concerned about those who needed those blood products. He said the Council represented the citizens and they had overwhelming told them how they felt. He said he was voting no on the issue.

**A motion was made by Vice Mayor Hugh, seconded by Councilmember Clark, that this agenda item be approved. The motion failed by the following vote:**

**Nay:** 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

The City Council recessed at 8:50 p.m.

The City Council reconvened at 9:00 p.m.

## ORDINANCES

### 17. [16-671](#)

#### ORDINANCE NO. O17-02

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN IRRIGATION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT LOCATED ON DISCOVERY DRIVE WEST OF 79TH AVENUE; DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE; AND DECLARING AN EMERGENCY.

Staff Contact: Jack Friedline, Director, Public Works

Ms. Bower read Ordinance No. O17-02.

Mr. Friedline said the item was a request to adopt an ordinance granting a new irrigation easement to Salt River Project (SRP) in the Discovery Drive alignment west of 79th Avenue, and declaring an emergency to provide for the changes to be effective January 11, 2017, which coordinated with the SRP dry up. SRP was going to pipe an open irrigation ditch south of Discovery School, which would be located in the Discovery Drive alignment. SRP was requesting an irrigation easement in order to construct the structure within the Discovery Drive right-of-way. Staff recommended granting the irrigation easement.

Mayor Weiers asked if this was considered an emergency because of the dry up.

Mr. Bailey said when an ordinance was passed as an emergency, it was effective immediately.

Councilmember Turner asked if time was of the essence.

Mr. Friedline said yes it was because it was perceived as a safety issue for the school.

Councilmember Clark said this was the canal dry up period for this side of the valley and SRP would like to get this ditch covered before irrigation water begins flowing again.

Mayor Weiers said that was why he asked if it was because of the dry up.

Councilmember Turner asked if this was something they were trying to accomplish during the dry up period.

Mr. Friedline said yes it was.

Councilmember Turner was not in favor of declaring an emergency to preclude the public from doing a referendum and he did not want items to come before Council that were not timely.

Mr. Bailey said it was not to prohibit anyone from participating. If staff didn't declare an emergency, they had to wait 30 days until the ordinance was effective, and they would lose the window to perform the work during the dry up season.

Councilmember Turner would like to know up front what the emergency was and agreed it was important to get that done during the dry up.

Mayor Weiers said he felt the same way, but didn't like the word "emergency."

**A motion was made by Councilmember Clark, seconded by Vice Mayor Hugh, that this agenda item be approved. The motion carried by the following vote:**

**Aye:** 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

**18.**     [16-672](#)

**ORDINANCE NO. O17-03**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A WARRANTY DEED FOR RIGHT OF WAY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF 59TH AND NORTHERN AVENUES AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Staff Contact: Jack Friedline, Director, Public Works

Ms. Bower read Ordinance No. O17-03.

Mr. Friedline said the item was a request to adopt an ordinance accepting a right-of-way along southbound 59th Avenue near Northern Avenue and along westbound Northern Avenue west of 59th Avenue. Frances and Sons, LLC, the owner of a proposed commercial development at the northwest corner of 59th Avenue and Northern Avenue was required to construct street improvements to meet current street arterial design requirements. Frances and Sons, LLC had agreed to dedicate additional right-of-way to maintain this portion. The execution of the warranty deed allowed the City to incorporate upgrade of the signal system at the intersection, which included flashing yellow left turn signals on all four lanes of the intersection and complied with the timeline for an ADOT grant. Staff recommended accepting the additional right-of-way along 59th Avenue and Northern Avenue.

Councilmember Turner thanked Mr. Frances for expediting the dedication in a timely

manner to improve safety at that intersection.

**A motion was made by Councilmember Turner, seconded by Councilmember Tolmachoff, that this agenda item be approved. The motion carried by the following vote:**

**Aye:** 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

**19. [16-673](#) ORDINANCE NO. O17-04**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN IRRIGATION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT LOCATED ON 59TH AND OLIVE AVENUE INTERSECTION AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE AND SAID EASEMENT AND DECLARING AN EMERGENCY.

Staff Contact: Jack Friedline, Director, Public Works

Ms. Bower read Ordinance No. O17-04.

Mr. Friedline said the item was a request to adopt an ordinance granting an irrigation easement in favor of Salt River Project (SRP) at the 59th Avenue and Olive Avenue intersection and declaring an emergency with reference to time being of essence in constructing the irrigation structure during SRP's seasonal dry up and to provide for the changes to be effective on January 11, 2017. The City would be constructing bus pullouts and right turn lanes within the right-of-way in order to increase travel capacity at the intersection in the future. To construct the improvements, SRP must upgrade their piping and required the City to provide a new irrigation easement to maintain and protect its facilities. Staff recommended granting the irrigation easement and the City would be able to construct a bus pullout and right turn lane over the SRP irrigation facilities.

**A motion was made by Councilmember Tolmachoff, seconded by Councilmember Clark, that this agenda item be approved. The motion carried by the following vote:**

**Aye:** 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

## NEW BUSINESS

**20. [16-569](#) COUNCIL SELECTION OF VICE MAYOR**

Staff Contact: Brent Stoddard, Director, Public Affairs

Councilmember Malnar made a motion, seconded by Councilmember Clark, to nominate Ian Hugh as Vice Mayor.

Councilmember Turner said he had previously raised the question of rotating the position of Vice Mayor, to give all Councilmembers the opportunity to serve in that role. He said several reporters thought he was campaigning for the position. He explained that was not his intent. He just wanted the Council to take a look at the policy which he believed had been detrimental to Councils in the past and wanted to prevent that from happening again. He asked the Council to keep an open mind and perhaps address the issue in the near future.

Councilmember Clark agreed with Councilmember Turner's remarks and said everyone had the necessary qualifications to serve as Vice Mayor. She said there had never been a rotating system to serve as Vice Mayor in the history of the city. She said the person serving as Vice Mayor had to enjoy the trust of everyone on the Council and Vice Mayor Hugh had worked hard to maintain good relationships with everyone on the Council. She said they had to be careful of the consequences of establishing a system without giving any thought to the intangibles.

Councilmember Aldama said revolving the position should come voluntarily and encouraged the Council to diversify the position as it was ceremonial. He felt every one of his colleagues were qualified for the position.

Councilmember Turner said he wasn't sure that the Council never had a policy that rotated the title of Vice Mayor among the Councilmembers, and said there were other cities across the valley which selected a Vice Mayor in various ways. He said there might be a better way to do it.

**A motion was made by Councilmember Malnar, seconded by Councilmember Clark, that this agenda item be approved. The motion carried by the following vote:**

**Aye:** 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

#### **REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION**

**A motion was made by Vice Mayor Hugh, seconded by Councilmember Clark, to hold the next regularly scheduled City Council Workshop on Tuesday, January 17, 2017 at 1:30 p.m. in the City Council Chambers, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried by the following vote:**

**Aye:** 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

#### **COUNCIL COMMENTS AND SUGGESTIONS**

Councilmember Aldama thanked the Police Department for their work in the community. In October of 2016, Officer Lacey Tolbert submitted a request to the Channel 3 surprise squad. The children from the Roots Program in the Ocotillo District, received many gifts and electronics they might never have received. He thanked Officer Tolbert and the Police Department for engaging in the community.

Councilmember Clark announced a district meeting on Thursday, February 2, 2017 at Desert Mirage Elementary School, 8600 W. Maryland Avenue. She encouraged everyone to save the date to attend the meeting.

Councilmember Malnar thanked residents of the Sahuaro District who came out tonight as well as those residents who had volunteered to be on the Sahuaro District Advisory Committee. Another meeting would be held on January 26th and emails would be going out. He said anyone from the district was eligible to be on the committee.

Councilmember Turner said the 54th Annual Juried Arts Show was on display in the gallery at Sahuaro Ranch Park daily from 10 a.m. to 5 p.m. The show ran through January 29th. He encouraged everyone to come out and enjoy the art. He also said the

Glendale Downtown Farmer's Market was on the 2nd and 4th Saturday of each month from 8 a.m. to noon. He said the location was moving to the parking lot at 59th and Myrtle.

Councilmember Tolmachoff invited all Glendale residents to a shred event hosted by Councilmember Tolmachoff and Councilmember Malnar on February 11th from 8 a.m. to 11 a.m. Donations were limited to five banker boxes and when the trucks were full, the event would be concluded. The event would be held at the Foothills Library parking lot.

Vice Mayor Hugh thanked everyone for their vote tonight.

Mayor Weiers said about 300 people were fed at the Wings of Peace held by Louise Pennitz and the Knights of Columbus. He challenged the entire Council to go down as a group one day and serve lunch. He said they really helped the citizens and he would like to see them get some help from the organization From the Heart. He thanked everyone for attending the meeting.

**ADJOURNMENT**

The City Council adjourned at 9:26 p.m.



## Legislation Description

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**File #:** 17-019, **Version:** 1

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**RECOMMEND APPROVAL OF WINE FESTIVAL LICENSE, AZ WINE CELLARS LLC**

Staff Contact: Vicki Rios, Director, Budget and Finance

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a wine festival liquor license for AZ Wine Cellars LLC, submitted by Richard Sharp. The event will be held in downtown Glendale located at 58<sup>th</sup> Avenue and Glenn Drive on Friday, February 3 from 6:00 p.m. to 10:00 p.m.; Saturday, February 4 from 10:00 a.m. to 10:00 p.m.; and Sunday, February 5, 2017 from noon to 5:00 p.m. The purpose of this wine festival liquor license is for AZ Wine Cellars to participate in the Glendale Chocolate Affaire.

**Background Summary**

Downtown Glendale is zoned C-2 (General Commercial) and is located in the Ocotillo District. If this application is approved, the total number expended by this applicant will be nine of the allowed 50 licenses and 24 of the allowed 150 days per calendar year. Under the provisions of A.R.S. § 4-203.03, the Arizona Department of Liquor Licenses and Control may issue a wine festival liquor license only if the Council recommends approval of such license.

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



Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix, AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

FOR DLLC USE ONLY	
License #:	
Date:	
Approved by:	

**FAIR/FESTIVAL LICENSE APPLICATION**  
 A.R.S. §4-203.03 Farm Winery / A.R.S. §4-205.11 Craft Distillery  
 A.R.S. §4-203.02 At Special Event

A service fee of \$25 will be charged for all dishonored checks (A.R.S. 44-6852). When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

**SECTION 1** Application type:

Wine Fair  Wine Festival  Craft Distillery Fair  Craft Distillery Festival

1. Applicant's Name: Richard Sharp Contact Phone #: 602 525 2271  
 2. Business name: AZ Wine Cellars LLC Liquor license #: 13073024  
Farm Winery or Craft Distillery  
 3. Email: Rsharp@AZwinecellars.com  
 4. Mailing address: 2115 E. Cedar St 3 Tempe AZ 85281  
Street Address City State Zip Code  
 5. Location of fair/festival: W Glendale & S 58th Ave Glendale Maricopa 85301  
Street address City County Zip Code

**SECTION 2** Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.  
 Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	Date	Day of Week	Start Time AM/PM	End Time AM/PM
1.	<u>2/3/17</u>	<u>Friday</u>	<u>6 pm</u>	<u>10 pm</u>
2.	<u>2/4/17</u>	<u>Saturday</u>	<u>10 am</u>	<u>10 pm</u>
3.	<u>2/5/17</u>	<u>Sunday</u>	<u>12 pm</u>	<u>5 pm</u>
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

Please attach an additional sheet if necessary

**SECTION 3** Site Owner Information:

1. Site owner name: City of Glendale Daytime Contact Phone #: 623 930-2000  
First Last
2. Site owner mailing address: 5850 W. Glendale Ave Glendale AZ 85301  
Street address City State Zip Code
3. Email Address: M.Dickey@GlendaleAZ.com
- 

**SECTION 4** To complete this application, all questions must be answered:

1. Have you received permission for use of the site for the sale/consumption of liquor from the site owner named in Section 3?  Yes  No
2. Will the liquor you sell/serve be products only manufacture/produced at your licensed premises names in Section 1?  Yes  No
3. List the number of Fair/Festival licenses you have been issued in the current calendar year 9
4. List the number of days you have held a licensed Fair/Festival in the current calendar year 24
5. What security and control measures will you take to prevent violations of state liquor laws at this event?
- 6 # of Police Officers on Site Fencing  Yes  No
- 6 # of Security Personnel on Site Barriers  Yes  No
6. I am familiar with and have read statues for Arizona's fair/festival privileges, requirements and penalties? (Farm Winery A.R.S. §4-203.03, Craft Distillery A.R.S. §4-205.11, either being held at a Special Event A.R.S. §4-203.02)  Yes  No
7. I have taken responsible steps to ensure individuals operating the fair/festival licensed premises and employees who serve, sell or furnish liquor at this fair/festival have knowledge of Arizona liquor laws? (R19-1-302)  Yes  No

# Glendale Wine Garden

N  
↑

W Glendale DR

## Series 16

AZ Wine Cellars  
Coronado Vineyards  
Keeling Schaefer

Bottle Sales Only  
Not to be consumed on  
festival property

### Note:

Glendale will  
hold the Series 15  
for tastings &  
glass sales

58th Ave

Glendale Ave

**SECTION 6** This section to be completed only by the applicant named in section #1

I, Rodney Edward Keeling declare that I am the APPLICANT filling this application as listed in Section 8. I have read the application and the contents and all statements are true, correct and Complete. 520 507-2301  
X [Signature] OWNER-MEMBER 8-28-2015 [Signature]  
(Signature) Title/Position Date Phone #

The foregoing instrument was acknowledge before me this 28 August 2015  
Day Month Year

State Arizona County of Cochise

My Commission Expires on: 2/19/2019 [Signature]  
Date Signature of Notary Public



The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

**SECTION 7** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(Government Official) (Title)  
on behalf of \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Phone # \_\_\_\_\_  
(City, Town, County)

FOR DEPARTMENT OF LIQUOR USE ONLY

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

17-5

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 01-13-17

License Type: **Seires 16 Wines Festival/Wine Fair**

Definition: Allows a licensed domestic farm winery to serve samples of its products on the wine festival premises and the sale of such products in original containers for consumption off the wine festival premises.

Application Type: **New License**

Definition: New license

Business Name: **AZ Wine Cellars LLC**

Business Address: **2115 E. Cedar St. #3, Tempe, AZ (Event at City of Glendale, 5850 W. Glendale Ave.)**

### Applicant/s Information

Name: **Sharp, Richard**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 1/14/2016	Other Suites	New ownership call history beginning:
Liquor Related	1		
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	1		
911 calls	14		
Trespassing	6		
Accidents	3		
Fraud / Forgery			
Threats			
Criminal damage	1		
Other non-criminal*	27		
Other criminal			
<b>Total calls for service</b>	<b>53</b>	<b>N/A</b>	<b>N/A</b>

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

**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

**Applicant Background Synopsis:**

Applicant is an Arizona liquor licensed Domestic Winery (Liq Lic #13073024).  
Chocolate Affaire 02-03-17 (Fri), 02-04-17 (Sat) and 02-05-17(Sun).

**Current License Holder:**

N/A

**Location History:**

No significant Calls for Service history at this location.

**Special Concerns:**

None Found

**Background investigation complete:**

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>1-13-17</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>1-13-17</u>



Legislation Description

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**File #: 16-674, Version: 1**

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**RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21972, SUSHI PLUS**

Staff Contact: Vicki Rios, Director, Budget and Finance

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 12 (Restaurant) license for Sushi Plus located at 5830 West Thunderbird Road, Suite B1. The Arizona Department of Liquor Licenses and Control application (No. 1207A849) was submitted by Eunice S. Kang.

**Background Summary**

The location of the establishment is in the Sahuaro District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 16,183. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

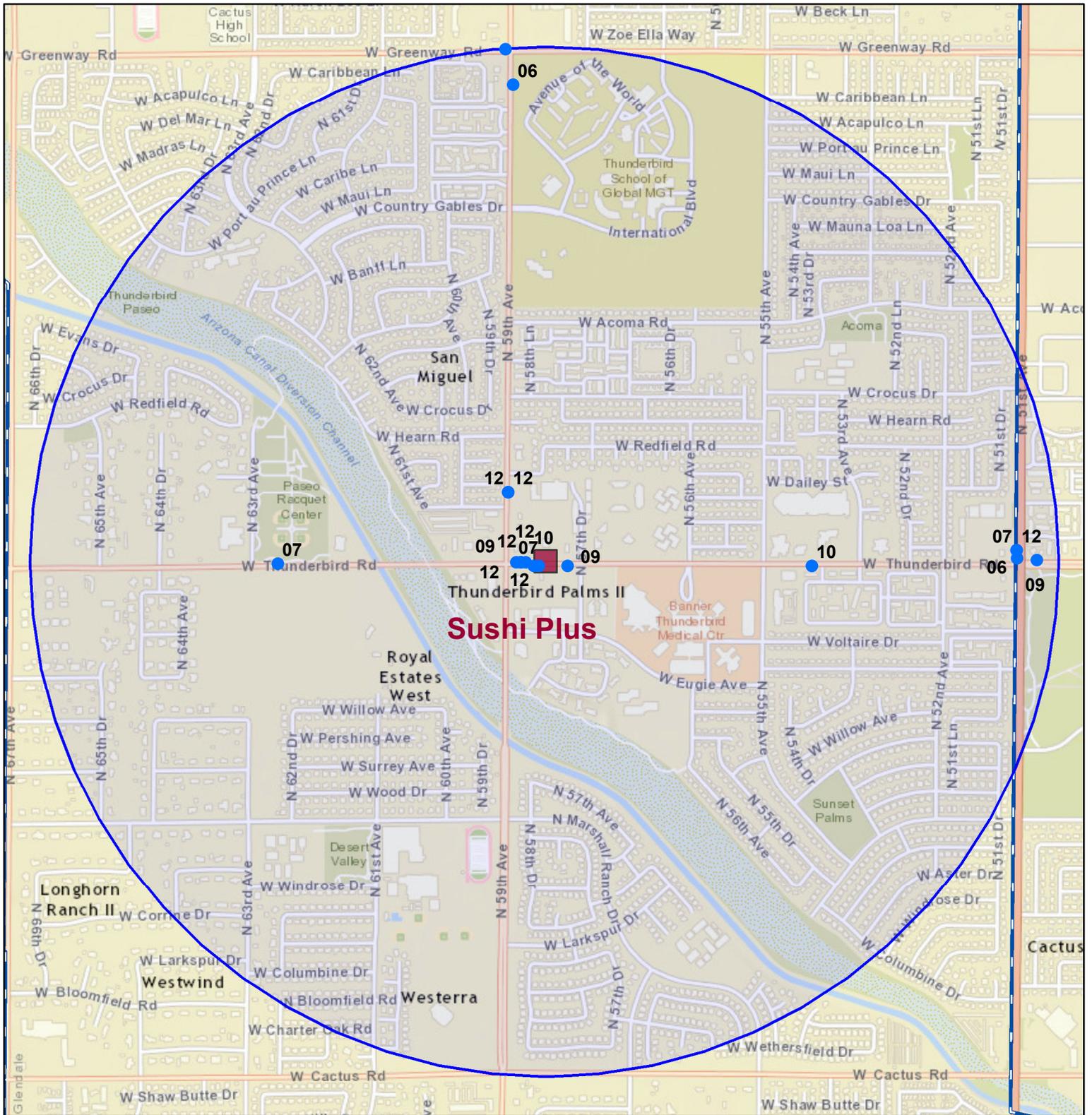
<b>Series</b>	<b>Type</b>	<b>Quantity</b>
06	Bar - All Liquor	2
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	2
12	Restaurant	<u>7</u>
	<b>Total</b>	<b>17</b>

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 license, Council may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

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

**Community Benefit/Public Involvement**

No public protests were received during the 20-day posting period, December 1 thru December 21, 2016.



**BUSINESS NAME:** Sushi Plus

**LOCATION:** 5830 W. Thunderbird Road, Suite B1

**APPLICANT:** Eunice S. Kang

**ZONING:** C-2

**APPLICATION NO:** 5-21972

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



16-167

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 12-09-16

License Type: **Series 12 Restaurant**

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

Application Type: **New License**

Definition: New License

Business Name: **Sushi Plus**

Business Address: **5830 W. Thunderbird Rd. Ste-B1**

### Applicant/s Information

Name: **Kang, Eunice**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 12/9/2011	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults		1	
Robberies		2	
Burglary / Theft		22	
911 calls		1	
Trespassing		7	
Accidents		4	
Fraud / Forgery		2	
Threats		1	
Criminal damage	1	1	
Other non-criminal*		28	
Other criminal		1	
<b>Total calls for service</b>	<b>1</b>	<b>70</b>	<b>N/A</b>

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

**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

**Applicant Background Synopsis:**

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

**Current License Holder:**

N/A

**Location History:**

No significant Calls for Service history at this location.

**Special Concerns:**

None found.

**Background investigation complete:**

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>12-9-16</u>
CID Lieutenant or Commander	<u>[Signature]</u>	<u>12-14-16</u>
Deputy City Attorney	<u>[Signature]</u>	<u>                    </u>
Chief of Police or designee	<u>[Signature]</u>	<u>12/19/16</u>



Legislation Description

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**File #:** 16-675, **Version:** 1

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**RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21983 EDDIE'S LOUNGE**

Staff Contact: Vicki Rios, Director, Budget and Finance

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a person-to-person, location-to-location transferable series 7 (Bar - Beer and Wine) license for Eddies's Lounge located at 7025 North 75<sup>th</sup> Avenue, Suite 104. The Arizona Department of Liquor Licenses and Control application (No. 07070420) was submitted by Alina Yen.

**Background Summary**

The location of the establishment is in the Yucca District and is over 300 feet from any church or school. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is Population17,220. This series 7 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

<b>Series</b>	<b>Type</b>	<b>Quantity</b>
06	Bar - All Liquor	1
09	Liquor Store - All Liquor	1
10	Liquor Store - Beer and Wine	<u>4</u>
	<b>Total</b>	<b>6</b>

Pursuant to A.R.S. § 4-203(A), when considering this person-to-person, location-to-location transferable series 7 license, Council may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

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

**Community Benefit/Public Involvement**

No public protests were received during the 20-day posting period, November 24 thru December 13, 2016.



**BUSINESS NAME:** Eddie's Lounge

**LOCATION:** 7025 N. 75th Avenue, Suite 104

**APPLICANT:** Alina Yen

**ZONING:** C-2

**APPLICATION NO:** 5-21983

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



16-162

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 12-07-16

License Type: **Series 7 Beer and Wine Bar (Beer and Wine Only)**

Definition: Allows for the sale of beer and wine only, on-premise consumption and packaged goods to go are allowed. Delivery service is allowed.

Application Type: **Person Location Transfer**

Definition: The application process for conveying the ownership of a license from one person to another and moving the license from one premises to another, all within the same county.

Business Name: **Eddie's Lounge**

Business Address: **7025 N. 75<sup>th</sup> Ave., Ste-104**

### Applicant/s Information

Name: **Yen, Alina**

Name: **Tran, Thanh D.**

Name: **Tran, Phillip Huy (Manager)**

Name: **Nguyen, Alvin Tiep (Manager)**

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 12/7/2011	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related	1	3	
Fights / Assaults	3	1	
Robberies		1	
Burglary / Theft	3	5	
911 calls			
Trespassing	3	5	
Accidents		2	
Fraud / Forgery			
Threats	2	1	
Criminal damage	2	8	
Other non-criminal*	12	10	
Other criminal		3	
<b>Total calls for service</b>	<b>26</b>	<b>39</b>	<b>N/A</b>

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

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

### Applicant Background Synopsis:

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

### Current License Holder:

None: New license location.

### Location History:

No significant Calls for Service history at this location.

### Special Concerns:

None found.

### Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>12-7-16</u>
CID Lieutenant or Commander	<u>A. Anderson</u>	<u>12-8-16</u>
Deputy City Attorney	<u></u>	<u></u>
Chief of Police or designee	<u>[Signature]</u>	<u>12/13/16</u>



## Legislation Description

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**File #: 16-641, Version: 1**

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**AUTHORIZATION TO APPROVE THE SOLE SOURCE PURCHASE OF ANNUAL MAINTENANCE SUPPORT FROM TCS AMERICA, INC., FOR THE TAX MANTRA SYSTEM**

Staff Contact: Vicki Rios, Director, Budget and Finance

**Purpose and Recommended Action**

This is a request for City Council to approve the purchase of annual maintenance support from TCS America, Inc., for the Tax Mantra system for one year under contract number C-7108 for an amount not to exceed \$173,961 and to authorize the City Manager to execute any documents necessary to implement the maintenance contract for the period of February 9, 2017 through February 8, 2018.

**Background**

On August 11, 2009, City Council awarded contract number C-7108 to TCS America, Inc. for the city's sales tax and licensing system software. The City uses the sales tax and licensing software to manage taxpayer information, process business licenses and license renewals, monitor outstanding receivables and delinquencies, and identify potential audit cases. Annual maintenance provides technical support, software updates and fixes, and upgrade rights. The contract allows for the continuation of maintenance annually upon mutual agreement by both parties.

**Analysis**

The Materials Manager may procure and contract for supplies and services without competition when there has been a written determination that competition is not available and there is only one known source for the supply or service.

TCS America, Inc. is the creator of the Tax Mantra software and is the sole provider of system maintenance and support. It is common in the software industry for the software maintenance to be provided only by the creator of the system because the software is proprietary and firms typically do not license other companies to provide support services. This software maintenance and support is necessary to continue to use the Tax Mantra system for the next year.

Although the Arizona Department of Revenue began administering transaction privilege tax starting with the January 2017 applications and returns, the city continues to process transactions as items come in from prior periods. In addition, the Tax Mantra software will be used to process business licenses until a replacement system can be implemented. A new licensing system is in the process of being selected and recommended but it is expected to take approximately one year to implement the new system once a contract is approved by the Council. In addition, the historical information in Tax Mantra will need to be converted and stored as part of the implementation of a business intelligence tool. In order to accomplish these projects, the Tax

Mantra system needs to be maintained for at least another year.

**Previous Related Council Action**

On January 26, 2016, January 27, 2015, February 28, 2014, and February 12, 2013, City Council approved the annual maintenance support and expenditures for the Tax Mantra system.

On August 11, 2009, City Council awarded contract number C-7108 to TCS America, Inc. for the Tax Mantra sales tax and licensing system software.

**Community Benefit/Public Involvement**

The Tax Mantra system captures taxpayer account information, tracks tax return filings and payments, delinquencies, licensing, and business information.

**Budget and Financial Impacts**

The annual maintenance support cost is budgeted in the Technology Replacement fund.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$173,961</b>	<b>2591-18402-522700, Technology Replacement</b>

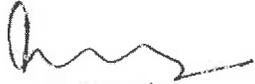
Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

## Tax Mantra - Glendale

### Requirement Change Control Form (RCR)

<b>Change Request #: 016</b>	<b>Priority: High</b>	<b>Request Date: 116-Nov-2016</b>
<b>TCS Contract Reference: B-2010-83773</b>		
<b>Requested By: Susan Matousek</b>	<b>Date Required By:</b>	
<b>Summary Description:</b> This change request is for extension of Tax Mantra AMC support for City of Glendale from 9 <sup>th</sup> Feb, 2017 till 8 <sup>th</sup> Feb, 2018.		
<b>Detailed Description:</b> The current AMC contract between TCS and City of Glendale is due to expire on 08-Feb-2017. The contract provides an option for additional years of AMC. City has opted for AMC services for Year 7 starting 09-Feb-2017 to 08-Feb-2018.		
<b>Assumptions:</b> <ol style="list-style-type: none"> <li>1) This Change Request form is made pursuant to the MSA between TCS and City of Glendale effective 16-Nov-2009.</li> <li>2) Support Parameters will be the same as per schedule B "Support Plan for Annual Maintenance Contract for City of Glendale" of the MSA.</li> </ol>		
<b>Payment terms:</b> AMC amount will be invoiced at the beginning of AMC year.		
<b>Estimates Valid Till Date: 08-Feb-2017</b>	<b>Evaluation Completed: Yes</b>	<b>Estimated Duration: TBD</b>
<b>Estimated cost: USD 173,961</b>	<b>Planned Delivery Date: TBD</b>	
<b>Actions Required to Implement:</b> As per the detailed description above.		
<b>Resource Assignment:</b>		<b>Project Plan / Project Schedule Updated:</b>
<b>Other Impacted Projects</b>	<b>Assessor</b>	<b>Change Deliverables to</b>
		<b>Change to Milestones</b>
		<b>Implications (cost, effort, time, etc)</b>
<b>Change Approval</b>	<b>Tata America International Corporation</b>  <b>Signature</b>  Pushpa S. Hegde General Manager 11/28/2016	<b>City of Glendale</b>  <b>Signature</b>  <i>See attached Signatures</i>

CITY OF GLENDALE,  
an Arizona municipal corporation

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By: Kevin R. Phelps  
Its: City Manager

ATTEST:

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Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney



## Legislation Description

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**File #: 17-005, Version: 1**

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**AUTHORIZATION FOR THE RATIFICATION OF EXPENDITURES WITH HEMPELMAN AUTO PARTS CO., DOING BUSINESS AS NAPA AUTO PARTS, FOR ONSITE AUTOMOTIVE AND HEAVY EQUIPMENT PARTS, REPAIR AND SERVICES, AND AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT TO INCREASE EXPENDITURE AUTHORITY**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for City Council to ratify the expenditure of funds with Hempelman Auto Parts Co., doing business as (dba) NAPA Auto Parts (NAPA) in an amount of \$232,140.57 above the approved amount of \$1,476,762 for the purchase of onsite automotive and heavy equipment parts, repair and services rendered in Fiscal Year (FY) 2015-16, for a total amount of \$1,708,902.57, and to authorize the City Manager to enter into Amendment No. 1 to the Agreement, Contract No. C-10079-1, to increase the total expenditure authorization by \$1,400,000, for a not to exceed amount of \$9,083,810 for the entire Agreement term of five years.

### **Background**

The Public Works Department's Fleet Management Division provides critical repair and maintenance services to the city's inventory of over 1,300 vehicles and pieces of equipment. Since 2004, the city has contracted with a vendor to provide for onsite parts management services, allowing the division to maintain increased parts availability, while providing better service to our customers by improving the number of vehicles in service daily, and reducing vehicle downtime with fewer maintenance hours due to delays in parts acquisition.

On February 9, 2015, Materials Management received 8 proposals to Request for Proposals (RFP) 15-13 for onsite automotive and heavy equipment parts, repair and services, and NAPA was found to have submitted the most responsive and responsible proposal. On June 23, 2015, City Council approved an Agreement, Contract No. C-10079, for an initial two year term, with three, one-year renewals, for a not to exceed amount of \$7,683,810 over the entire term, and a not to exceed amount of \$1,476,762 for FY 2015-16.

### **Analysis**

On March 23, 2015, the Fleet Management Division extended their hours of operation to add a second shift through 11:00 p.m. This operational change increased contract costs, including the purchase of an additional parts delivery truck and additional NAPA personnel to staff the second shift parts operation. The additional amount of \$232,140.57 exceeded the authorized expenditure limit for FY 2015-16 and requires ratification.

Fleet Management has projected costs, including the additional shift, to be consistent when adjusted for inflation through FY 2019-20 (initial term plus renewals), and is thus requesting an increase of \$1,400,000, for a total increase of original award to \$9,083,810.

**Previous Related Council Action**

On June 23, 2015, City Council authorized entering into an agreement with NAPA, Contract No. C-10079, for on-site automotive and heavy duty equipment parts, repair, and services in an amount not to exceed \$7,683,810 over the entire, five year term.

**Community Benefit/Public Involvement**

A contract with NAPA has increased benefits using NAPA’s nationwide supply chain network and operational expertise. Adding the second shift has allowed the city’s Fleet Management Division to reduce vehicle and equipment downtime for repair and service. By reducing vehicle downtime to internal customers including Fire, Police, Solid Waste, and Water Services, the Fleet Management Division has achieved the goal of improved services to the community.

**Budget and Financial Impacts**

Funding is available in the Public Works Department operating and maintenance budget. Expenditures with NAPA for FY 2015-16 were \$1,708,902.57, an increase of \$232,140.57 from the original approved amount of \$1,476,762. The increase in expenditures with NAPA are not to exceed \$1,400,000, for a not to exceed amount of \$9,083,810 for the entire Agreement term of five years.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$1,400,000</b>	<b>2590-18302-523000, Parts Store Operations</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 1  
ONSITE AUTOMOTIVE AND HEAVY EQUIPMENT PARTS, REPAIR AND  
SERVICES  
(City of Glendale Solicitation No. 15-13, Contract No. C-10079)

This Amendment No. 1 ("Amendment") to the Onsite Automotive and Heavy Equipment Parts, Repair and Services ("Agreement") is made this \_\_\_\_ day of \_\_\_\_, 2017, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Hempelman Auto Parts Co. Inc., dba NAPA Auto Parts, an Arizona corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Hempelman Auto Parts Co., dba Napa Auto Parts ("Contractor") previously entered into Agreement for Onsite Automotive and Heavy Equipment Parts, Repair and Services, Contract No. C-10079, dated June 23, 2015 ("Agreement"); and
- B. The Agreement had an initial two (2)-year term beginning June 23, 2015 through June 22, 2017 and provided the option to extend for an additional three (3) years renewable in an annual basis; and
- C. City and Contractor wish to modify and amend the 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 Contractor 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 unchanged and shall expire on June 22, 2017 unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** The Scope of Work is unchanged.
- 4. **Compensation.** The original compensation amount is being amended and increased to \$1,708,902.57 for fiscal year 2015-2016 or a maximum of \$9,083,810 over the full five-year period as per Exhibit A. This additional amount is within the general Scope of Work and is deemed necessary to best serve the interest of the City.

5. **Insurance Certificate.** Current certificate will expire on April 1, 2017 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **Ratification of Agreement.** City and Contractor 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.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Kevin R. Phelps, City Manager

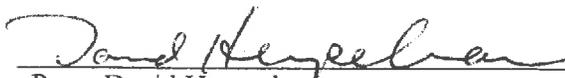
ATTEST:

\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

Hempelmann Auto Parts Co., Inc. dba  
NAPA Auto Parts, an Arizona  
corporation

  
\_\_\_\_\_  
By: David Hempelman  
Its: President  
\_\_\_\_\_

**AMENDMENT NO. 1**

**AGREEMENT FOR ONSITE AUTOMOTIVE AND HEAVY EQUIPMENT PARTS, REPAIR  
AND SERVICES**

(City of Glendale Solicitation No. RFP 15-13, Contract No. C-10079)

**EXHIBIT A**

**COMPENSATION**

The Compensation shall be amended as follows:

**NOT-TO-EXCEED AMOUNT**

The compensation is increased to \$1,708,902.57 for fiscal year 2015-2016 and a maximum of \$9,083,810 over the full five-year period. This increase is needed to cover higher parts volume due to an increase in the number of vehicle and equipment repairs and maintenance being accomplished as vacant mechanic positions continue to be filled, and also to extend the hours of the parts operation from 6:30 a.m. - 6:30 p.m. to 6:30 a.m. – 11:00 p.m. to align with the hours of the Fleet Management Division.

**DETAILED PROJECT COMPENSATION**

The City will reimburse the contractor for all operational expenses and overhead plus an 8% markup on all parts.



## Legislation Description

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**File #:** 17-011, **Version:** 1

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**AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. AND APPROVAL OF A BUDGET APPROPRIATION TRANSFER FOR THE 95TH AVENUE EXTENSION PROJECT**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into a Professional Services Agreement with Kimley-Horn & Associates, Inc. in an amount not to exceed \$317,945 for the 95th Avenue Extension project. Staff is also seeking approval of a budget appropriation transfer in the amount of \$360,045 to fund this agreement and previous preliminary project design at a cost of \$42,100.

### **Background**

The 95th Avenue Extension project includes design services to develop construction drawings for full width street and utility extensions from Bethany Home Road to approximately 700 feet South of Missouri Avenue tying into recently constructed 95th Avenue improvements. The project design will also include provisions for drainage improvements, signals, and traffic control.

### **Analysis**

The Engineering division selected Kimley-Horn & Associates, Inc. from its on-call consulting list. A Professional Services Agreement in the amount of \$42,100 for the preliminary design was administratively awarded on November 28, 2016. This contract will finish the design and produce a bid package. Staff anticipates completion of the final design before the end of June 2017.

### **Community Benefit/Public Involvement**

Well designed and maintained infrastructure is an important element of strong neighborhoods and business corridors and is critical for the attraction of quality economic development.

### **Budget and Financial Impacts**

Funds are available in the Fiscal Year 2016-17 Capital Improvement Program. Expenditures with Kimley-Horn & Associates, Inc. under this agreement shall not exceed \$317,945, and the total professional services fee for the entire project including the preliminary design shall not exceed \$360,045. Staff is requesting a budget appropriation transfer from Development Impact Fee Contingency in an amount of \$360,045 to cover the total design cost.

<b>Cost</b>	<b>Fund-Department-Account</b>
\$317,945	1601-67821-551200 95th Avenue Extension

Capital Expense? Yes

Budgeted? No

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from? DIF Contingency

**PROFESSIONAL SERVICES AGREEMENT**

CIP #161729

95th Avenue Extension - Final Design

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Kimley-Horn & Associates, Inc., a North Carolina Corporation, authorized to do business in the State of Arizona, ("Consultant") as of the \_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date").

**RECITALS**

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

**AGREEMENT**

The parties hereby agree as follows:

**1. Key Personnel; Other Consultants and Subcontractors.**

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
    - (2) The City must approve the designated Project Manager.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
  - c. Discharge, Reassign, Replacement.
    - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
    - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

- (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. **Subcontractors.**

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

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

3. **Consultant's Work.**

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

3.2 **Licensing.** Consultant warrants that:

- a. Consultant and its Subconsultants or Subcontractors will 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").
  - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
  - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 **Compliance.**

- a. 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.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 **Coordination; Interaction.**

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with

any other professionals retained by City on the Project ("Coordinating Project Professionals").

- b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

### 3.5 Work Product.

- a. **Ownership.** Upon receipt of payment for Services furnished, Consultant grants to City, 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 claims arising out of the Work Product.
  - (3) In such case, City will also remove any seal and title block from the Work Product.

## 4. **Compensation for the Project.**

- 4.1 **Compensation.** Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$317,945 as specifically detailed in Exhibit D ("Compensation").
- 4.2 **Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
  - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 **Allowances.** An "Allowance" may be identified in Exhibit D only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in Exhibit D and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

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

## 5. Billings and Payment.

### 5.1 Applications.

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

### 5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Consultant and its Subconsultants and 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.

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

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

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

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

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- c. **Professional Liability.** Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$2,000,000.00 for each claim and a \$2,000,000.00 annual aggregate limit.
- d. **Worker's Compensation:** Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

8.2 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.

8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.**
- b. **For any claims related to this Project, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.**
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 **Waiver of Subrogation.** Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrant their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Notices.**

11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
  - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
  - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

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

Chris Woolery, P.E.  
7740 N 16<sup>th</sup> St, Suite 300  
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:

City of Glendale  
c/o Wade Ansell  
5850 West Glendale Ave, Suite 315  
Glendale, Arizona 85301

With required copy to:

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

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

- c. Concurrent Notices.

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

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

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

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

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

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

13.2 Interpretation.

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

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

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

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

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

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

14. Term. The term of this Agreement commences upon the Effective Date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one (1) year. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original Agreement period. There are no automatic renewals of this Agreement.

15. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation

(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

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By: Kevin R. Phelps  
Its: City Manager

ATTEST:

---

Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney

Kimley-Horn & Associates, Inc,  
a North Carolina Corporation



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By: David Leistiko, P.E.  
Its: Senior Vice President

**EXHIBIT A**  
**Professional Services Agreement**

**PROJECT**

This project consists of extending 95<sup>th</sup> Avenue from Bethany Home Road to approximately 700-ft south of Missouri Avenue, and re-striping the existing 95<sup>th</sup> Avenue from approximately 700-ft south of Missouri Avenue to Camelback Road. The new roadway will be a 64-ft wide section with two lanes in each direction, striped median, curb, gutter, sidewalk, and street lighting. This project will include two roundabouts, utility relocations, drainage improvements, traffic signal design, and right-of-way acquisition.

This agreement covers the Final Design phase of the project.

**EXHIBIT B**  
**Professional Services Agreement**

**SCOPE OF WORK**

See Attached



**CITY OF GLENDALE  
95<sup>TH</sup> AVENUE: CAMELBACK ROAD TO BETHANY HOME ROAD  
FINAL DESIGN CIVIL ENGINEERING SERVICES**

**SCOPE OF SERVICES**  
Prepared November 3, 2016

The Project Scope of Work is generally described as follows:

This project consists of various proposed improvements along 95<sup>th</sup> Avenue from Camelback Road to Bethany Home Road. Specific proposed improvements include:

- Design 95<sup>th</sup> Avenue as a full width typical street section (Modified Typical Section A-2 – 64-ft wide roadway with no raised median and 110-ft right-of-way) from Bethany Home Road to approximately 700-ft south of Missouri Avenue tying into the recently constructed 95<sup>th</sup> Avenue improvements constructed as part of the Copper Cove residential subdivision. The typical street section will have 2 lanes in each direction with a center striped median. Improvements will match the existing residential segment of 95<sup>th</sup> Avenue adjacent to the Cooper Cove residential subdivision. Street improvements include drainage, ITS, and street lighting.
- Two roundabouts will be included in the design. The north roundabout (Montebello Avenue) will be a 2-lane, 4-leg roundabout. The south roundabout (Missouri Avenue) will be a 3-leg roundabout providing access to a potential future Missouri Avenue connection to the freeway to the west. There will be no tie into existing Missouri Avenue to the east.
- Striping improvements include 95<sup>th</sup> Avenue from Bethany Home Road to Camelback Road. Restriping will occur to realign the 95<sup>th</sup> Avenue/Camelback Road intersection lanes with the lanes south of the intersection. Southbound lane configuration at Camelback Road includes exclusive right and shared through/right. Restriping of the north leg at the 95<sup>th</sup> Avenue/Bethany Home Road intersection will also be necessary.
- Signal improvements at 95<sup>th</sup> Avenue and Bethany Home Road include SEC pole improvements, signal heads for southbound approach, and NEC pole improvements to accommodate the northbound approach to the intersection

**Submittals**

Four submittals will be provided as a part of this contract: 30%, 60%, 90%, and Final. Each submittal will consist of electronic PDFs of the submittal documents, including half-size (11x17) and full-size (22x34) PDFs of the plan set. One hard copy of each submittal item will also be provided.

- i. The 30% Plans Submittal will consist of the following items:
  - 30% minimal plan set, showing roadway alignment, pavement marking layout, conceptual traffic signal layout, and preliminary street light layout
  - 30% Preliminary Estimate

- ii. The 60% Submittal will consist of the following items:
  - 60% Plan Set
  - 60% Estimate
  - 60% Technical Specifications
  - Draft Drainage Report
- iii. The 90% Submittal will consist of the following items:
  - 90% Plan Set
  - 90% Estimate
  - 90% Technical Specifications
  - Final Drainage Report
- iv. The Final Submittal will consist of final versions of the documents listed above (permit ready).

**Task 1. -- Roadway Design**

- a. Kimley-Horn will design approximately 3,300 feet of roadway along 95<sup>th</sup> Avenue between Bethany Home Road and approximately 700-ft south of Missouri Avenue tying into the recent construction of the 95<sup>th</sup> Avenue improvements as part of the Copper Cove residential subdivision.
- b. Kimley-Horn will establish a roadway construction centerline based on the initial layout prepared by the City of Glendale. Kimley-Horn will confirm the alignment meets the design speed criteria provided by the City of Glendale.
- c. Kimley-Horn will model the roadway to develop earthwork cut/fill quantities. Kimley-Horn will provide an earthwork summary to the City for review beginning at the 60% submittal.
- d. Kimley-Horn will design, analyze, and model up to two roundabouts. Kimley-Horn will coordinate with the City to obtain traffic counts for the analysis. Kimley-Horn will use Sidra software for the analysis.
- e. Kimley-Horn will prepare roadway plans at a 1" = 20' scale. The following sheet list is anticipated for the final construction documents:
  - Cover Sheet (1 Sheet)
  - Legend & Notes (1 Sheets)
  - Typical Sections (1 Sheet)
  - Miscellaneous Details Sheet (1 Sheet)
  - Geometric Control (1 Sheet)
  - Paving Plan & Profile (20 Scale) (7 Sheets) (1" = 20' scale)
  - Roundabout Detail Sheets (2 Sheets)

**Task 2. – Drainage Design**

- a. Kimley-Horn will prepare a drainage report providing documentation for the drainage design. The report will cover sections of Chapter 5 of the City of Glendale Engineering Design and Construction Standards, 2015.
- b. Kimley-Horn will prepare a roadway drainage design to capture pavement runoff for the new segment of 95<sup>th</sup> Avenue. Two alternatives will be evaluated to capture and store the pavement runoff. The first alternative is scuppers with retention basins. The second alternative is a storm drain system with inlets to capture and convey the pavement runoff to a new retention basin. Kimley-Horn will analyze the vacant parcel at the southern portion of the project for potential drainage basin placement. The alternatives will be sized to store the 100-year, 2-hour storm event per the City of Glendale Design Engineering Design and Construction Standards, 2015.
- c. Kimley-Horn will analyze existing offsite drainage patterns to determine impacts to the new roadway segment.
- d. Kimley-Horn will prepare a Draft Drainage Report as part of the 60% design submittal. Kimley-Horn will respond to comments from the City of Glendale. A Final Drainage Report will include changes based on comments from the Draft Drainage report. The Final Drainage Report will be submitted as part of the 90% submittal.
- e. If the first alternative is selected, Kimley-Horn will prepare a scupper design summary sheet and retention basin grading sheets. If the second alternative is selected, Kimley-Horn will prepare storm drain plan and profile sheets with a retention basin grading sheet. Additionally, Kimley-Horn will prepare a drainage detail sheet for miscellaneous drainage details.

**Task 3. – Signing & Marking Design**

- a. Kimley-Horn will design approximately 5,780 feet of striping and signing along 95<sup>th</sup> Avenue from approximately 500 feet north of Bethany Home Road to Camelback Road. No striping will be done south of Camelback Road.
- b. Kimley-Horn will conduct a field investigation to inventory existing signing along the project limits.
- c. Kimley-Horn will prepare a preliminary striping layout which will be shown on the 30% submittal. Separate signing and striping sheets will not be prepared for the 30% submittal. Striping layout will be shown on the roadway sheets produced. For the striping limits needed outside of the roadway improvements, a roll plot will be provided to assist with full striping limits.
- d. Kimley-Horn will prepare signing and striping plans beginning at the 60% submittal stage. Signing and striping will be prepared on the same plan sheets. Signing and striping plans will be prepared at 1" = 40' scale and designed in accordance with City of Glendale guidelines and the Manual on Uniform Traffic Control Devices (MUTCD). The following sheet list is anticipated for the final construction documents:

- Signing and Striping Notes and Legend (1 Sheet)
- Signing and Striping Plan Sheets (6 Sheets)

**Task 4. Traffic Signal Design & Interconnect**

- a. Kimley-Horn will provide traffic signal design improvements for the intersection of Bethany Home Road and 95<sup>th</sup> Avenue. Signal design will be done in accordance with the City of Glendale standard details and the MUTCD.
- b. Kimley-Horn will obtain traffic signal and ITS as-built plans from the City of Glendale.
- c. A field investigation will be conducted to supplement survey and as built plans. Field investigation will consist of inventory of existing signal equipment, routing of conductors/conduit, and potential conflicts.
- d. Kimley-Horn will prepare a preliminary traffic signal layout for the 30% submittal. The preliminary traffic signal layout will be included in the roadway sheets.
- e. Kimley-Horn will prepare traffic signal plans at 1" = 20' scale beginning at the 60% submittal stage. Plans will be prepared and submitted at 60%, 90% and Final stages. The following sheet list is anticipated for the final construction documents :
  - Traffic Signal Notes, Legend and Details (1 Sheet)
  - Traffic Signal Layout (1 Sheet)
  - Traffic Signal Pole and Conductor Schedule (1 Sheet)
  - Traffic Signal Removal (1 Sheet)
- f. Kimley-Horn will provide ITS infrastructure design (conduit and pull boxes) along the west side of 95<sup>th</sup> Avenue along the roadway improvements from Bethany Home Road to approximately 700-ft south of Missouri Avenue (approximately 3,300 linear feet). ITS infrastructure will consist of installing 2-4" conduit and pull boxes for the limits described. Fiber communication is not included in this design. The ITS infrastructure will be shown on the roadway plan sheets; no separate ITS plan sheets will be prepared.
- g. Kimley-Horn will prepare an ITS Notes and Details sheet. The following sheet list is anticipated for the final construction documents:
  - ITS Notes and Details (1 Sheet)

**Task 5. – Street Lighting Design**

- a. Kimley-Horn will prepare street lighting plans and photometric plans for approximately 3,300 feet of roadway development along 95<sup>th</sup> Avenue from Bethany Home Road to approximately 700-ft south of Missouri Avenue in accordance with The City of Glendale, Arizona, Street Lighting Manual – 2008.
- b. It is assumed that the proposed street light pole locations will be based on standard spacing. The street light pole type will match the existing streetlights in the project vicinity.

- c. Kimley-Horn will provide photometric analysis and photometric plans. Kimley-Horn will conduct a photometric analysis utilizing only one make and model of fixture and pole, i.e. one IES file.
- d. Kimley-Horn will coordinate the street lighting design with Salt River Project (SRP) to define a power source to serve the street lighting system. It is assumed that the street lighting will be tied to an unmetered service.
- e. For roundabout lighting, the design and calculations will be completed to optimize the design per recommended values in Illuminating Engineering Society of North America (IESNA). Only one make and model of fixture and pole will be used for the photometric analysis and design of roundabout intersection lighting.
- f. Street lighting layout will be shown on the roadway plans for reference at the 30% stage.
- g. Kimley-Horn will prepare street lighting plans and photometric plans for 60%, 90% and Final stages. The street light plans will be produced at a 1" = 40' scale. The following sheet list is anticipated for the final construction documents:
  - Street Lighting General Notes, Abbreviations, and Legend (1 sheet)
  - Photometric Plans (3 sheets)
  - Street Lighting Plans (3 sheets)
  - City of Glendale Standard Details (1 sheet).
- h. It is assumed that the street lighting details will be based on the City of Glendale, Arizona, Street Lighting Manual – 2006 and will not be modified. City of Glendale standard details will be included for reference only.

**Task 6. – Water & Sewer Design**

- a. Kimley-Horn will prepare design plans for the following City improvements:
  - i. Approximately 3,200 linear feet of 12-inch DIP waterline
    - (1) The new waterline will be located along the proposed 95<sup>th</sup> Avenue roadway alignment.
    - (2) The new waterline improvements will also include 12-inch DIP extensions of existing waterlines west that run east-west along the San Miguel Ave and Missouri Ave alignments providing additional water looping. These extensions will connect to the new waterline installed in the proposed 95<sup>th</sup> Avenue roadway alignment.
    - (3) The extensions will stub west of the proposed 85<sup>th</sup> Avenue roadway alignment.
  - ii. Approximately 600 linear feet of 12-inch PVC SDR35 sewer

- (1) The new sewer improvements will consist of extending existing sewer lines that run east-west along the San Miguel Ave and Missouri Ave alignments and stub west of the proposed 95<sup>th</sup> Avenue roadway alignment.
- b. Kimley-Horn will prepare an Approval to Construct (ATC) for the water and sewer and prepare the associated reports required for the ATC.
- c. Kimley-Horn will prepare water and sewer plans for the 60%, 90% and Final stages. The water and sewer plans will be produced at a 1" = 20' scale. The following sheet list is anticipated for the final construction documents :
  - Water and Sewer Notes (1 Sheet)
  - Water Plan/Profile (7 sheets)
  - Sewer Plan/Profile (2 Sheets)
  - Miscellaneous Details (2 Sheets)

**Task 7. – Project Estimate and Specifications**

- a. Kimley-Horn will prepare a list of anticipated quantities to be submitted at each design stage beginning at the 30% stage.
  - Quantities will be presented on the plan sheets and also in a separate quantities spreadsheet using custom bid items based on MAG item descriptions.
  - An opinion of probable cost will be provided for these quantities.
- a. Kimley-Horn will prepare technical special provisions for the 60%, 95%, and Final submittals. The specifications will be prepared utilizing MAG format.

**Task 8. – Utility Coordination**

- a. Kimley-Horn will contact and coordinate with utility companies in the area and will inform them of the design plans for the project. Kimley-Horn will obtain utility maps showing existing facilities within the project limits.
- b. Kimley-Horn will use the information obtained from utility companies to prepare a utility base map in CAD format.
- c. Kimley-Horn will coordinate with SRP to determine easement and land acquisition needs and to coordinate irrigation relocation if needed. If the new roadway impacts the existing overhead power lines south of Missouri Avenue, Kimley-Horn will coordinate with SRP to design the underground conversion of those lines.
  - i. SRP Irrigation owns USA fee land and irrigation facilities within the project limits. Based on preliminary discussion with SRP Irrigation, the encroachment into USA fee land will occur just south of Missouri Avenue but will not require relocation of the existing pipeline facility which is 24-inch Class III RGRCP. This facility can stay in place if two feet of clearance is provided. If two feet of clearance is not provided, the pipe can be replaced with Class V RGRCP in its current alignment.

In either of these cases, only a license would be required from SRP Irrigation and a USA fee land exchange is therefore not believed to be needed.

- ii. Based on recent discussions with SRP, the USA fee land north of the existing residential property was recently quit claimed to the adjacent property owners and no longer exists.
- d. Kimley-Horn will coordinate with private utility companies to facilitate the design and installation of their facilities with this project.
- e. Kimley-Horn will prepare utility clearance letters to send to the utility companies in the area. Signed clearance letters will be obtained and provided to the City of Glendale.
- f. Kimley-Horn will work with the utility companies to identify any potential utility conflicts and will communicate these conflicts with the City of Glendale. Known utility relocations include:
  - Existing SRP overhead power lines south of Missouri Avenue, which will be relocated underground
  - Existing SRP irrigation facilities
  - Existing private irrigation facilities.
- a. Kimley-Horn will attend and lead up to four utility coordination meetings. Kimley-Horn will prepare meeting agendas, exhibits, and notes for these meetings.

#### **Task 9. – Phase 1 ESA**

- a. Kimley-Horn will conduct a Phase I Environmental Site Assessment (ESA) in accordance with ASTM-1527-13. Kimley-Horn will submit one (1) draft Phase I ESA report inclusive of each property (up to 8 parcels, approximately 19 acres) requiring new acquisition and/or easements to the City prior to closing on the properties. The Phase I ESA report shall document findings and provide opinions and recommendations regarding possible environmental impacts at the sites. Following review by the City, Kimley-Horn will review the City's comments and address those comments in the final Phase I ESA report.
- b. Kimley-Horn will perform up to one (1) update to the Phase I ESA report. Any additional updates or reports shall only be done with prior written direction from the City and shall be considered additional services
- c. The following information shall be provided by the City, the accuracy of which Kimley-Horn will be entitled to rely upon. This information is required for the City to meet the requirements of the Landowner Liability Protections (LLPs) (ASTM E 1527-13) and for Kimley-Horn to conduct the Phase I ESA consistent with ASTM E 1527-13. This information is required prior to the site reconnaissance.
  - A completed ASTM User Questionnaire

- If applicable, reason for significant reduction in purchase price of the subject property
- Any specialized knowledge or experience relating to RECs in connection with the subject and adjacent properties
- All environmental reports available for the property
- Commonly known or reasonably ascertainable information that the Client is aware of relevant to RECs associated with the property
- Chain of title
- Title Commitments (current for all parcels)
- Contact information (mailing address, telephone) for all property owners
- Access to all parcels and contact information for local property owner to aid with access/gates, etc.
- Site Map in electronically georeferenced files

**Task 10. – Project Management**

- a. Project management includes contract management, invoicing, internal meetings with staff, Quality Control/Quality Assurance, CADD maintenance, and discipline/subconsultant coordination.

**Task 11. – Meetings**

- b. Kimley-Horn will attend monthly coordination meetings (up to four total meetings). Meetings will be held at the discretion of the City of Glendale. Kimley-Horn will prepare meeting agendas, exhibits, and notes for these meetings.
- c. Kimley-Horn will attend utility coordination meetings, as provided in Task 8.
- d. Any meetings beyond those listed above will be considered additional services.
- e. Kimley-Horn will prepare a summary of comments following each submittal. These comments will be addressed and responses will be provided.
- f. Kimley-Horn will conduct field reviews to verify the survey file and to investigate existing features in the field.

**SUBCONSULTANT BASIC SERVICES****Task 12. – Survey**

- a. RLF Consulting will prepare legal descriptions and exhibits. RLF's scope of services is included with this fee proposal.

**Task 13. – Geotechnical Investigations**

- a. RAMM Engineering's scope of services will be completed during Preliminary Design.

**Task 14. – Appraisals and Acquisitions**

- b. Gunn Communications will perform the right-of-way appraisals and acquisitions for this project. Gunn Communications' scope of services is included with this fee proposal.

**KIMLEY-HORN ALLOWANCES****Task 15. – Private Irrigation Design (Allowance)**

- a. This allowance is provided in the event that additional effort/hours are required for designing private irrigation due to impacts to existing private irrigation facilities. This allowance assumes approximately 3,200 linear feet of private irrigation relocation that would be installed along the west side of the new roadway. Kimley-Horn will provide the following services and deliverables:
  - i. Deliverables are anticipated to include the following:
    - (1) Seven plan sheets at 20 scale including construction notes and elevations
    - (2) Up to two miscellaneous detail sheets for port clip valves, irrigation ditch section, maintenance road section, and headwall connections
  - ii. Coordination with the property owner (up to one meeting)
- b. Hydraulic calculations are not believed to be warranted for this work.

**Task 16. – Post Design Services (Allowance)**

- a. This allowance is provided in the event that additional effort/hours are required to provide the following post-design services at the request of the City:
  - i. Shop Drawing Review
  - ii. RFI Review
  - iii. Attending Pre-Bid and Bid Selection Meetings
  - iv. Preparation of final record drawings, based on as-built redlines provided by the City or the Contractor

**SUBCONSULTANT ALLOWANCES****Task 17. – Potholes (Allowance)**

- a. RT Underground will perform the utility potholes on for this project. RT's scope of services is included with this fee proposal.

**Exclusions**

- a. Any tasks not specifically listed in the above scope of services are to be considered additional services. Additional services include but are not limited to:
  - i. Attending more than four City coordination meetings and more than four utility coordination meetings
  - ii. Right-of-way staking
  - iii. Construction administration or management
  - iv. Private utility design (excluding private irrigation as listed above)
  - v. Landscape and irrigation design
  - vi. Offsite drainage design
  - vii. Erosion Control Design

**Expenses**

- b. Specific expenses for this project are shown on the attached fee proposal.
- c. General expenses anticipated for this project are included in the above costs: telecommunications, in-house reproduction, postage, deliveries, supplies, project-related computer time, and local mileage.
- d. Expenses incurred in addition to these will be billed on an actual costs basis should they be necessary.

**EXHIBIT C**  
**Professional Services Agreement**

**SCHEDULE**

See Attached

95th Avenue Canalside to Bethany Home  
Design Schedule

Task Name	Duration	Start	Finish
1 Pre-Design	26 days	Tue 12/16/16	Tue 1/30/17
2 Council Working	0 days	Tue 12/16/16	Tue 12/16/16
3 Notice to Proceed	0 days	Wed 12/17/16	Wed 12/17/16
4 Data/Field/Ac-Built Review	5 days	Wed 12/17/16	Tue 12/19/16
5 Survey	10 days	Wed 12/17/16	Tue 12/27/16
6 Order Title Reports	15 days	Wed 12/17/16	Tue 1/10/17
7 Geotechnical Investigation	5 wks	Wed 12/17/16	Tue 1/10/17
8 15% Design Phase	15 days	Wed 12/21/16	Tue 1/10/17
9 15% Design	0 days	Tue 1/10/17	Tue 1/10/17
10 15% Submittal/Over Shoulder Review	30 days	Wed 1/11/17	Tue 2/21/17
11 30% Design Phase	20 days	Wed 1/11/17	Tue 2/7/17
12 30% Design	10 days	Wed 1/11/17	Tue 2/21/17
13 30% City Review	0 days	Tue 2/7/17	Tue 2/7/17
14 30% Progress/Comment Resolution Meeting	40 days	Wed 2/22/17	Tue 4/18/17
15 60% Design Phase	30 days	Wed 2/22/17	Tue 4/4/17
16 60% Design	10 days	Wed 4/5/17	Tue 4/18/17
17 60% City Review	0 days	Tue 4/18/17	Tue 4/18/17
18 60% Progress/Comment Res Meeting	25 days	Wed 4/19/17	Tue 5/23/17
19 90% Design Phase	15 days	Wed 4/19/17	Tue 5/9/17
20 90% Design	10 days	Wed 5/10/17	Tue 5/23/17
21 90% City Review	0 days	Tue 5/23/17	Wed 6/7/17
22 90% Progress/Comment Resolution Meeting	11 days	Wed 5/24/17	Wed 6/7/17
23 Final Design Phase	11 days	Wed 5/24/17	Wed 6/7/17
24 Final Design	0 days	Wed 6/7/17	Wed 6/7/17
25 Final PS&E Submittal	279 days	Wed 2/22/17	Tue 1/30/18
26 Utility Coordination	0 days	Wed 2/22/17	Wed 2/22/17
27 30% Utility Coordination Kickoff Meeting	0 days	Wed 4/19/17	Wed 4/19/17
28 60% Utility Coordination Meeting	0 days	Wed 5/24/17	Wed 5/24/17
29 90% Utility Coordination Meeting	0 days	Wed 6/7/17	Wed 6/7/17
30 Utility Clearance Letters	3 mons	Wed 10/18/17	Tue 1/2/18
31 Utility Relocations	140 days	Tue 1/30/17	Tue 7/25/17
32 SRP Irrigation Coordination	0 days	Tue 1/10/17	Tue 1/10/17
33 SRP Kickoff Meeting	8 wks	Wed 1/11/17	Tue 3/7/17
34 SRP Irrigation Agreements	8 wks	Wed 1/11/17	Tue 3/7/17
35 SRP License (A - times No USA Fee)	4 mons	Wed 3/2/17	Tue 6/27/17
36 SRP Irrigation Design	4 wks	Wed 6/28/17	Tue 7/25/17
37 Provide SRP Legal Exhibit	120 days	Wed 1/11/17	Tue 6/27/17
38 SRP Power Coordination	2 mons	Wed 3/8/17	Tue 3/17/17
39 SRP Power Agreements	4 mons	Wed 3/8/17	Tue 6/27/17
40 SRP Power Design	0 days	Tue 4/18/17	Tue 4/18/17
41 Agree on SRP Easement Limits	130 days	Tue 4/18/17	Tue 10/17/17
42 Land Acquisition	0 days	Tue 4/18/17	Tue 4/18/17
43 Identify RAW And Easement Requirements	2 wks	Wed 4/19/17	Tue 5/2/17
44 Prepare Legals & Exhibits	6 mons	Wed 5/9/17	Tue 10/17/17
45 Approvals & Acquisitions			



1st Quarter  
2nd Quarter  
3rd Quarter  
4th Quarter

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

2016 2017 2018

**EXHIBIT D**  
**Professional Services Agreement**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Hourly rates plus allowable reimbursable expenses

**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 \$317,945.

**DETAILED PROJECT COMPENSATION**

See Attached.



## Legislation Description

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**File #:** 17-015, **Version:** 1

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**AUTHORIZATION TO ENTER INTO AMENDMENT NO. 3 AGREEMENT FOR SERVICES WITH SMG FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES PROVIDED BY THE GLENDALE FIRE DEPARTMENT AT THE UNIVERSITY OF PHOENIX STADIUM**

Staff Contact: Jean Moreno, Executive Officer, Strategic Initiatives and Special Projects

**Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to execute a third amendment to city contract 8672 for the provision of emergency medical services provided by the Glendale Fire Department at the University of Phoenix Stadium. This amendment would extend services through April 7, 2017 in order to ensure continuity of service through the NCAA Men's Final Four.

**Background**

The Arizona Sports and Tourism Authority (AZSTA) owns and operates the University of Phoenix Stadium (stadium) located in the City of Glendale and is responsible for the provision of public safety services inside the facility. The City and AZSTA entered into an Intergovernmental Services Agreement in September 2002 that addressed among other things the provision of public safety services associated with events taking place at the stadium. The AZSTA assigns the responsibility of procuring public safety services to the stadium's venue manager which changed on July 1, 2016 as a result of a competitive bid process. The contract was awarded to SMG. This was the first change in stadium venue management since the facility opened in 2006. This also coincided with the expiration of the city's service agreements.

In an effort to allow the new operator time to orient themselves to the existing operation, conduct due diligence, and to negotiate new agreements with public safety providers, staff requested two previous extensions of the public safety service agreements relating to both police and fire services. The most recent amendment allowed for a month-to-month renewal through January 31, 2017. Through the discovery process, staff shared information with SMG regarding the costs associated with the provision of these services from the City of Glendale and discussed service delivery models. SMG subsequently made the decision to select alternate vendors to provide these services.

With regard to emergency medical services, SMG has requested that the City of Glendale continue to provide service through April 7, 2017 in order to ensure continuity of service for the NCAA Men's Final Four Championship events taking place in our community. SMG was unable to get a new provider on board early enough to fully service this major national event.

### **Analysis**

The cost of providing public safety services for the stadium's needs exceeds the amount the city can recover under the existing agreements resulting in a negative financial impact to the city. A variety of service delivery models were discussed with SMG; however, they ultimately chose to secure alternate providers, which staff supports. With regard to the provision of police services, SMG has elected to use the services of the Arizona Department of Public Safety who has experience working with Glendale inside the stadium easing the police services transition. With regard to fire services, the new vendor does not have experience working in this venue and SMG is still working out contract terms. As such, SMG believes that it is in the best interest of the community to continue to procure emergency medical services from Glendale through the Final Four which will also support an appropriately executed transition plan.

Glendale staff will still remain engaged with SMG as a valued partner, the city will continue to provide traffic management services in accordance with our contracts, and will remain engaged in the planning for all major national events taking place in our community now and into the future.

### **Previous Related Council Action**

On September 27, 2016 City Council authorized the City Manager to enter into Amendment No. 2 Agreement for Services for city contracts numbered 8672 and 8832 allowing for month-to-month extensions through January 31, 2017.

On June 28, 2016 City Council authorized the City Manager to enter into Amendment No. 1 Agreement for Services for city contracts numbered 8672 and 8832 to assign and transfer rights and obligations to SMG for the provision of public safety services and extend the term of the contracts to September 30, 2016.

On October 22, 2013 City Council authorized the City Manager to enter into an agreement with Global Spectrum, L.P. for emergency medical services and fire inspection/prevention services at the University of Phoenix Stadium.

### **Community Benefit/Public Involvement**

The University of Phoenix stadium programs on average over 120 events annually, attracts on average over one million visitors, and consistently ranks among the busiest of the NFL stadiums. In addition to being the home of the Arizona Cardinals, the University of Phoenix Stadium has brought international exposure to the City of Glendale as a result of hosting large-scale national events including Super Bowl XLII, Super Bowl XLIX, 2015 Pro Bowl, two BCS college football championships, the 2016 College Football Playoff, the annual Fiesta Bowl, major concerts, and will be the host for the 2017 NCAA Men's Final Four college basketball tournament. Working in partnership with the AZSTA, the Arizona Cardinals, and SMG supports local, regional, and state objectives which are all aligned to enhance the economy, attract visitors, and increase commerce in an effort to improve the quality of life for all Arizonans.

**Budget and Financial Impacts**

A budget allocation for stadium event staffing associated with these contracts and other obligations was a part of the FY2017 Final Budget Adoption. No additional allocation for the extension of this contract is required.

AMENDMENT NO. 3  
AGREEMENT FOR SERVICES

This Amendment No. 3 (the "Amendment") to the Agreement for Services dated October 22, 2013 and labeled Contract C-8672 by the City of Glendale City Clerk (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation (the "City") and SMG, a Pennsylvania general partnership ("SMG").

RECITALS

- A. City and SMG ("Contractor") previously entered into the Amendment to Agreement for Services, Contract No. C-8672-1 dated June 28, 2016 ("the Amendment") to extend services through September 30, 2016;
- B. City and SMG subsequently entered into Amendment No. 2 to the Agreement because negotiations regarding a new agreement would not be concluded by September 30, 2016, and Amendment No. 2 allowed for a month-to-month extension of services through January 31, 2017; and,
- C. After conducting due diligence, SMG has made the decision to secure EMS services through a private provider, but has requested an extension of service through April 7, 2017 in order to ensure continuity of service through the NCAA Men's Final Four; and,
- C. City and SMG wish to amend the Agreement by extending its term in accordance with the provisions of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and SMG 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 for Services (C-8672) (the "Agreement") will extend through April 7, 2017, with no further extensions unless the Agreement is otherwise terminated or canceled as provided for in Section 5 of the original Agreement for Services (C-8672). This paragraph modifies and supersedes the conflicting provisions of Section 4 (Effective Date, Term, and Termination) of the Agreement, as amended.
- 3. **Ratification of Agreement.** The City and SMG agree that except as expressly provided in this Amendment, the provisions of the Agreement, as amended, remains

in full force and effect and that if any provision of this Amendment conflicts with the Agreement, as amended, then the provisions of this Amendment prevail.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF GLENDALE, an Arizona  
municipal corporation

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Kevin R. Phelps, City Manager

ATTEST:

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Julie Bower, City Clerk (SEAL)

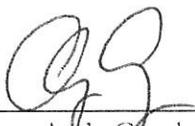
APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

SMG:

SMG, a Pennsylvania general partnership



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Name: Andy Gorchov  
Title: General Manager



## Legislation Description

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**File #: 17-004, Version: 1**

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### **RESOLUTION NO. R17-02**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF SUBRECIPIENT AGREEMENT (NUMBER 150803-03) AND AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF FFY 2015 HOMELAND SECURITY GRANT PROGRAM AWARD REALLOCATION FROM THE STATE OF ARIZONA DEPARTMENT OF HOMELAND SECURITY, IN THE APPROXIMATE AMOUNT OF \$22,500, TO ASSIST WITH THE URBAN AREA SECURITY INITIATIVE ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.**

Staff Contact: Rick St. John, Police Chief

### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into agreement number 150808-03 with the State of Arizona Department of Homeland Security (AZDOHS) and accept the Federal Fiscal Year (FFY) 2015 Homeland Security Grant Program Award Reallocation in the approximate amount of \$22,500 on behalf of the Glendale Police Department.

### **Background**

Since 2001, the City of Glendale has been able to utilize grant funds to enhance emergency management and first responder preparedness. For over ten (10) years the City has been accepting funds from the State of Arizona Homeland Security Grant Program. The funds have been used to purchase safety equipment to protect first responders, specialized equipment for technical operations, equipment to enhance communication efforts, participation in preparedness training, and to enhance prevention and intervention programs.

In October 2015, the Glendale Police Department was awarded FFY 2015 Homeland Security Grant Program funding in the approximate amount of \$105,946. At the end of the 2015 grant performance period, when agencies returned the unused portion of awarded funds, those funds became available for reallocation. The Police Department submitted an application to the AZDOHS for consideration of unspent funds for a project titled "Glendale Police 2015 UASI Re-Allocation Portable Digital X-Ray." The Police Department was notified the application was awarded in the amount of \$22,500 and the project would be funded under the Urban Area Security Initiative. The Police Department plans to use this award to purchase equipment that will assist with the Rapid Response Team (RRT) and sustain the current capability, allowing the RRT to continue to achieve readiness levels with up-to-date technology and tools to complete necessary missions.

### **Analysis**

The grant performance period for the reallocated funds is January 1, 2017 through September 30, 2017. If

Council approves the requested action, the awarded funds will be used to purchase a portable digital X-Ray processor necessary for the operation and effectiveness of the law enforcement component of the RRT. The portable digital X-Ray processor will be used by the explosive ordnance disposal technicians to conduct diagnosis and render safe procedures on the detonation and circuitry systems found in improvised explosive devices. Staff is requesting Council adopt the proposed resolution authorizing the City Manager to enter into agreement number 150808-03 with the AZDOHS and to accept the FFY 2015 Homeland Security Grant Program Award Reallocation on behalf of the Glendale Police Department.

### **Previous Related Council Action**

On April 26, 2016, City Council adopted a resolution (No. 5089 New Series) authorizing the City Manager to accept the FFY 2014 Homeland Security Grant Program Award Reallocation on behalf of the Glendale Police Department in the approximate amount of \$11,650 and enter into agreement number 140803-03 with AZDOHS.

On October 13, 2015, City Council adopted a resolution (No. 5028 New Series) authorizing the City Manager to accept the FFY 2015 Homeland Security Grant Program Award on behalf of the Glendale Police Department in the approximate amount of \$5,946 and enter into agreement number 150808-01 with AZDOHS.

On October 13, 2015, City Council adopted a resolution (No. 5029 New Series) authorizing the City Manager to accept the FFY 2015 Homeland Security Grant Program Award on behalf of the Glendale Police Department in the approximate amount of \$100,000 and enter into agreement number 150808-02 with AZDOHS.

### **Budget and Financial Impacts**

There is no financial match required for this award. A specific project account will be established in Fund 1840, the city's grant fund, once the agreement is fully executed.

RESOLUTION NO. R17-02

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF SUBRECIPIENT AGREEMENT (NUMBER 150803-03) AND AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF FFY 2015 HOMELAND SECURITY GRANT PROGRAM AWARD REALLOCATION FROM THE STATE OF ARIZONA DEPARTMENT OF HOMELAND SECURITY, IN THE APPROXIMATE AMOUNT OF \$22,500, TO ASSIST WITH THE URBAN AREA SECURITY INITIATIVE ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

WHEREAS, the City of Glendale Police Department previously submitted applications to the Arizona Department of Homeland Security (AZDOHS) under the Urban Area Security Initiative (UASI) and received grant funding in the amount of \$5,946 (Agreement Number 150808-01) for the Terrorism Liaison Officer (TLO) Sustainment Project, and \$100,000 (Agreement Number 150808-02) for the Rapid Response Team (RRT) Sustainment Project; and

WHEREAS, the original grants were accepted by the Glendale City Council on October 13, 2015, and the expenditure of the grant funds was authorized pursuant to Resolution No. 5028 and Resolution No. 5029 New Series; and

WHEREAS, the City of Glendale Police Department submitted an application for reallocated grant funding in December 2016; and

WHEREAS, in December 2016, AZDOHS awarded the City of Glendale Police Department reallocated grant funding.

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

SECTION 1. That the City Council of the City of Glendale accepts the FFY 2015 Homeland Security Grant Program Award Reallocation (Subrecipient Agreement Number 150803-03) for the project entitled, "Glendale Police 2015 UASI Re-Allocation Portable Digital X-Ray" funded under the 2015 Urban Area Security Initiative, in the approximate amount of \$22,500, on behalf of the Glendale Police Department.

SECTION 2. That the City Council of the City of Glendale authorizes the expenditure of said grant funds for the Phoenix UASI RRT Glendale Police Department project, as more fully set forth in the application for reallocated FFY 2015 Homeland Security Grant Program Award funds.

SECTION 3. That the City Manager or designee and the City Clerk be authorized and directed 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 24th day of January, 2017.

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Mayor Jerry P. Weiers

ATTEST:

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Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

REVIEWED BY:

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Kevin R. Phelps, City Manager



# State of Arizona Department of Homeland Security



Governor Douglas A. Ducey

Director Gilbert M. Orrantia

December 27, 2016

Rick St. John, Chief of Police  
Glendale Police Department  
6835 N 57<sup>th</sup> Dr  
Glendale, AZ 85301-3218

Subject: FFY 2015 Homeland Security Grant Program Award – REALLOCATION  
Subrecipient Agreement Number: **150808-03**  
Project Title: **Glendale Police 2015 UASI Re-Allocation Portable Digital X-Ray**

Dear Chief St. John,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Glendale Police 2015 UASI Re-Allocation Portable Digital X-Ray**" has been fully funded under the 2015 Urban Area Security Initiative Grant Program for **\$22,500**. The grant performance period is **January 1, 2017 to September 30, 2017**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

#### **To access your award documentation:**

- Log-in to [azdohsgrants.az.gov/user](http://azdohsgrants.az.gov/user). A username/password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance.

#### **To initiate the award process:**

The following action items must be downloaded, completed, signed and returned to AZDOHS:

1. Project Administration Page - Print and sign one original.
2. Two Subrecipient Agreements – Print and sign two original Subrecipient Agreements
3. NIMS Compliance Certification – Complete and sign one original certification.
4. Environmental and Historic Preservation (EHP) required documentation, if applicable.

Hard copies of the Project Administration Page, Subrecipient Agreement, NIMS Compliance Certification and EHP letter will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable), above is not signed and received by AZDOHS on or before April 30, 2017, this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Reimbursements are limited to approved quantities and funding thresholds.
- If your project requires an Environmental and Historic Preservation (EHP) review; this must be completed submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, and the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide.
- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.
- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under

consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.

- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
  - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
  - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements available on the AZDOHS website.
- Per 2 CFR 200 Subpart F, Subrecipients who expend \$750,000 or more in Federal dollars in the previous fiscal year and subsequent years within the period of performance are required to submit an electronic copy of their annual Single Audit (formerly known as OMB Circular A-133 Audits of States, Local Governments and Nonprofit Organizations). Subrecipients shall submit their annual Single Audit to [audits@azdohs.gov](mailto:audits@azdohs.gov) within 9 months after the close of the fiscal year. If a Subrecipient does not expend more than \$750,000 a statement must be submitted in writing to [audits@azdohs.gov](mailto:audits@azdohs.gov) identifying that they did not meet the threshold and therefore do not have to conduct a Single Audit. The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the Single Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- The FFY 2015 federal award date as indicated in the U.S. DHS award package is 8/10/2015 with a total amount of funding of \$21,768,000. The Federal Award Identification Number is EMW-2015-SS-00084-S01.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia  
Director

Cc: Brad Harkleroad

## Project Administration Page

Grant #: 150808-03

Subrecipient: **Glendale Police Department**

Project Title: **Glendale Police 2015 UASI Re-Allocation Portable Digital X-Ray**

Grant Program: **Urban Area Security Initiative**

1. Unit of Government: **Glendale Police Department**

Point of Contact: **Brad Harkleroad**

Subrecipient Address:

Street: **6835 N. 57th Drive**

City/State/Zip: **Glendale, AZ 85301-3218**

Head of Agency: **Rick St. John**

Authorized individual has delegated authority to make application on behalf of the agency.

Phone #: **(623) 930-3059**

E-mail Address: [rstjohn@glendaleaz.com](mailto:rstjohn@glendaleaz.com)

2. Organizational Type: **Local Government / Municipality**

3. Region or Entity: **Phoenix UASI**

4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities**

5. Total Dollar Amount Requested: **\$22,500** Total Dollar Amount Awarded: **\$22,500**

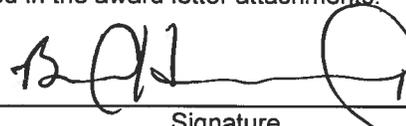
### APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subrecipient Agreement. The signatures indicate the subrecipient agrees to the additional grant requirements outlined in the award letter. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Subrecipient Project Point of Contact:

Brad Harkleroad

Print Name

 12.3.2017

Signature

Date

AZDOHS Staff:

Nicole Schwegler

Print Name

Signature

Date

**This form is to be signed and returned.**



Governor Douglas A. Ducey

# State of Arizona Department of Homeland Security State Homeland Security Program



Director Gilbert M. Orrantia

## Equipment - Budget Detail Worksheet

Glendale Police Department

150808-03

AEI #	Item Description	Qty Requested	Total Requested	Qty Approved	Total Approved
02EX-01-XRAP	Portable Digital X-Ray Processor	1	\$22,500	1	\$22,500
<b>TOTAL:</b>			<b>\$22,500</b>		<b>\$22,500</b>

Displaying 1 - 1 of 1 Equipment Items



Governor Douglas A. Ducey

**State of Arizona**  
**Department of Homeland Security**  
**State Homeland Security Program**



Director Gilbert M. Orranitia

## SUBRECIPIENT AGREEMENT - REALLOCATION

15-AZDOHS-HSGP-150808-03

Between

The Arizona Department of Homeland Security

And

Glendale Police Department

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

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Glendale Police Department** (subrecipient) for services under the terms of this Subrecipient Agreement.

### **I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

### **II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **January 1, 2017** and shall terminate on **September 30, 2017**. The obligations of the subrecipient as described herein will survive termination of this agreement.

### **III. DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "**Glendale Police 2015 UASI Re-Allocation Portable Digital X-Ray**" and funded at **\$22,500** (as may have been modified by the award letter).

### **IV. MANNER OF FINANCING**

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2015-SS-00084-S01 and CFDA #97.067:

- a. Provide up to **\$22,500** to the subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at [www.azdohs.gov](http://www.azdohs.gov). Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

**V. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

**VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING**

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the subrecipient expends more than \$750,000 from Federal awards. If the subrecipient has expended more than \$750,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipient's fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

**VII. APPLICABLE FEDERAL REGULATIONS**

The subrecipient must comply with the Notice of Funding Opportunity (NOFO) Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Included within the above mentioned guidance documents are provisions for the following:

**National Incident Management System (NIMS)**

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Notice of Funding Opportunity (NOFO).

**Environmental Planning and Historic Preservation**

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

**Consultants/Trainers/Training Providers**

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

**Contractors/Subcontractors**

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in 2 CFR 200 and the NOFO. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which, in the opinion of the subrecipient, may result in litigation related in any way to the Agreement with the AZDOHS.

**Personnel and Travel Costs**

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://qao.az.gov>.

### **Procurement**

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: [www.azdohs.gov/grants/](http://www.azdohs.gov/grants/).

### **Training and Exercise**

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests.
- b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Division of Emergency Management (ADEM) Exercise Branch.

### **Nonsupplanting Agreement**

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

### **E-Verify**

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

## Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property and Capital Assets:
  1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
  2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/). The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
  1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
  2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/).

## Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

#### VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

#### IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

#### X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

##### a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/). If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

##### b) Quarterly Programmatic Reports are due:

**January 15** (for the period from October 1– December 31)

**April 15** (for the period from January 1 – March 31)

**July 15** (for the period from April 1 – June 30)

**October 15** (for the period from July 1 – September 30)

##### c) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipients may submit a final quarterly report prior to the end of the

performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:

The subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

e) Financial Reimbursements

**The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement.** Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

**XI. ASSIGNMENT AND DELEGATION**

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

**XII. AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

### **XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES**

#### **Article A – Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

#### **Article B - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

#### **Article C - DHS Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree—and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

#### **Article D - Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article E - USA Patriot Act of 2001**

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

#### **Article F - Trafficking Victims Protection Act of 2000**

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

#### **Article G - Non-supplanting Requirement**

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

#### **Article H - Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

#### **Article I - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

#### **Article J - Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative

guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

**Article K - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

**Article L - False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

**Article M - Duplication of Benefits**

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

**Article N - Drug-Free Workplace Regulations**

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

**Article O - Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

**Article P - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:[http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

**Article Q - Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article R - Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**Article S - Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be

applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award recipients originate from 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 CFR Part 3002.

**Article T - Age Discrimination Act of 1975**

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

**Article U - Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

**Article V - Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Article W- Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

**Article X - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance

<https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### **Article Y - SAFECOM**

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article Z - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

#### **Article AA - Rehabilitation Act of 1973**

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

#### **Article AB - Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

#### **Article AC - Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR § 401.14.

#### **Article AD- Procurement of Recovered Materials**

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **Article AE - Contract Provisions for Non-federal Entity Contracts under Federal Awards**

a) Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908,

must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b) Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**Article AF - Terrorist Financing E.O. 13224**

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

**Article AG - Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

**XV. AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

**XVI. RIGHT TO ASSURANCE**

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

**XVII. CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

**XVIII. THIRD PARTY ANTITRUST VIOLATIONS**

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

**XIX. AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate

this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

**XX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

**XXI. PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**XXII. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

**XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIV. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXV. RESTRICTIONS ON LOBBYING**

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

**XXVI. LICENSING**

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXVII. NON-DISCRIMINATION**

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

**XXVIII. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXIX. SEVERABILITY**

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

**XXX. ADVERTISING AND PROMOTION OF AGREEMENT**

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

**XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

**XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

### **XXXIII. INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, 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 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 Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") 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 the 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 Workers' 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 negligent or willful acts or omissions of the Indemnitee, 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. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

### **XXXIV. TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

### **XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**XXXVI. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXVII. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

**XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

**XXXIX. SPECIAL CONDITIONS**

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

**XL. NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1700 West Washington Street, Suite 210  
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

The AZDOHS shall address all notices relative to this Agreement to:

Police Chief Rick St. John  
Enter Title, First & Last Name Above  
CITY of Glendale Police Department  
Enter Agency Name Above  
6835 N. 5TH AVE  
Enter Street Address Above  
Glendale AZ 85301  
Enter City, State, ZIP Above

**XLI. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

CITY of Glendale

Enter Agency Name Above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

Authorized Signature Above

Kevin R. Phillips City Manager

Print Name & Title Above

Gilbert M. Orrantia

Director

Enter Date Above

Date

*(Complete and mail two original documents to the Arizona Department of Homeland Security.)*

# NIMS Compliance Certification

## Subrecipient Information

**Subrecipient Agreement Number:** 150808-03

**Agency:** City of Glendale Police Department

*Please complete this form, sign and return to AZDOHS with award packet materials.*

1.a. Select your jurisdiction type:

- Tribal Nation    
  County/Parish/Township/Borough    
  City/Urban Area    
  Other:

If you marked other, please explain:

1.b. If all components of your jurisdiction are not accounted for, please explain:

2. Has your jurisdiction formally adopted and/or maintained adoption of the National Incident Management System as your all-hazards incident management system for Fiscal Year (FY) 2016?

- Yes      No

3. Has your jurisdiction reviewed and revised the following types of plans to incorporate NIMS components, principles, and policies?

- |                               |   |                             |                 |   |                             |
|-------------------------------|---|-----------------------------|-----------------|---|-----------------------------|
| Emergency Operations Plans    | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Mitigation Plan | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Standard Operating Procedures | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Training Plan   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Standard Operation Guidelines | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Continuity Plan | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| All Hazard Plan               | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |                 |   |                             |

4. Has your jurisdiction established (and/or have in development) the following types of mutual aid agreements, compacts, and/or assistance agreements?

- | <u>Intrastate Agreements</u>  | <u>Interagency and Interstate Agreements</u>                        |
|---|---|
| Throughout the State/Territory?                                     | Throughout the jurisdiction?  |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| That include the Private Sector?                                    | That include the Private Sector?                                    |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| That include NGOs?  | That include NGOs?  |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| That include Tribal Nations?  | That include Tribal Nations?  |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

5.a. Have NIMS concepts and principles been incorporated into appropriate training within your jurisdiction?

- Yes, all appropriate training    
  Yes, some appropriate training    
  No

5.b. If yes, which of the following has been incorporated?

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Interoperable and Compatible Communications, Technology, and Information Management | <input checked="" type="checkbox"/> Incident Command System         |
| <input checked="" type="checkbox"/> Resource Management, Typing, and Credentialing                                      | <input checked="" type="checkbox"/> Multiagency Coordination System |
| <input checked="" type="checkbox"/> Mutual Aid or Assistance Agreements   | <input checked="" type="checkbox"/> Public Information              |

6. Has your jurisdiction implemented a training program to ensure that the appropriate emergency/incident response personnel, as identified in the NIMS Training Program, receive NIMS training in accordance with their incident management responsibilities?

- Yes      No

7. Which, if any, of the following are priorities for your jurisdiction to incorporate into training in the coming year? Please choose up to three options from the list below.

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Interoperable and Compatible Communications, Technology, and Information Management | <input type="checkbox"/> Incident Command System                    |
| <input type="checkbox"/> Resource Management, Typing, and Credentialing   | <input checked="" type="checkbox"/> Multiagency Coordination System |
| <input type="checkbox"/> Mutual Aid or Assistance Agreements  | <input checked="" type="checkbox"/> Public Information              |

Other (please specify):

# NIMS Compliance Certification

8.a. Have NIMS concepts and principles been incorporated into appropriate exercises within your jurisdiction?  
 Yes, all appropriate exercises     Yes, some appropriate exercises     No

8.b. If yes, which of the following has been incorporated?  
 Interoperable and Compatible Communications, Technology, and Information Management     Incident Command System  
 Resource Management, Typing, and Credentialing     Multiagency Coordination System  
 Mutual Aid or Assistance Agreements     Public Information

9. Which, if any, of the following are priorities for your jurisdiction to incorporate into exercises in the coming year? Please choose up to three options from the list below.  
 Interoperable and Compatible Communications, Technology, and Information Management     Incident Command System  
 Resource Management, Typing, and Credentialing     Multiagency Coordination System  
 Mutual Aid or Assistance Agreements     Public Information  
 Other (please specify):

10. Does your jurisdiction maintain an inventory of its response resources and assets?     Yes     No

11. Does your jurisdiction use an interoperable tool, such as the Incident Resource Inventory System (IRIS), to inventory response resources and assets?     Yes     No

12. Has your jurisdiction typed and inventoried your response resources and assets consistently with available national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at <http://www.fema.gov/resource-management?>     Yes     No

13. Does your jurisdiction have a process to determine availability of response resources and assets in accordance with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at <http://www.fema.gov/resource-management?>     Yes     No

14. What priorities has your jurisdiction identified to enhance your implementation of NIMS in the coming year? Please check up to three.  
 Incorporate NIMS concepts and principles into existing plans and/or planning efforts.  
 Update training to ensure all applicable NIMS concepts and principles are incorporated.  
 Incorporate additional NIMS concepts and principles into exercises.  
 Make communication and information management practices consistent with NIMS.  
 Increase efforts to inventory all response assets consistently with available NIMS national resource typing definitions  
 Increase adoption of the Incident Command System.     Increase adoption of Multiagency Coordination Systems  
 Make public information practices consistent with NIMS.  
 Other (please specify):

15. Does your jurisdiction have an access and re-entry plan in order to control the flow of resources and personnel into the area of an incident?     Yes     No

16. Please list any tools, training, guidance, or support that would be helpful in further enhancing your jurisdiction's implementation of NIMS:

Authorized Signature



Print Name and Title

Mark Hubler, Emergency Manager

Date

12/29/2016



Governor Douglas A. Ducey

# State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

FFY 2016 - REALLOCATION

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or [mstidham@azdohs.gov](mailto:mstidham@azdohs.gov) with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.



## Legislation Description

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**File #:** 17-006, **Version:** 1

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### **RESOLUTION NO. R17-03**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO CHANGE ORDER NO. 2 FOR AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-90-X131 RELATING TO TRANSIT SERVICES.**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Contract Change Order No. 2 to an Intergovernmental Agreement (IGA) with the City of Phoenix, Contract No. C-9330, to extend the term to December 31, 2018.

### **Background**

In 2014, the City of Glendale secured Federal Transit Administration (FTA) Grant Number AZ-90-X131 for preventive maintenance of the city's transit fleet. The total amount for preventive maintenance was \$267,116 including \$213,693 in federal funds with a required local match of \$53,423. All of the preventative maintenance federal funds are still available for reimbursement and it is anticipated that expenditures from the current fiscal year will be submitted for reimbursement under this grant for preventative maintenance of the city's Dial-A-Ride and GUS fleet.

In 2015, the City of Glendale requested federal funds to offset 50 percent of the costs of operating transit service on 59<sup>th</sup> Avenue (Route 59) and on Bethany Home Road (Route 60) through a regional competitive process for Job Access Reverse Commute (JARC) Program funding. The federal award was for 38-percent of the operating funding and was added to the AZ-90-X131 grant through Change Order No. 1. To date, all of the operating assistance grant funds for Route 59 & 60 awarded through this IGA have been expended and the city has received reimbursement in the amount of \$336,391.

The term of the IGA is currently effective through February 3, 2017.

### **Analysis**

The City of Phoenix is the designated recipient for all FTA funds in the region. This Change Order No. 2 with Phoenix will extend the term of this Grant Pass-Through Agreement until December 31, 2018. Eligible expenses for preventative maintenance are allocated to and reimbursed off of the oldest FTA grant Transit has open. When funding under the grant is exhausted, staff moves to the next oldest grant, based on award date. Sometimes it can take up to two years of expenditures to close out a grant depending on the award

amount of the grant and actual expenses and often times there are multiple grants open with funding for similar or the same projects. The Transit division is currently in the process of requesting reimbursement of preventative maintenance expenses under two earlier Grant Agreements.

Change Order No. 2 will allow the city to request reimbursement of expenses in the amount of \$213,693 for preventative maintenance in Fiscal Years 2016-17 and 2017-18.

**Previous Related Council Action**

On October 28, 2014, Council authorized entering into an IGA with the City of Phoenix, Contract No. C-9330, for the acceptance of grant funds for transit services under Grant No. AZ-90-X131.

On November 10, 2015 Council authorized entering into Change Order No. 1 to an IGA with the City of Phoenix, Contract No. C-9330-1, for the acceptance of additional grant funds for transit services under Grant No. AZ-90-X131.

**Community Benefit/Public Involvement**

Transit services and programs provide a benefit to Glendale residents and visitors. The remaining grant funds in this IGA will promote the continuation of quality and reliable services and provide reimbursement for preventative maintenance expenses on our Dial-A-Ride and Gus fleet of buses.

**Budget and Financial Impacts**

There are no budget impacts as a result of this Change Order.

RESOLUTION NO. R17-03

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO CHANGE ORDER NO. 2 FOR AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-90-X131 RELATING TO TRANSIT SERVICES.

WHEREAS, the City of Glendale entered into an Intergovernmental Agreement with the City of Phoenix for a Grant Pass-through Agreement (AZ-90-X131) relating to transit services on October 28, 2014 (C-9330); and

WHEREAS, the City of Glendale and the City of Phoenix wish to extend the term of the original agreement until December 31, 2018.

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 Change Order No. 2 to the Intergovernmental Agreement (Grant Pass-through Agreement) with the City of Phoenix for Grant No. AZ-90-X131 for transit 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 City Manager or designee 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 24th day of January, 2017.

\_\_\_\_\_  
Mayor Jerry P. Weiers

ATTEST:

\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

REVIEWED BY:

\_\_\_\_\_  
Kevin R. Phelps, City Manager

CITY OF PHOENIX  
PUBLIC TRANSIT DEPARTMENT  
**CONTRACT CHANGE ORDER**

Change Order No.  
**2**

Contract No.  
**139678**

Issued to: (Name of Contractor or Consultant)  
**CITY OF GLENDALE**

Date  
**12/01/16**

Project Description: **GRANT PASS-THROUGH AGREEMENT AZ-90-X131**

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.)

This Contract Change Order will extend the term of this Grant Pass-Through Agreement until December 31, 2018.

All other terms and conditions will remain the same.

Council Approval May 28, 2014  
RCA #72709  
Ordinance S-40886

**ACCEPTANCE**

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.

FIRM: **CITY OF GLENDALE**

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ENDORSEMENTS**

REQUESTED BY:

*Stephanie Child*

Stephanie Child, Budget Analyst II

DATE

*12/5/16*

RECOMMENDED BY:

*Kim Hayden*

Kim Hayden, Contract Specialist II - Ld.

DATE

*3/1/16*

PTD FISCAL SECTION REVIEW:

*X KL*

Kenneth Kessler, Deputy Public Transit Director

DATE

*12/5/16*

CHECKED AS TO AVAILABILITY OF FUNDS BY:

N/A

Budget and Research Department

DATE

APPROVED FOR THE CITY MANAGER BY:

Maria Hyatt - Public Transit Director / Ted Mariscal

DATE



## Legislation Description

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**File #:** 17-017, **Version:** 1

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### **RESOLUTION NO. R17-04**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE GLENDALE CITY COUNCIL "COUNCIL MEETING RULES AND PROCEDURES" TO INCLUDE THE ORDER OF BUSINESS AND ADDING A ROLL CALL AFTER THE CALL TO ORDER.**

Staff Contact: Julie K. Bower, City Clerk

### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution amending Section 3 of the Council Meeting Rules and procedures to include a Roll Call after the Call to Order at the beginning of regular Council voting meetings.

### **Background**

The City of Glendale is dedicated to maintaining decorum at all meetings to allow the orderly conduct of the meeting and to provide individuals in attendance a fair opportunity to provide input at voting meetings to the Council and City administration. In order to achieve this goal, Council has adopted Council Meeting Rules and Procedures.

Council Meeting Rules and Procedures, Section 3 - Order of Business, provides for the order of business at regular voting meetings of the Council. The current Order of Business is as follows:

- Call to Order
- Posting of Colors
- Pledge of Allegiance
- Prayer/Invocation
- Citizen Comments
- Approval of Minutes
- Boards and Commissions
- Proclamations and Awards
- Consent Agenda
- Consent Resolutions
- Public Hearing - Land Development Actions
- Land Development Actions
- Bids and Contracts
- Public Hearing- Ordinances
- Ordinances

- Public Hearing- Resolutions
- Resolutions
- New Business
- Request for Future Workshop and Executive Session
- Council Comments and Suggestions
- Adjournment

### **Analysis**

In order to include the Roll Call in the Order of Business at all voting meetings, the Council meeting Rules and Procedures would need to be modified through the adoption of a resolution at a regular Council voting meeting. The Roll Call would traditionally occur between the Call to Order and the Posting of Colors. A Roll Call will also be added to the workshop agenda, however, changes to the workshop agenda do not require a resolution.

### **Previous Related Council Action**

At its April 14, 2015 regular voting meeting, Council approved Resolution No. 4942 New Series, which amended the Council Meeting Rules and Procedures to include the Posting of Colors.

On January 28, 2014, Council approved Resolution No. 4767 New Series, amending the Council Meeting Rules and Procedures to more accurately reflect the order of the agenda and to change the amount of time afforded to each individual speaker during Citizen Comments from five minutes to three.

On September 10, 2013, Council approved Resolution 4721 New Series, amending the Council Meeting Rules and Procedures to include the Prayer/Invocation Guidelines.

On July 8, 1997, Council approved Resolution 3136 New Series, adopting the Council Meeting Rules and Procedures.

## RESOLUTION NO. R17-04

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE GLENDALE CITY COUNCIL "COUNCIL MEETING RULES AND PROCEDURES" TO INCLUDE THE ORDER OF BUSINESS AND ADDING A ROLL CALL AFTER THE CALL TO ORDER.

WHEREAS, the Mayor and the City Council adopted the Glendale City Council "Council Meeting Rules and Procedures" by Resolution No. 3136 New Series on July 8, 1997; and

WHEREAS, the Mayor and City Council adopted an amendment to the Glendale City Council "Council Meeting Rules and Procedures" by Resolution No. 4721 New Series on September 10, 2013; and

WHEREAS, the Mayor and City Council adopted an amendment to the Glendale City Council "Council Meeting Rules and Procedures" by Resolution No. 4767 New Series on January 28, 2014; and

WHEREAS, the Mayor and City Council adopted an amendment to the Glendale City Council "Council Meeting Rules and Procedures" by Resolution No. 4942 New Series on April 14, 2015; and

WHEREAS, the Council of the City of Glendale wishes to ensure that order and decorum at all meetings of the Council be preserved to allow the orderly conduct of the business of the meetings and to provide all persons in attendance a fair opportunity to provide input to the Council and to City administration.

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

SECTION 1. That Section 3.1 of the document known as the "Council Meeting Rules and Procedures," is hereby amended as follows:

- Call to Order
- **ROLL CALL**
- Posting of Colors
- Pledge of Allegiance
- Prayer/Invocation
- Citizen Comments
- Approval of Minutes
- Boards and Commissions
- Proclamations and Awards
- Consent Agenda

- Consent Resolutions
- Public Hearing - Land Development Actions
- Land Development Actions
- Bids and Contracts
- Public Hearing - Ordinances
- Ordinances
- Public Hearing - Resolutions
- Resolutions
- New Business
- Request for Future Workshop and Executive Session
- Council Comments and Suggestions
- Adjournment

SECTION 2. That the certain document known as the Glendale City Council “Council Meeting Rules and Procedures,” is hereby adopted and made a part of hereof as it is fully set forth in this resolution.

SECTION 3. That three (3) copies of said documents are on file in the office of the City Clerk of the City of Glendale, Arizona.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 24th day of January, 2017.

\_\_\_\_\_  
Mayor Jerry P. Weiers

ATTEST:

\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

REVIEWED BY:

\_\_\_\_\_  
Kevin R. Phelps, City Manager



## Legislation Description

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**File #:** 17-003, **Version:** 1

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### **RESOLUTION NO. R17-05**

#### **A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A JOB RETENTION AND ECONOMIC DEVELOPMENT ACTIVITIES AGREEMENT WITH BECHTEL CORPORATION.**

Staff Contact: Brian Friedman, Director, Office of Economic Development

#### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a Job Retention and Economic Development Activities Agreement between the City of Glendale and Bechtel Corporation for the purpose of retaining high-quality jobs.

#### **Background**

The Bechtel Corporation is an international engineering, construction and project management company and Glendale's tenth largest private employer, paying some of the highest wages, plus benefits of any employer in the city. Glendale Economic Development recruited the Bechtel Corporation Business Services Division to Arizona in 2002 and the company located in Talavi Corporate Center at that time. Prior to the lease expiring at Talavi Corporate Center in April, 2012 Bechtel indicated it was evaluating options, including relocating its Glendale operation to Maryland, Tennessee or Texas. Options for remaining in Arizona included renewing the lease in Talavi Corporate Center or moving to the Glendale Corporate Center. Bechtel chose to remain in Glendale and relocated the facility to the Glendale Corporate Center, located at 5323 North 99<sup>th</sup> Avenue. The current lease will expire in April 2018. Bechtel is examining facility options and have engaged a site selection consultant to conduct a search for locations both inside and outside of Glendale.

This agreement will retain the Bechtel Corporation Business Services Division in Glendale at Glendale Corporate Center through 2028.

#### **Analysis**

An economic impact analysis of the project was conducted by Applied Economics. Based on the parameters provided by the Company it was estimated the project would result in \$2.19 million in new direct revenue to the city over the next ten years. In addition to the direct revenue, the project would generate \$781,000 in indirect revenue through the other local businesses and their employees that are supported by the company's investment. This results in a 4.5 to 1 return on investment to the city over ten years.

The development agreement will ensure the long term future of retaining Bechtel Corporation in Glendale. The company provides a number of high wage jobs for Glendale residents and is the type of base employer

the city seeks to attract as part of its economic development efforts.

### **Previous Related Council Action**

On May 24, 2011 Council approved Development Agreement C-7693 with Bechtel Corporation when the company relocated to Glendale Corporate Center in Glendale.

On April 24, 2001 Council approved Development Agreement C-4269 with Bechtel Corporation when the company located to the Talavi Business Park in Glendale.

### **Community Benefit/Public Involvement**

Bechtel Corporation is very involved in the local community. The company has sustained active membership with the Glendale Chamber of Commerce for more than 12 years. They support STEM (science, technology, engineering and math) programs including a corporate sponsorship of FIRST (For Inspiration and Recognition of Science and Technology) Robotics; Bechtel has provided local team sponsorship of the team from Cactus High School for the last five years. The company partners with Junior Achievement to provide financial literacy, entrepreneurship and work readiness programs to local Glendale schools, which impacted 550 students in 2016. Bechtel has supported Isaac A. Imes Elementary School through two book drives providing 6,000 books and \$4,500 in donations; employees and their families also participated in a work day event to improve areas of need within the school grounds. They are also a contributing sponsor to the Glendale Youth Sports league, the City of Glendale Police Department Annual Awards Dinner, and other local activities.

Bechtel's presence in the community also results in more than 500 visitors per year who attend meetings at the company's Glendale office and stay in Glendale hotels, eat at Glendale restaurants and shop at Tanger Outlet mall during their visit.

Bechtel hires off-duty police officers from the City of Glendale to assist with their office security program, averaging a little more than 30 hours per week. This agreement was initiated by Bechtel with Glendale PD in January 2016 and has found to be very well-received by their employees from both a safety and community relations perspective.

As a benefit to the City, the company has agreed to allow the use of its parking lot if the city is hosting a mega event or dual event. A mega event is a Super Bowl, a Fiesta Bowl, any other college bowl game, an NCAA Final Four game, a World Cup soccer game, or national political party convention or other similar event. A dual event is when there is both an event at University of Phoenix Stadium expected to draw over 40,000 and an event at Gila River Arena expected to draw over 5,000 on the same calendar day.

### **Budget and Financial Impacts**

The total maximum cost for the business retention incentive is \$487,500, which includes job retention incentive and a waiver of permit fees. The waiver results in the city foregoing up to \$50,000 of development fees in return for the timely completion of the facility and is not a direct expense to the city.

If the Company demonstrates that it employs 250 or more full-time employees, with a minimum of twenty

percent (20%) residing in Glendale, at the Glendale Facility on the third, sixth, and ninth anniversaries of the Term (beginning on the Commencement Date), the Company shall earn the maximum Job Retention Incentive paid by the City (\$145,833.33 per anniversary). If the total number of full-time Eligible Retained Employees employed at the Glendale Facility on the third, sixth or ninth anniversary of the Term is less than 250, but greater than or equal to 200, the Company will receive a proportion of the Job Retention Incentive paid by the City according to the following formula: The number of Eligible Retained Employees multiplied by \$1,750 divided by 3. In the event the Company employs fewer than 200 full-time Eligible Retained Employees on the third, sixth, or ninth anniversaries of the Term, Glendale will not make a Job Retention Incentive payment or payment of any kind to the Company for that particular anniversary period.

If approved by Council, funding in the amount of \$437,500 will be budgeted from the General Fund in future years, with one third of the payment occurring in year three of the agreement (anticipated to be FY20-21), one third occurring in year six (FY23-24) and the final one third in year nine of the deal (FY26-27), providing the company has met the requirements for compensation.

RESOLUTION NO. R17-05

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A JOB RETENTION AND ECONOMIC DEVELOPMENT ACTIVITIES AGREEMENT WITH BECHTEL CORPORATION.

WHEREAS, the Mayor and the City Council authorized and entered into a Job Retention and Economic Development Activities Agreement with Bechtel Corporation by Resolution No. 4483 New Series on May 24, 2011; and

WHEREAS, the Council of the City of Glendale wishes to enter into another Job Retention and Economic Development Activities Agreement with Bechtel Corporation; and

WHEREAS, Bechtel Corporation has provided good and valuable consideration to the City of Glendale in the Job Retention and Economic Development Activities Agreement.

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 its citizens that the City of Glendale enters into a Job Retention and Economic Development Activities Agreement with Bechtel Corporation, and the Agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager and the City Clerk are authorized and directed to execute and deliver such 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 24th day of January, 2017.

\_\_\_\_\_  
Mayor Jerry P. Weiers

ATTEST:

\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

REVIEWED BY:

\_\_\_\_\_  
Kevin R. Phelps, City Manager

**JOB RETENTION AND ECONOMIC DEVELOPMENT ACTIVITIES  
AGREEMENT WITH BECHTEL CORPORATION**

This Job Retention and Economic Development Activities Agreement With Bechtel Corporation (this “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_ 2017, by and between the City of Glendale, an Arizona municipal corporation (the “City”) and Bechtel Corporation, a Nevada corporation authorized to do business in Arizona (“the Company”). The Company and the City are sometimes referred to collectively as the “Parties” or individually as a “Party.”

**RECITALS**

- A. WHEREAS, the Company is an international engineering, construction, and project management company. The Glendale, Arizona office operates Bechtel’s Business Services divisions including accounting, finance, human resources, payroll, IT, and, management positions; and
  
- B. WHEREAS, the Company has been researching potential sites that will accommodate its immediate and long-term needs; and
  
- C. WHEREAS, the Company identified various sites that will accommodate its business needs, including its current 104,914-square foot facility that is located at Glendale Corporate Center, 5323 North 99<sup>th</sup> Avenue, Glendale, Arizona (the “Glendale Facility”); and
  
- D. WHEREAS, retention of the Company’s operations in the Glendale Facility would involve investment of Five Hundred Thousand Dollars (\$500,000) in leasehold improvements, furniture, equipment, and other personal property to be located at the Glendale Facility; and
  
- E. WHEREAS, City recognizes that the retention and on-going operations of the Company within the City with its resulting investment and retention of at least 250 jobs will provide significant public benefit to the City and its citizens; and
  
- F. WHEREAS, the Company anticipates that over the course of ten (10) years, its operations will continue to provide at least 250 jobs representing an estimated annual payroll in excess of Twenty-one Million Dollars (\$21,000,000); and
  
- G. WHEREAS, the Parties recognize and agree that the Company’s operations at the Glendale Facility will have significant economic impact on the City, including but not limited to: the quantity and quality of the jobs that will remain in the City as a result of the Company’s operations; tax revenues generated by the Company’s operations, its employees, vendors, service providers; and

H. WHEREAS, Applied Economics, an economic consulting firm based in Phoenix, Arizona, provided an economic modeling tool to the City and verified the economic and fiscal impact analysis of the Company's operation and location at the Glendale Facility; and

I. WHEREAS, the Applied Economics analysis estimates the direct economic benefit to the City over the next ten (10) years from the retention of the Company's operations in Glendale, along with its employees, will be approximately Two Million One Hundred Ninety One Thousand Dollars (\$2,191,000); and

J. WHEREAS, the Applied Economics analysis estimates an additional Seven Hundred Eighty One Thousand Dollars (\$781,427) in indirect revenues that would be generated by the Company through a recirculation of spending in the economy with other local businesses and employees; and

K. WHEREAS, a performance-based job retention and economic development activities program will assist in the generation of tax revenues, the retention of jobs, and will otherwise improve and enhance the economic welfare of the residents of Glendale by increasing the City's assessed property valuation as well as stimulating further economic development in the City. The job retention and economic development incentives agreed to by the City in this Agreement will serve legitimate economic development purposes as authorized by A.R.S. § 9-500.11 and is anticipated to raise more revenue than the amount of the incentive within the duration of the Agreement.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the following promises and mutual covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, it is agreed by the Parties as follows:

1. Adoption of Recitals; Replacement of Previous Agreement. The accuracy of the above Recitals as of the date of this Agreement is confirmed and all of the above-mentioned Recitals are incorporated and made provisions of this Agreement with the same force and effect as if set forth in the agreement section of this Agreement. In addition, this Agreement cancels, replaces and supersedes that certain Job Retention and Economic Development Activities Agreement with Bechtel Corporation, dated May 24, 2011, executed by the Parties and labeled by the City as Contract C-7693 (the "Previous Agreement"). The Previous Agreement is null and void.

2. Effective Date and Term. The effective date of this Agreement shall be the date this Agreement is approved by the Glendale City Council. This Agreement shall continue for ten (10) years (one hundred twenty (120) months) (the "Term") from the completion of the new tenant improvements described in Exhibit A to this Agreement for the Glendale Facility (the "Commencement Date").

3. Definitions.

- a. "Company" means Bechtel Corporation, its successors and/or approved assignees.
- b. "Eligible Retained Employee" means a person employed by the Company on a full-time basis who earns an annual salary of at least Fifty Thousand Dollars (\$50,000) and is offered comprehensive health insurance through the Company with the Company paying at least fifty percent (50%) of the premium.
- c. "Full-time" means a minimum of thirty (30) hours per week.
- d. "Annual salary" includes all taxable compensation and excludes any non-taxable benefits.

4. Extension of Lease at the Glendale Facility. The Company shall execute a lease by May 31, 2017 for at least 71,000 square feet at the Glendale Facility, and within eighteen (18) months of the effective date of this Agreement, the Company shall invest a minimum of Five Hundred Thousand Dollars (\$500,000) to improve and equip the Glendale Facility. Evidence of the investment shall be documented using Exhibit A.

5. Business Operations. The Company acknowledges that in order to receive the full Job Retention Incentive available to the Company under this Agreement it must make the investment described in Paragraph 4, above, operate at the Glendale Facility continuously for the Term (beginning on the Commencement Date), must maintain a minimum of 250 full-time employees at the Glendale Facility during each month of the Term of this Agreement (beginning on the Commencement Date), and at least twenty percent (20%) of the Company's full-time employees must reside in Glendale.

6. Job Retention Incentive. Subject to the terms and conditions set forth herein, the City agrees to pay the Company One Thousand Seven Hundred Fifty Dollars (\$1,750) per each Eligible Retained Employee employed by the Company at the Glendale Facility on the third anniversary of the Commencement Date (the "Job Retention Incentive"). The maximum Job Retention Incentive the Company is eligible to receive is Four Hundred Thirty Seven Thousand Five Hundred Dollars (\$437,500). Payment shall be in the form of a check to the Company from the City.

- a. Eligibility. To earn the maximum Job Retention Incentive, the Company must demonstrate on the third, sixth and ninth anniversaries of the Commencement Date that it employs at least 250 full-time employees at the Glendale Facility and a minimum of twenty percent (20%) of the employees at the Glendale Facility must reside in Glendale.
- b. Reporting. Within thirty (30) days after the specified anniversaries of the Commencement Date, the Company shall provide documentation, in a form acceptable to the City as shown in Exhibit B, of the number of its Eligible Retained Employees that are employed at the Glendale Facility,

as well as documentation indicating the percentage of its Eligible Retained Employees that reside in Glendale. In the event of a dispute between the City and Company regarding the number of Eligible Retained Employees, or the percentage of Eligible Retained Employees residing in Glendale, the City's Economic Development Director shall be provided with the relevant documentation and make a final determination, which is not subject to the arbitration provisions in Section 20 below.

- c. **Payment.** The City will pay the applicable proportion of the Job Retention Incentive, if any, pursuant to this Agreement within 60 days after the third, sixth and ninth anniversaries of the Commencement Date.
  
- d. **Job Retention Incentive Payments.** If the Company demonstrates that it employs 250 or more full-time employees, with a minimum of twenty percent (20%) residing in Glendale, at the Glendale Facility on the third, sixth, and ninth anniversaries of the Term (beginning on the Commencement Date), the Company shall earn the maximum Job Retention Incentive paid by the City (\$145,833.33 per anniversary). If the total number of full-time Eligible Retained Employees employed at the Glendale Facility on the third, sixth or ninth anniversary of the Term is less than 250, but greater than or equal to 200, the Company will receive a proportion of the Job Retention Incentive paid by the City according to the following formula: The number of Eligible Retained Employees multiplied by \$1,750 divided by 3. For example, a payment would be calculated at \$116,666.66 if the Eligible Retained Employees is 200 on a given 3-year anniversary of the Commencement Date. In the event the Company employs fewer than 200 full-time Eligible Retained Employees on the third, sixth, or ninth anniversaries of the Term, Glendale will not make a Job Retention Incentive payment or payment of any kind to the Company for that particular anniversary period.

In addition, if the Company employs 250 or more full-time Eligible Retained Employees on the third, sixth, or ninth anniversaries of the term, but if the number of Glendale residents employed by Company falls below twenty percent of the Company's full-time Eligible Retained Employees, the Job Retention Incentive will be reduced by the equivalent percent. For example, if the proportion of Glendale residents falls from twenty percent to fifteen percent of the total Company employment, the Job Retention Incentive payment from the City would be reduced by twenty five percent. In the event the Company both fails to employ 250 or more full-time Eligible Retained Employees (but employs more than 200 such employees) at the Glendale Facility and fails to employ 20% or more Glendale residents among the Eligible Retained Employees on the third, sixth or ninth anniversary of the Term, the payment from the City is adjusted using whichever formula yields a larger reduction. For example, if the Company employs 200 Eligible Retained Employees and fifteen

percent of the Eligible Retained Employees are Glendale residents on the third anniversary of the Term, the City's payment to the Company is \$109,375 because the 25% reduction in Glendale employees reduces the City's payment more than the calculation of the payment for 200 employees.

As a further point of clarification, the formulas used to determine the proportional share of the Job Retention Incentive, if any, to be paid by the City will be calculated independently for each specified 3-year anniversary.

7. Expedited Plan Review Services. The City agrees that its plan review staff will provide expedited plan review and ombudsman services for the Company's improvements to the Glendale Facility in accordance with the City's P.A.S.S. program. Complete plan review shall be offered within ten (10) business days after submittal of all required documents and applications (if any).

8. Reduced Fees. City agrees to waive permit, plan review and any expedited plan review fees in connection with the Company's improvements to the Glendale Facility up to a maximum of Fifty Thousand Dollars (\$50,000), based upon the City's adopted fee schedule in effect when such fees would otherwise be owed. The Company is responsible to pay any permit, plan review and/or expedited plan review fees for improvements at the Glendale Facility in excess of Fifty Thousand Dollars (\$50,000).

9. Use of City of Glendale Facilities; Use of Bechtel Facilities. Subject to availability and adequate advance notice, the City will make available to the Company the City's suites at Gila River Arena and Camelback Ranch at Glendale to use on a total of four (4) occasions, one (1) occasion at each facility each year during the first two (2) years of the Term. Subject to at least one hundred eighty (180) days' advance notice Bechtel will use its best efforts to make available to the City the dedicated parking spaces Bechtel controls at the Glendale Facility (which the parties understand to be approximately three hundred fifty (350) parking spaces) for the City's use for public parking only on weekends for any Mega Event or Dual Event Glendale hosts during the lease period. The City will provide, at its sole cost and expense, all traffic management and safety personnel, insurance and signage necessary to operate such parking. Bechtel will use its best efforts to cause all agreements it has with third parties to reflect this obligation. A "Mega Event" is a Super Bowl, a Fiesta Bowl game, any other college bowl game (including a national championship game or playoff game), an NCAA Final Four basketball tournament game, a World Cup soccer game or a national political party convention or other similar event. A "Dual Event" exists any time on the same calendar date there is both (1) an event at University of Phoenix Stadium (or whatever name is used in the future for such stadium) that is reasonably expected to have an attendance in excess of 40,000, and (2) an event at the Gila River Arena (or whatever name is used in the future for such arena) that is reasonably expected to have an attendance in excess of 5,000.

10. Job Training Support. The City will provide nonfinancial support to the Company in any federal or state job training grant requests.

11. Community Support. The Company agrees to continue to invest in the Glendale community by participating in or sponsoring a minimum of three (3) charitable events, activities or programs annually that benefit the Glendale community. This includes sponsoring the Glendale Youth Sports Leagues and Glendale Police Department Annual Awards Dinner; partnerships with schools located in the City, such as Cactus High School FIRST Robotics Club, Junior Achievement, and Issac E. Imes Elementary School Book Drive; and active membership with the Glendale Chamber of Commerce; or other similar programs and activities at the Company's continued discretion throughout the lease term.

12. Incorporation of Exhibits. All exhibits attached hereto and referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.

13. Amendment of the Agreement. This Agreement may be amended or cancelled, in whole or in part, only by a written agreement or amendment fully executed by the Parties.

14. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties. Nothing contained in this Agreement shall be construed to make any non-party to this Agreement a third party beneficiary of this Agreement.

15. Assignment. The Company may not assign its rights and/or obligations under this Agreement without the prior written consent of the City, which consent shall not unreasonably be withheld.

16. Notices. Any notices required or permitted to be given pursuant to this Agreement may be delivered in person or mailed, certified mail, return receipt requested, to the following addresses:

To City: City of Glendale  
Attn: City Manager  
5850 West Glendale Avenue  
Glendale, Arizona 85301

with a copy to: City of Glendale  
Attn: City Attorney  
5850 West Glendale Avenue  
Glendale, Arizona 85301

To Company: Bechtel Corporation  
Attn: Business Manager  
5323 N. 99<sup>th</sup> Avenue  
Glendale, AZ 85305

17. **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona (without reference to conflict of law principles).

18. **Venue.** Any action arising from this Agreement, which includes by way of example, but not limitation, any action to enforce or interpret any provision of this Agreement, shall be commenced and maintained in a court of competent jurisdiction located within Maricopa County, Arizona, and the Parties hereby irrevocably waive any right to object to such venue.

19. **Conflicts.** Company 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.

20. **Arbitration.**

- a. If the parties are unable to resolve any dispute by negotiation within thirty (30) days from providing the other Party a written notice of the dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
  - i. The Parties will exercise best efforts to select an arbitrator within five (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.
  - ii. The arbitrator selected must be an attorney with at least ten (10) years' experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least ten (10) years.
- b. **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.

- c. Hearing. The arbitration hearing will be held within ninety (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.
- d. 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.
- e. Final Decision. The Arbitrator's decision should be rendered within fifteen (15) days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- f. 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 out-of-pocket arbitration costs and expenses, including reasonable attorney's fees and costs.

21. Miscellaneous. This Agreement shall be interpreted, applied, and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of or against either Party, as both Parties have been involved in the drafting of its provisions. This Agreement constitutes the entire agreement of the Parties concerning the matters contained herein and supersedes all prior negotiations, understandings, and agreements concerning such matters. No provision of this Agreement may be waived or modified except by an amendment signed by the Party against whom such modification or waiver is sought.

22. Severability. In the event that any phrase, clause, sentence paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

23. Cooperation and Further Acts. The Parties shall act reasonably with respect to any and all matters which require either party to review, consent or approve any act or matter herein.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as follows:

CITY OF GLENDALE, ARIZONA,  
an Arizona municipal corporation

\_\_\_\_\_  
Kevin Phelps  
City Manager

ATTEST:

\_\_\_\_\_  
Julie Bowers, City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Bailey, City Attorney

BECHTEL CORPORATION, a Nevada Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A**

**ECONOMIC DEVELOPMENT INCENTIVE**

**Name of Company: Bechtel Corporation**

**Address: 5323 North 99<sup>th</sup> Avenue, Glendale, Arizona 85305**

**I hereby certify, under penalty of perjury, that the information contained herein is true and accurate.**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

**Signature:** \_\_\_\_\_

**Seal:**

**Exhibit B**

**AFFIDAVIT OF COMPLIANCE**

**Pursuant to City of Glendale Development Agreement**

**I, \_\_\_\_\_, make the following statement under oath and under penalty of perjury: That I am the \_\_\_\_\_ of Bechtel Corporation (“Bechtel”); that I make this affidavit pursuant to the terms of the development agreement entered into between Bechtel, and the City of Glendale, Arizona (“City”), under Job Retention and Economic Development Activities Agreement With Bechtel Corporation dated as of \_\_\_\_\_ (“Agreement”); that I understand the obligation to submit this affidavit is required as described in paragraph 6 of the Agreement; and that Bechtel has \_\_\_\_\_ positions, each of which was an “Eligible Retained Employee” as defined under paragraph 3(B) of the Agreement and at least \_\_\_\_\_ percent of those employees reside in the City.**

**Signature: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

**Signature: \_\_\_\_\_**

**Seal:**



December 23, 2016

Brian Friedman  
City of Glendale  
Office of Economic Development  
5850 West Glendale Avenue, Suite 217  
Glendale, AZ 85301

RE: Economic Development Agreement

Brian,

In consideration of the proposed Economic Development Agreement between Bechtel and the City of Glendale pertaining to the extension of our existing lease through March 2028, we would like to highlight Bechtel's presence and community involvement in Glendale:

- **City of Glendale Chamber of Commerce Membership** – Bechtel has sustained active membership with the Glendale Chamber for more than 12 years.
- **FIRST Robotics** – Bechtel is a key supporter of STEM programs which includes corporate sponsorship of FIRST (For Inspiration and Recognition of Science and Technology). During the past 5 years, Bechtel has provided local team sponsorship to Team 498 (Cobra Commanders) from Cactus High School.
- **Junior Achievement** – Through our corporate partnership with Junior Achievement, Bechtel colleagues have led classroom programs at several Glendale area schools focused on financial literacy, entrepreneurship, and work readiness. In Glendale through giving and volunteerism, we have impacted over 550 students in 2016.
- **isaac A. Imes Elementary School** – Through our annual financial support and relationship with the Valley of the Sun United Way, Bechtel has held two successful book drive campaigns for Isaac A. Imes Elementary School which have resulted in a total of 6,000 books and \$4,500 in donations from Bechtel and employees. Bechtel colleagues and their families also participated in a work day event to help improve areas of need within the school grounds.
- **Additional Local Sponsorship** – Bechtel has participated as a contributing sponsor for the Glendale Youth Sports League, the City of Glendale Police Department Annual Awards Dinner, and other local area community activities.

Improving the quality of life in communities where we work is part of Bechtel's corporate values and vital to our Stewardship or corporate social responsibility efforts worldwide. We hope these



Economic Development Agreement  
December 23, 2016  
Page 2 of 2

few examples demonstrate that Bechtel's involvement in the local community provides value beyond the economic benefit Glendale receives by having more than 300 high-paying jobs (e.g. greater than \$50,000 per year) located in the city of which approx. 22% of our full-time employee population reside in Glendale. Additionally, it is also worth noting that Bechtel's presence in Glendale results in more than 500 visitors per year from outside of Arizona who attend meetings at our facility, stay in Glendale hotels, dine at local restaurants, and shop at the Tanger outlets during their visit.

We are honored to be an active participant in the Glendale community and look forward to continued involvement.

Please let me know if you have any questions or would like to discuss further as you work to finalize the proposed Economic Development agreement. Thank you for your help and support.

Regards,

Rick Tesman  
Business Manager, Bechtel Business Services

Cc: Alex Llerena, General Manager, Bechtel Business Services



## APPLIED ECONOMICS

January 12, 2017

Ms. Kristen Stephenson  
Economic Development Administrator  
City of Glendale  
5850 W. Glendale Avenue  
Glendale, AZ 85301

Dear Kristen,

This letter provides presents the results of our independent third party economic and fiscal impact analysis of the Bechtel Corporation. The analysis was prepared using an impact model developed for Glendale by Applied Economics. The results of this analysis provide a basis for a development agreement between the City of Glendale and Bechtel Corporation. We understand that Bechtel, which is currently located in Glendale, is considering moving to an out-of-state location versus staying in the community.

Bechtel has committed to 250 employees in Glendale with an average salary of \$84,000. They currently lease 72,000 square feet of office space in the Glendale Corporate Center. If the company remains in Glendale, they would make a capital investment of \$400,000 for tenant improvements to their existing offices. In addition, they would invest \$100,000 in new equipment.

We understand that the development agreement includes provisions for a permit fee waiver of up to \$50,000, as well as job retention incentives of \$1,750 per job or \$437,500 for 250 jobs. Both of these are post-performance incentives. The permit fees will not be reimbursed until one year after completion of construction. The job incentives will be paid in three installments in years three, six and nine following the approval of the development agreement, contingent on Bechtel maintaining the 250 positions for that time period.

We have reviewed the fiscal impact analysis and verified that all of the assumptions used in the analysis are reasonable. The results are shown in the accompanying tables. The company, and its employees in Glendale, could generate tax revenues of \$2.2 million over the next ten years, which represents the term of the lease agreement. Of this total, \$930,000 represents the sales and property taxes paid by the company directly, while the remainder represents property and sales taxes, state shared revenues and other revenues generated by Bechtel employees living in Glendale. The analysis assumes that 36 percent of employees would work and live in the city based on regional commuting data. In addition to these direct revenues shown in the accompanying table, the company would generate \$781,000 in indirect revenues through the other local businesses and employees they support through their local economic impacts.



Ms. Kristen Stephenson

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It is important to note that the revenue estimates presented here include only general fund revenues. However, the city collects additional property and sales taxes that do not go to the general fund, but that could legitimately be included in the estimate of direct revenues generated by the company. Also, the analysis does not include any city franchise fees that are generated by the company through their telecommunications and electricity usage and that would not accrue if the company were to leave the city.

Based on the results of this analysis, the new revenues generated by the company directly over the next ten years, estimated at \$930,000, exceed the value of the \$487,500 job retention incentives and permit fee waiver. The company and their employees will continue to generate additional revenues to the city on an on-going basis, creating a significant return on investment for the city.

Based on our review, we believe the economic and fiscal benefits that would be generated by Bechtel over the next ten years to be in proportion to the value of incentives offered in the development agreement. Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Sarah E. Murley  
Principal

Economic and Revenue Impact Summary - Revenue Impacts

Bechtel  
City of Glendale

<i>Revenue Impacts</i>	<i>Total</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>
<b>Direct Revenues</b>											
Sales Tax (2.9%)	\$639,056	\$73,302	\$62,862	\$62,862	\$62,862	\$62,862	\$62,862	\$62,862	\$62,862	\$62,862	\$62,862
Construction Sales Tax	\$7,540	\$7,540	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sales Tax-population driven	\$158,816	\$15,882	\$15,882	\$15,882	\$15,882	\$15,882	\$15,882	\$15,882	\$15,882	\$15,882	\$15,882
Property Tax (primary & secondary)	\$533,173	\$53,355	\$53,373	\$53,366	\$53,334	\$53,286	\$53,286	\$53,286	\$53,295	\$53,295	\$53,295
Property Tax-population driven	\$83,481	\$8,348	\$8,348	\$8,348	\$8,348	\$8,348	\$8,348	\$8,348	\$8,348	\$8,348	\$8,348
Utility Tax	\$9,147	\$915	\$915	\$915	\$915	\$915	\$915	\$915	\$915	\$915	\$915
State Shared Revenues	\$136,320	\$13,632	\$13,632	\$13,632	\$13,632	\$13,632	\$13,632	\$13,632	\$13,632	\$13,632	\$13,632
Other Local Revenues	\$873,384	\$87,338	\$87,338	\$87,338	\$87,338	\$87,338	\$87,338	\$87,338	\$87,338	\$87,338	\$87,338
<b>Total Direct Revenues</b>	<b>\$2,191,081</b>	<b>\$228,542</b>	<b>\$218,120</b>	<b>\$218,113</b>	<b>\$218,081</b>	<b>\$218,033</b>	<b>\$218,033</b>	<b>\$218,033</b>	<b>\$218,042</b>	<b>\$218,042</b>	<b>\$218,042</b>
<b>Indirect Revenues</b>											
Sales Tax	\$100,419	\$10,042	\$10,042	\$10,042	\$10,042	\$10,042	\$10,042	\$10,042	\$10,042	\$10,042	\$10,042
Property Tax (primary & secondary)	\$36,785	\$3,679	\$3,679	\$3,679	\$3,679	\$3,679	\$3,679	\$3,679	\$3,679	\$3,679	\$3,679
Utility Tax	\$5,784	\$578	\$578	\$578	\$578	\$578	\$578	\$578	\$578	\$578	\$578
State Shared Revenues	\$86,196	\$8,620	\$8,620	\$8,620	\$8,620	\$8,620	\$8,620	\$8,620	\$8,620	\$8,620	\$8,620
Other Local Revenues	\$552,243	\$55,224	\$55,224	\$55,224	\$55,224	\$55,224	\$55,224	\$55,224	\$55,224	\$55,224	\$55,224
<b>Total Indirect Revenues</b>	<b>\$781,427</b>	<b>\$78,143</b>									
<b>Total Revenues (Direct + Indirect)</b>											
Sales Tax	\$739,475	\$83,344	\$72,904	\$72,904	\$72,904	\$72,904	\$72,904	\$72,904	\$72,904	\$72,904	\$72,904
Property Tax (primary & secondary)	\$569,959	\$57,034	\$57,052	\$57,045	\$57,013	\$56,965	\$56,965	\$56,965	\$56,974	\$56,974	\$56,974
Utility Tax	\$14,931	\$1,493	\$1,493	\$1,493	\$1,493	\$1,493	\$1,493	\$1,493	\$1,493	\$1,493	\$1,493
State Shared Revenues	\$222,516	\$22,252	\$22,252	\$22,252	\$22,252	\$22,252	\$22,252	\$22,252	\$22,252	\$22,252	\$22,252
Other Local Revenues	\$1,425,627	\$142,563	\$142,563	\$142,563	\$142,563	\$142,563	\$142,563	\$142,563	\$142,563	\$142,563	\$142,563
<b>Total Revenues</b>	<b>\$2,972,508</b>	<b>\$306,685</b>	<b>\$296,262</b>	<b>\$296,256</b>	<b>\$296,224</b>	<b>\$296,176</b>	<b>\$296,176</b>	<b>\$296,176</b>	<b>\$296,184</b>	<b>\$296,184</b>	<b>\$296,184</b>

Economic and Revenue Impact Summary - Economic Impacts

Bechtel  
City of Glendale

<i>Economic Impacts</i>	<i>Total</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>
<b>Jobs</b>											
Direct Jobs	250	250	250	250	250	250	250	250	250	250	250
Supplier Jobs	59	59	59	59	59	59	59	59	59	59	59
Consumer Jobs	99	99	99	99	99	99	99	99	99	99	99
<b>Total Jobs</b>	<b>408</b>	<b>408</b>	<b>408</b>	<b>408</b>	<b>408</b>	<b>408</b>	<b>408</b>	<b>408</b>	<b>408</b>	<b>408</b>	<b>408</b>
<b>Supported Resident Population</b>											
Direct Supported Population	73	73	73	73	73	73	73	73	73	73	73
Supplier Supported Population	17	17	17	17	17	17	17	17	17	17	17
Consumer Supported Population	29	29	29	29	29	29	29	29	29	29	29
<b>Total Supported Resident Population</b>	<b>119</b>	<b>119</b>	<b>119</b>	<b>119</b>	<b>119</b>	<b>119</b>	<b>119</b>	<b>119</b>	<b>119</b>	<b>119</b>	<b>119</b>
<b>Personal Income</b>											
Direct Personal Income	\$210,000,000	\$21,000,000	\$21,000,000	\$21,000,000	\$21,000,000	\$21,000,000	\$21,000,000	\$21,000,000	\$21,000,000	\$21,000,000	\$21,000,000
Supplier Personal Income	\$23,556,131	\$2,355,613	\$2,355,613	\$2,355,613	\$2,355,613	\$2,355,613	\$2,355,613	\$2,355,613	\$2,355,613	\$2,355,613	\$2,355,613
Consumer Personal Income	\$43,181,291	\$4,318,129	\$4,318,129	\$4,318,129	\$4,318,129	\$4,318,129	\$4,318,129	\$4,318,129	\$4,318,129	\$4,318,129	\$4,318,129
<b>Total Personal Income</b>	<b>\$276,737,421</b>	<b>\$27,673,742</b>									
<b>Output</b>											
Direct Output	\$381,026,305	\$38,102,631	\$38,102,631	\$38,102,631	\$38,102,631	\$38,102,631	\$38,102,631	\$38,102,631	\$38,102,631	\$38,102,631	\$38,102,631
Supplier Output	\$60,740,845	\$6,074,085	\$6,074,085	\$6,074,085	\$6,074,085	\$6,074,085	\$6,074,085	\$6,074,085	\$6,074,085	\$6,074,085	\$6,074,085
Consumer Output	\$121,459,661	\$12,145,966	\$12,145,966	\$12,145,966	\$12,145,966	\$12,145,966	\$12,145,966	\$12,145,966	\$12,145,966	\$12,145,966	\$12,145,966
<b>Total Output</b>	<b>\$563,226,811</b>	<b>\$56,322,681</b>									



## Legislation Description

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**File #: 17-002, Version: 1**

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### **ORDINANCE NO. O17-05**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 6502 NORTH SARIVAL AVENUE FROM A-1 (AGRICULTURAL) TO M-1 (LIGHT INDUSTRIAL); AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.**

Staff Contact: Jon M. Froke, AICP, Planning Director

### **Purpose and Recommended Action**

This is a request for City Council to conduct a public hearing, waive reading beyond the title, and adopt an ordinance rezoning approximately 55 acres from A-1 (Agricultural) to M-1 (Light Industrial). The property is located on the east side of State Route 303 one-quarter mile south of Glendale Avenue at 6502 North Sarival Avenue.

### **Background**

The property is located one-quarter mile south of the southeast corner of State Route 303 and Glendale Avenue. The property is bounded by farm land to the north, part of which is proposed to be developed as a building to be used for the storage and refrigeration of recently harvested vegetables. To the east of the property are the homes of several Frye family members, and across Sarival Avenue a dairy. South is farmland, half recently annexed and rezoned to M-1 as the Sabre Business Park, also for industrial uses. West is the State Route 303 freeway. The property has about a quarter-mile of frontage along the 303.

The rezoning request involves 55 acres owned by a single property owner. The property is presently farmed. Per past Council direction, Glendale will not provide water and sewer services west of 115<sup>th</sup> Avenue. Viable private companies will provide water and sewer services for this property. This property is presently within the water service area of Adaman Mutual Water Service Company. The property owner has been a participant in the Loop 303 Corridor Group, which is working to fund a viable private provider (EPCOR) of sewer service to the Loop 303 Corridor. The property will be developed as an industrial park in the future.

### **Analysis**

Rezoning to M-1 is consistent with the General Plan designation of Luke Compatible Land Use (LCLU). The M-1 district is the most appropriate zoning district for this site. The proposal will be compatible with other existing and planned development in the area.

Frye Business Park is located within the Luke Air Force Base noise contours of 65 ldn and 70 ldn. Future development will comply with all state statutes and city zoning ordinance provisions for development in the

vicinity of a military airport. Industrial land uses for these properties are appropriate for this region considering the impact from daily activities conducted on the base and the close proximity to the base runway.

**Previous Related Council Action**

The property was annexed into the City of Glendale by Annexation case AN-198 on March 22, 2016. The property was given the City of Glendale zoning designation of A-1 (Agricultural) zoning which most closely matched the existing Maricopa County zoning of RU-43 (Rural Residential) at that time.

Prior to the annexation of this property, a public hearing on the blank petition was held by City Council on September 8, 2015.

**Community Benefit/Public Involvement**

The Loop 303 Corridor is an opportunity to develop an employment base in this portion of Glendale. Job creation, employment opportunities, and private sector investment will be realized as it develops for industrial uses.

On December 15, 2016 the Planning Commission unanimously recommended approval of this request subject to two stipulations.

The applicant completed the required Citizen Participation Process. On June 3, 2015, the applicant mailed notification letters to adjacent property owners and interested parties. The applicant did not receive any response regarding the request. Planning did not receive any response regarding the request.

ORDINANCE NO. O17-05

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 6502 NORTH SARIVAL AVENUE FROM A-1 (AGRICULTURAL) TO M-1 (LIGHT INDUSTRIAL); AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

WHEREAS, the City of Glendale Planning Commission held a public hearing on December 15, 2016, in zoning case ZON16-04 in the manner prescribed by law for the purpose of rezoning approximately 55 acres of property located at 6502 North Sarival Avenue from A-1 (Agricultural) to M-1 (Light Industrial);

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 November 24, 2016; and

WHEREAS, the City has considered the individual property rights and personal liberties of the residents of the city before adopting this zoning ordinance; and

WHEREAS, the City of Glendale Planning Commission has recommended to the mayor and the council the zoning of property as described above and the mayor and the council desire to accept such recommendation and rezone the property described on Exhibit A as M-1 (Light Industrial).

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 6502 North Sarival Avenue and more specifically described in Exhibit A to this ordinance is conditionally rezoned from A-1 (Agricultural) to M-1 (Light Industrial).

SECTION 2. That the rezoning provided for is conditioned and subject to the following:

1. Dedication of additional right-of-way on Sarival Avenue to provide a total half-width of 65 feet shall be made before building permits are issued for any development on the property.
2. All half-street improvements on Sarival Avenue adjacent to the site must be completed with development of the property. Required improvement standards are determined by the City of Glendale Design Guidelines for Site Development and Infrastructure Construction.

SECTION 3. That the City of Glendale Zoning Map is amended to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 4. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

SECTION 5. The City Clerk is instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 24th day of January, 2017.

\_\_\_\_\_  
Mayor Jerry P. Weiers

ATTEST:

\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

REVIEWED BY:

\_\_\_\_\_  
Kevin R. Phelps, City Manager

Exhibit A

A portion of the Northeast quarter of Section 12, Township 2 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

Beginning at the East quarter corner of said Section 12;

Thence South 89 degrees 58 minutes 44 seconds West, along the South line of said Northeast quarter, a distance of 2635.59 feet to the center of Section 12;

Thence North 00 degrees 09 minutes 20 seconds West, along the West line of said Northeast quarter, a distance of 1302.84 feet to the North line of the South half of the said Northeast quarter;

Thence North 89 degrees 59 minutes 01 seconds East along said North line, a distance of 1977.05 feet;

Thence South 00 degrees 00 minutes 24 seconds West, a distance of 1152.68 feet;

Thence North 89 degrees 58 minutes 44 seconds East, a distance of 662.01 feet to the East line of said Northeast quarter;

Thence South 00 degrees 04 minutes 40 seconds East, along said East line, a distance of 150.00 feet to the Point of Beginning;

Except that portion lying west of the following line:

Commencing at an aluminum cap stamped "LS 21080" marking the Center quarter corner of said Section 12, being North 89 degrees 44 minutes 53 seconds West 2635.75 feet from a 2003 Maricopa County aluminum cap in hand hole stamped "LS 29891" marking the East quarter corner of Section 12;

Thence along the East – West mid-section line of said Section 12 South 89 degrees 44 minutes 53 seconds East 326.89 feet to the Point of Beginning;

Thence North 00 degrees 58 minutes 09 seconds East 111.12 feet;

Thence North 89 degrees 01 minutes 51 seconds West 150.00 feet;

Thence North 00 degrees 58 minutes 09 seconds East 363.86 feet;

Thence North 03 degrees 57 minutes 26 seconds East 1732.57 feet;

Thence North 00 degrees 43 minutes 22 seconds East 148.30 feet;

Thence North 88 degrees 30 minutes 05 seconds East 153.73 feet;

Thence North 11 degrees 08 minutes 32 seconds East 153.73 feet;

Thence North 88 degrees 30 minutes 05 seconds East 106.44 feet to the Point of Ending;

Thence North 00 degrees 15 minutes 46 seconds East 92.74 feet to the North line of said Section 12, being South 89 degrees 44 minutes 14 seconds East 591.26 feet from a 2003 Maricopa County aluminum cap stamped "LS29891" marking the North quarter corner of said Section 12.



# Planning Staff Report

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**DATE:** December 15, 2016

**TO:** Planning Commission

**FROM:** Tabitha Perry, Assistant Planning Director  
**PRESENTED BY:** Thomas Ritz, AICP, Senior Planner

**SUBJECT:** **REZONING (ZON) APPLICATION ZON16-04: FRYE  
BUSINESS PARK – 6502 NORTH SARIVAL AVENUE**

**REQUEST:** Rezone from A-1 (Agricultural) to M-1 (Light Industrial).

**APPLICANT/OWNER:** Clear Channel Outdoor / Tony Frye, Frye Family LLLP.

**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 stipulations.

**PROPOSED MOTION:** Move to recommend approval of ZON16-04 subject to the stipulations contained in the staff report.

**SUMMARY:** This is a request to rezone the approximately 55 acre property to M-1 (Light Industrial) to implement the General Plan Designation of Luke Compatible Land Use (LCLU) and provide a zoning classification suitable for the development of a future business park within the 65 ldn and 70 ldn noise contours of Luke Air Force Base.

**COMMISSION ACTION: Commissioner Harper MADE A MOTION to RECOMMEND APPROVAL OF ZON16-04, subject to staff report stipulations. Motion seconded by Commissioner Lenox. The motion was APPROVED with a vote of 6 to 0.**

## **DETAILS OF REQUEST:**

### **General Plan Designation:**

The property is designated as Luke Compatible Land Use (LCLU).

### **Property Location and Size:**

The property is located at 6502 North Sarival Avenue, one-quarter mile south of the southeast corner the Loop 303 and Glendale Avenue and is approximately 55 acres in size.

### **History:**

The property was annexed into the City of Glendale by annexation case AN-198 on March 22, 2016. The property was given the City of Glendale zoning designation of A-1 (Agricultural) zoning which most closely matched the existing Maricopa County zoning of RU-43 (Rural Residential) at that time.

The property owner has been a participant in the Loop 303 Corridor Group, which is working to fund a viable private provider (EPCOR) of sewer service to the Loop 303 Corridor.

### **Design Review:**

As no specific development proposal has been submitted at this time, no design review application has been submitted.

### **Project Details:**

The property is currently farmed and vacant. Rezoning the property to M-1 will permit the development of industrial and other uses which are compatible with the City of Glendale General Plan designation of Luke Compatible Land Uses and comply with State Statutes concerning territory in the vicinity of a military installation. It will eliminate residential land uses as a permitted use.

The property is bounded by farm land to the north, part of which is proposed to be developed as a building to be used for the storage and refrigeration of recently harvested vegetables. To the east of the property there are the homes of several Frye family members, and across Sarival Avenue a dairy. South is farmland, half recently annexed, rezoned to M-1 and is entitled as the Sabre Business Park, also for industrial uses. West is the Loop 303 freeway. This property has about a quarter-mile of frontage along the Loop 303.

## **CITIZEN PARTICIPATION TO DATE:**

### **Applicant's Citizen Participation Process:**

On June 3, 2015, the applicant mailed notification letters to adjacent property owners and interested parties. The applicant did not receive any response regarding the request. Planning did not receive any response regarding the request either. The applicant's Citizen Participation Final Report is attached.

**Planning Commission Public Hearing:**

A Notice of Public Hearing was published in *The Glendale Star* on November 24, 2016. Notification postcards of the public hearing were mailed to adjacent property owners and interested parties on November 23, 2016. The property was posted on November 29, 2016.

**STAFF FINDINGS AND ANALYSIS:**

**Findings:**

- The proposed amendment is consistent in substance and location with the development objectives of the General Plan.
- The proposal will be compatible with other existing and planned development in the area.
- The proposed amendment furthers the public health, safety, and general welfare of the citizens of Glendale.
- The proposed amendment will include any conditions necessary to mitigate any adverse impacts on the businesses, persons, or properties adjacent to the requested amendment.
- A finding is made that Section 3.812 (Adequate School Facilities) of the Zoning Ordinance is not applicable.

**Analysis:**

- Rezoning to M-1 is consistent with the General Plan.
- The M-1 zoning district is the most appropriate zoning district for these properties. Frye Business Park is located within the Luke Air Force Base noise contours of 65 ldn and 70 ldn. Industrial land uses for these properties are appropriate for this region considering the impact from daily activities conducted on the base and the close proximity to the base runway.
- All applicable city departments have reviewed the application and recommend approval of the application.

**RECOMMENDATION:**

The Planning Commission should recommend approval of this request, subject to the following stipulations:

1. Dedication of additional right-of-way on Sarival Avenue to provide a total half-width of 65 feet shall be made before building permits are issued for any development on the property.
2. All half-street improvements on Sarival Avenue adjacent to the site must be completed with development of the property. Required improvement standards are determined by the City of Glendale Design Guidelines for Site Development and Infrastructure Construction.

**ATTACHMENTS:**

1. Applicant's Narrative, dated July 12, 2016.
2. Citizen Participation Final Report (without mailing labels), dated July 12, 2016.
3. Vicinity Zoning Map.
4. Aerial Photograph, dated October 2016.

**PROJECT MANAGER:**

Thomas Ritz, AICP, Senior Planner (623) 930-2588  
[tritz@glendaleaz.com](mailto:tritz@glendaleaz.com)

**REVIEWED BY:**

  
\_\_\_\_\_  
Planning Director

TR/df

  
\_\_\_\_\_  
Development Services Director

# Project Narrative for Rezoning

## Frye Business Park

6502 North Sarival Avenue  
Case # ZON16-04



**Owner:** Frye Family, LLLP  
6502 N. Sarival Ave, Litchfield Park, AZ 85340

**Rep:** Jason Mendoza, Clear Channel Outdoor  
2325 E. Camelback Rd, Phoenix, AZ 85016  
623-326-1993

## **Introduction**

### **Request**

On behalf of the owners, Frye Family, LLLP, I am proposing a request for rezoning approximately 54.9 acres located generally south of the SEC of SR303 and Glendale Avenue from A-1 to M-1. The subject property is owned by the Frye Family, LLLP and identified as Maricopa County Assessor Parcel Number 501-03-004H.

### **General Plan Designation**

The property is designated as LCLU (Luke Compatible Land Use).

### **History**

The property owner recently entered into an annexation agreement with the City of Glendale and City Council unanimously approved annexation of the subject parcel. The adjacent south parcel has already been annexed into the City and were also rezoned to M-1. This property was associated with a project called Sabre Business Park and was previously approved M-1. We are proposing to rezone the subject property from A-1 to M-1 and bring it in conformance with the current City of Glendale General Plan.

## **Current Conditions**

### **Land Use**

The City of Glendale General Plan Land Use designation for this parcel is Luke Compatible Land Use (LCLU). The Luke Compatible Land Use Category is described in the General Plan as follows:

*The Luke Compatible Land Use Area category designation is adjacent to Luke Air Force Base and is delineated by the 1988 JLUS 65 ldn noise contour created by military flight operations. The General Plan recognizes and supports the state legislation related to the continued, viable operations of military installations. Residential and other noise sensitive land uses, particularly those which include large gatherings of people, are discouraged in the LCLU. Existing, approved noise-sensitive uses are strongly encouraged to employ additional sound attenuation through select building materials and design. Retention of agricultural uses and future industrial development are supported by this category to afford viable, economic use of property, and as a protection of public health and safety.*

### **Zoning and Entitled Uses**

Currently, the property is located within the City of Glendale and zoned A-1.

### **Utility Infrastructure**

#### ***Water***

The Sabre Business Park properties are located within the Adaman Mutual Water Company service area, which encompasses the area bound by Northern Avenue, Reems Road, Camelback Road and SR303. A number of agreements have been entered into that address both water and sewer provisions.

#### ***Sewer***

The Sabre Business Park properties are located within Global Water's proposed sewer service CC&N area, which Global is currently establishing. A number of agreements have been entered into that address both water and sewer provisions.

### **Description of Proposal**

The purpose of this proposal is to request and amend the City of Glendale Zoning Map for the subject parcel from A-1 to M-1 (Light Industrial). Rezoning to M-1 will bring the property into conformance with the City of Glendale General Plan Designation on the property, which is LCLU (Luke Compatible Land Use Area).

### **Accessibility of the Property**

The property is currently being used as agricultural farmland. The property can be accessed from Sarival Avenue.

### **Relation to Surrounding Properties**

The surrounding parcels of the property consist of rural and industrial zoned districts. The current surrounding uses of the property are agricultural and industrial.

North – Agricultural farmland zoned RU-43 within Maricopa County. No adverse effects are expected.

South - Agricultural farmland zoned M-1 within the City of Glendale. No adverse effects are expected.

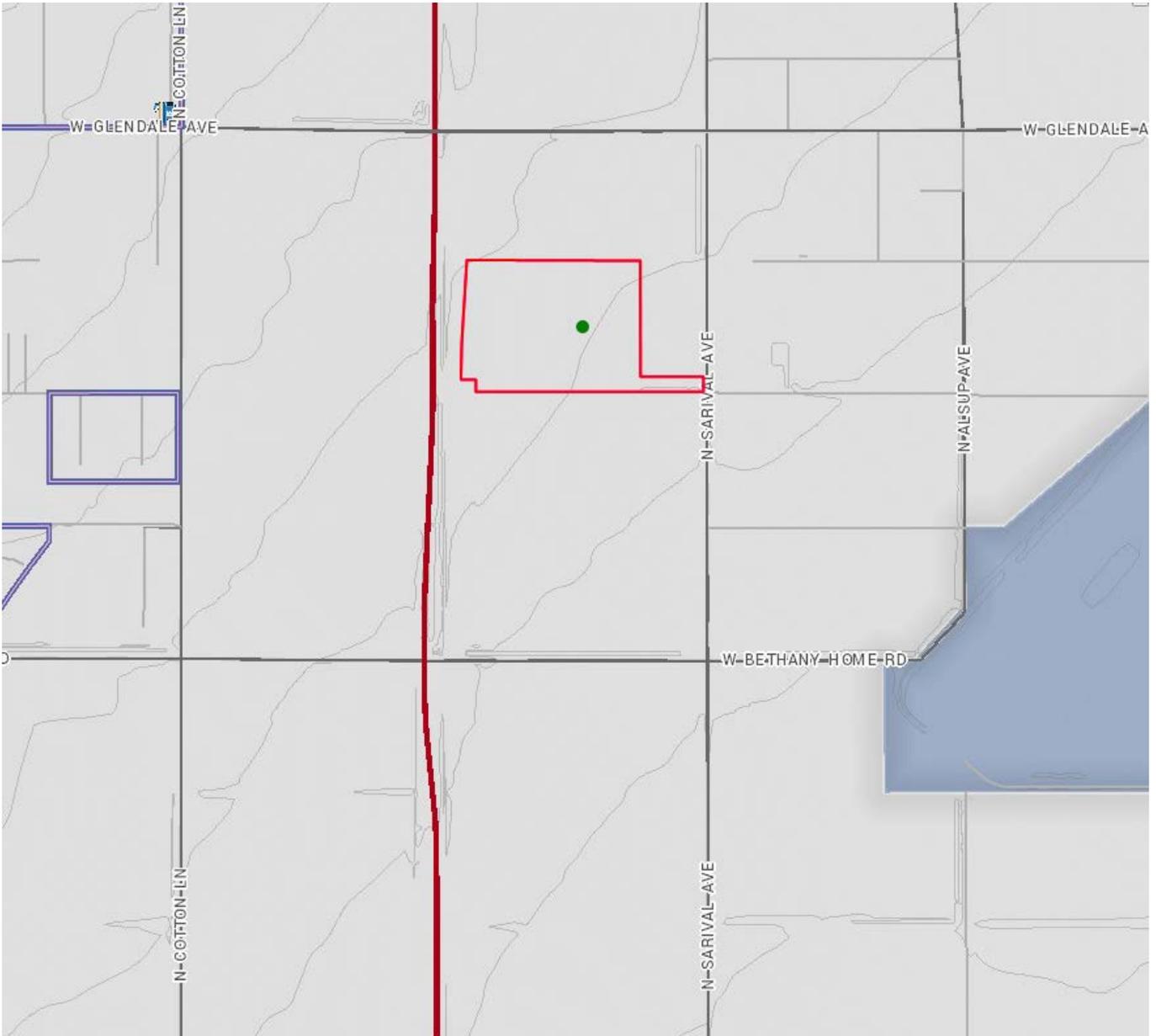
East – Residential housing community in which consists of four homes zoned RU-43 within Maricopa County. Two of the four homes are owned by the Frye Family. No adverse effects are expected.

West – Loop 303 Freeway, West of Loop 303 is agricultural farmland RU-43 and industrial warehouses within Maricopa County. No adverse effects are expected.

### **Conclusion**

This request, in my opinion, will positively impact and complement the surrounding business industrial area by providing a compatible use to the surrounding area in which will soon offer services and employment in the general area.

### Exhibit A Vicinity Map



**Exhibit B**  
**Aerial Photos**



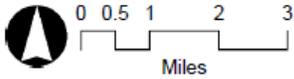
### Exhibit C Glendale General Plan



# GENERAL PLAN LAND USE MAP

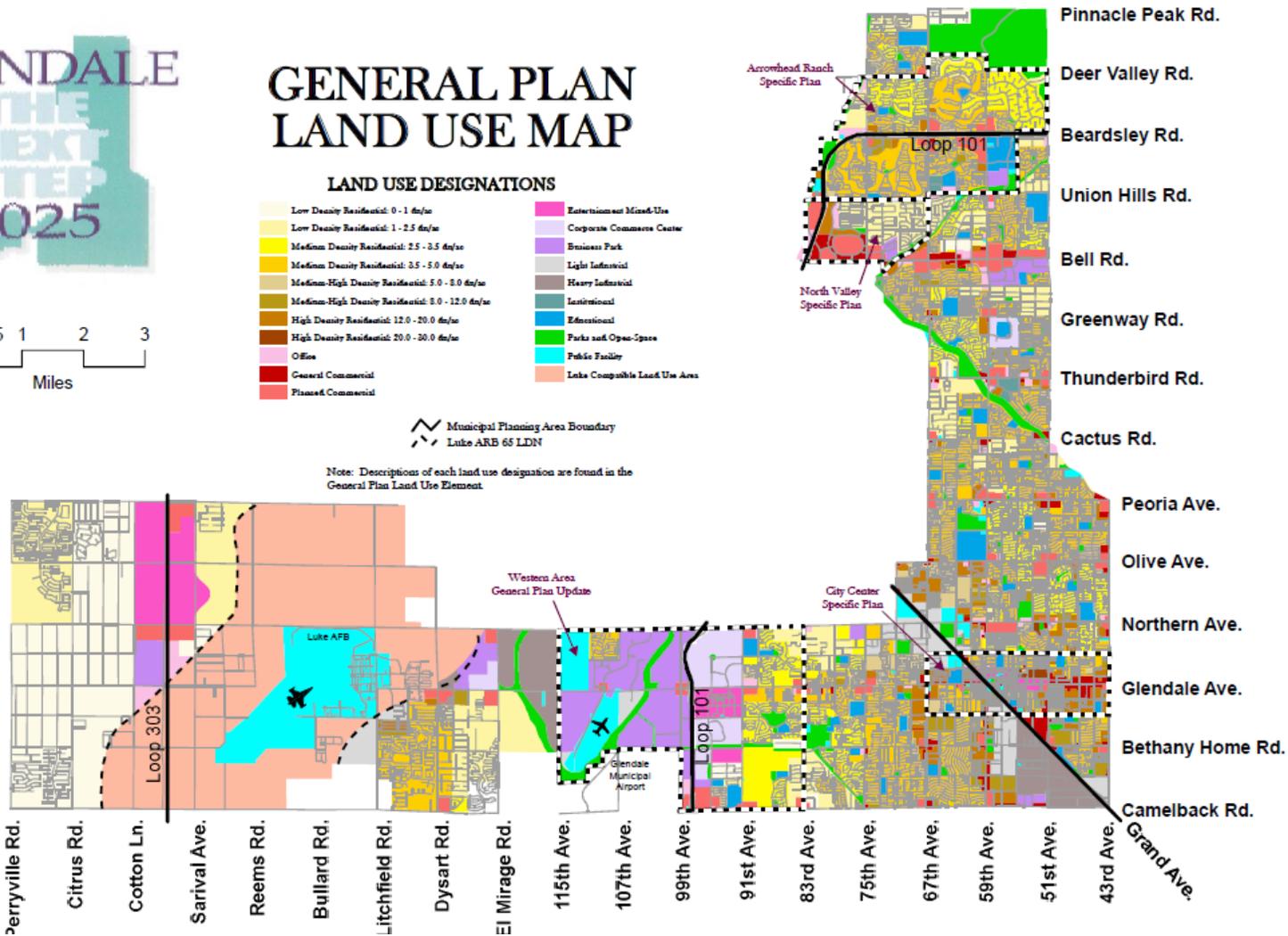
## LAND USE DESIGNATIONS

Low Density Residential: 0 - 1 du/acre	Entertainment Mixed-Use
Low Density Residential: 1 - 2.5 du/acre	Corporate Commerce Center
Medium Density Residential: 2.5 - 3.5 du/acre	Business Park
Medium Density Residential: 3.5 - 5.0 du/acre	Light Industrial
Medium-High Density Residential: 5.0 - 8.0 du/acre	Heavy Industrial
Medium-High Density Residential: 8.0 - 12.0 du/acre	Institutional
High Density Residential: 12.0 - 20.0 du/acre	Educational
High Density Residential: 20.0 - 30.0 du/acre	Parks and Open-Space
Office	Public Facility
General Commercial	Lake Compatible Land Use Area
Planned Commercial	

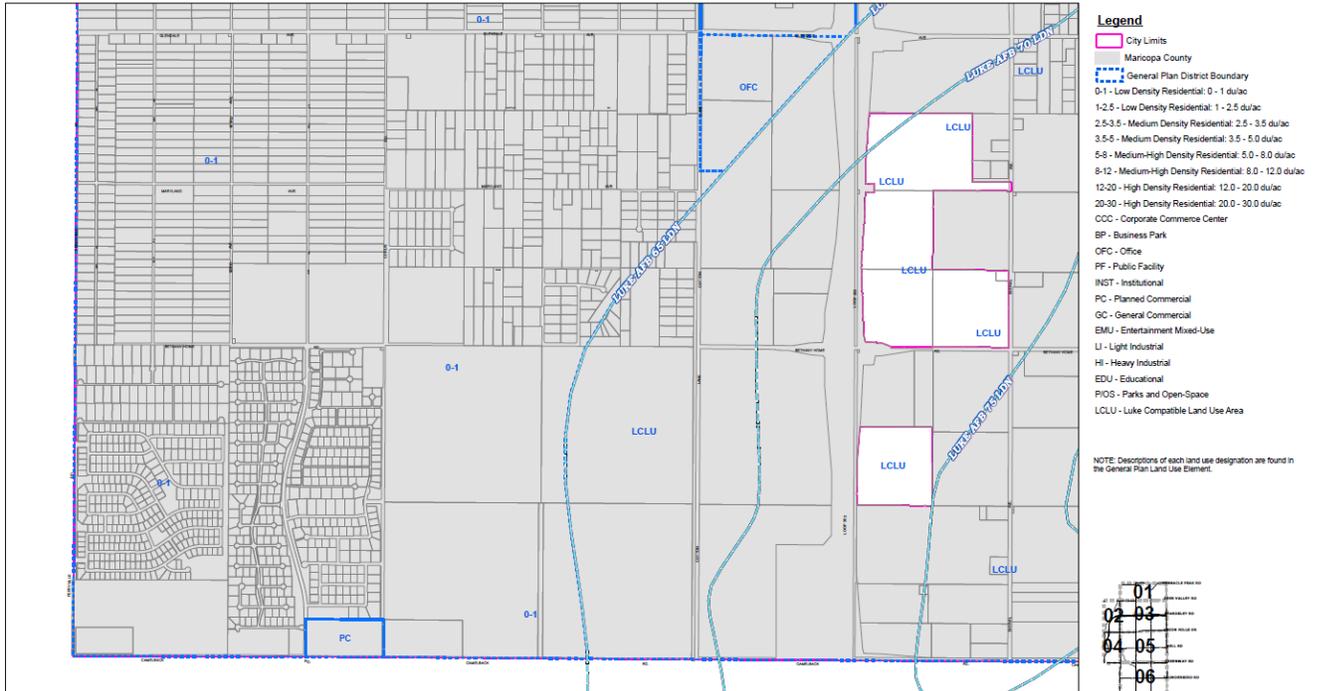


Municipal Planning Area Boundary  
 Luke ARB 65 LDN

Note: Descriptions of each land use designation are found in the General Plan Land Use Element



## Exhibit D Glendale General Plan Map 22



### City of Glendale - General Plan

Planning: 5850 W. Glendale Avenue, Suite 212

01	02	03	04	05	06	07	08	09
10	11	12	13	14	15	16	17	18
19	20	21	22	23	24	25	26	27

**22**  
Revised Date  
7/12/2016

**Exhibit E**  
**Legal Description**

BEGINNING at the East quarter corner of said Section 12;

Thence South 89 degrees 58 minutes 44 seconds West, along the South line of said Northeast quarter, a distance of 2635.59 feet to the center of Section 12;

Thence North 00 degrees 09 minutes 20 seconds West, along the West line of said Northeast quarter, a distance of 1302.84 feet to the North line of the South half of the said Northeast quarter;

Thence North 89 degrees 59 minutes 01 seconds East along said North line, a distance of 1977.05 feet;

Thence South 00 degrees 00 minutes 24 seconds West, a distance of 1152.68 feet;

Thence North 89 degrees 58 minutes 44 seconds East, a distance of 662.01 feet to the East line of said Northeast quarter;

Thence South 00 degrees 04 minutes 40 seconds East, along said East line, a distance of 150.00 feet to the POINT OF BEGINNING;

EXCEPT any portion as described in Docket 1180, page 528, records of Maricopa County, Arizona; and

EXCEPT all subterranean waters beneath said premises not ~~separated~~ domestic, as distinguished from irrigation, use thereon as granted in Deed recorded in Docket 1180, page 517, records of Maricopa County, Arizona.

Except that portion lying West of the following line:

Commencing at an aluminum cap stamped "LS 21080" marking the Center quarter corner of said Section 12, being North 89 degrees 44'53" West 2635.75 feet from a 2003 Maricopa County aluminum cap in hand hole stamped "LS 29891" marking the East quarter corner of said Section 12;

Thence along the East-West mid section line of said Section 12 South 89 degrees 44' 53" East 326.89 feet to the Point of Beginning;

Thence North 00°58'09" East 111.12 feet;

Thence North 89°01'51" West 150.00 feet;

Thence North 00° 58'09" East 363.86 feet;

Thence North 03°57'26" East 1732.57 feet;

Thence North 00°43'22" East 148.30 feet;

Thence North 88° 30'05" East 153.73 feet;

Thence North 11°08'32" East 153.73 feet;

Thence North 88° 30'05" East 106.44 feet to the Point of Ending;

Thence North 00°15'46" East 92.74 feet to the North line of said Section 12, being South 89°44'14" East 591.26 feet from a 2003 Maricopa County aluminum cap stamped "LS 29891" marking the North quarter corner of said Section 12.

# Citizen Participation Plan – Final Report

## Frye Business Park

6502 North Sarival Avenue

Case # ZON16-04



**Owner:** Frye Family, LLLP  
6502 N. Sarival Ave, Litchfield Park, AZ 85340

**Rep:** Jason Mendoza, Clear Channel Outdoor  
2325 E. Camelback Rd, Phoenix, AZ 85016  
623-326-1993

1. **Cover Page.**
  - a. See previous page
2. **Brief Description of Project.**
  - a. The requested City of Glendale M-1 Zoning will bring the property into conformance with the City’s General Plan and complement existing M-1 zoned properties nearby.
3. **Notification Technique.**
  - a. **Written Correspondence**
    - i. A notification letter and aerial map was sent out to all interested parties within a 500’ radius of the subject site on June 3, 2015. See recommended notification map attached as Exhibit A.
  - b. **Ongoing Dialogue**
    - i. None
4. **Date that notification letter and meeting notices were mailed.**
  - a. The notification letter was mailed on June 3, 2015. An Affidavit of Mailing is attached as Exhibit B along with the copy of the notice letter.
5. **Identity specific area 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 property boundaries. Notifications were also sent to any Registered Neighborhood Groups/Homeowner’s Associations and all those named on the Interested Parties list as well as those represented on the Additional Notification lists provided by the City of Glendale.
  - b. The City provided Recommended Notification Area Map is included in Exhibit A.
  - c. A complete mailing list and map of the actual notification area is attached as Exhibit H
6. **List names of HOA’s and Neighborhood Group, Property Owners and the “Interested Parties” list that were notified.**
  - a. Please see Exhibits A, B and C. A complete mailing list is attached as Exhibit C.
7. **Identify dates and location of all meetings where citizens were invited to attend and discussed the proposal.**
  - a. Citizen Participation Plan Schedule

- i. June 3, 2015 – Citizen Participation Plan submitted to Planner
  - ii. June 10, 2015 – Plan Implementation Date
  - iii. 30 days from the mailing date of June 3, 2015 – Time allowed for citizen input
  - iv. July 6, 2015 – Submittal date for Citizen Participation Final Report
- b. As of May 11, 2016, there have been no concerns raised, no letters for or against this proposed project, nor have there been any issues raised by any of the interested parties within the neighborhood notification area. The applicant did not hold any meetings to discuss concerns, as there were none raised.

**8. Identify number of people noticed and number of people who actually participated.**

- a. Total of 63 letters were sent out to interested parties as provided by the City of Glendale, which included a radius of 500’ around the subject site. (See Exhibit C)
- b. Of those 63 letter, 60 were City of Glendale residents directly impacted by this project, 1 was the Arizona Republic, 1 was Valley Partnership and 1 was the representative for the Peoria Unified School District.
- c. Of those 60 individuals who were notified, 2 are current City of Glendale City Council Members, 1 former City of Glendale City Council Member and 1 former Mayor of the City of Glendale.

**9. List concerns, issues, and problems expressed by participants.**

- a. None

**10. Describe how each concern was addressed and how concerns will continue to be addressed.**

- a. No concerns expressed.

**11. State concerns, issues, and problems that we are unable to address.**

- a. No concerns expressed

**12. Specifically state how this proposal has been revised to address concerns.**

- a. No concerns expressed

**13. Attach copies of all materials pertaining to the notification and meeting process.**

- a. All copies are attached as Exhibits A, B and C.

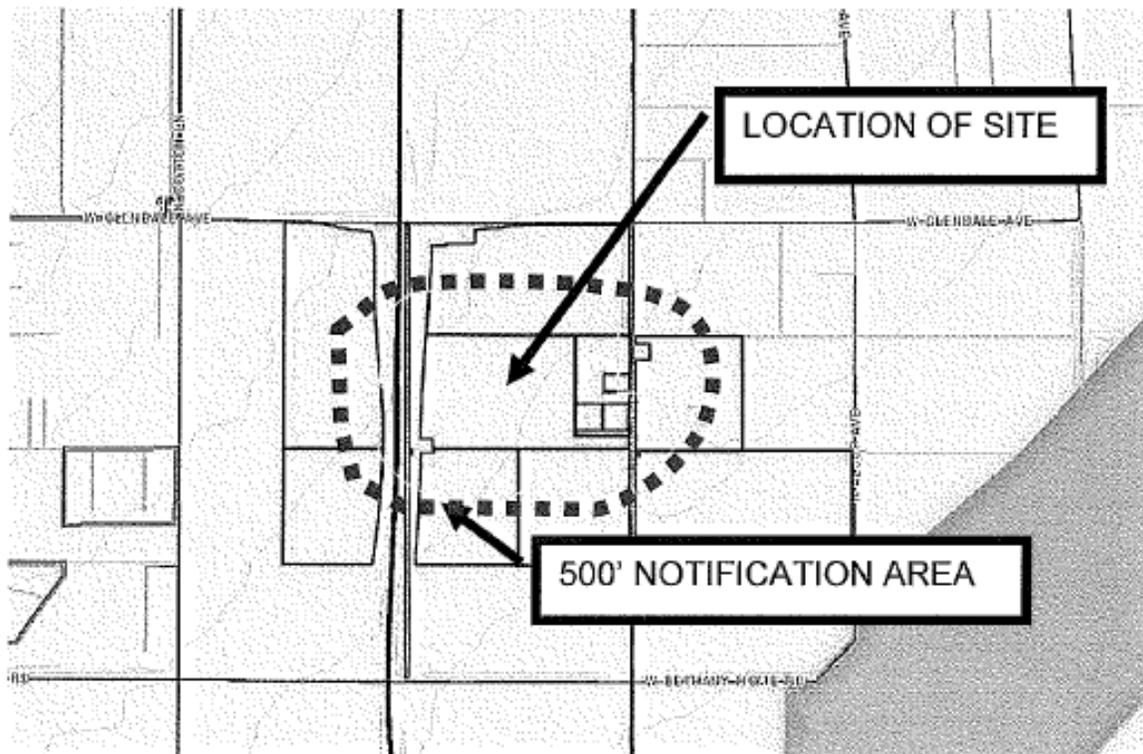
**14. Attach complete mailing list lused to notify individuals.**

- a. This list is attached at Exhibit C.

**Exhibit A**  
**Recommended Notification Map**

**Starts on next page**

<b>RECOMMENDED NEIGHBORHOOD NOTIFICATION AREA</b>	
<b>NAME OF REQUEST:</b>	<b>FRYE REZONING</b>
<b>LOCATION:</b>	<b>6502 North Sarival Avenue</b>
<b>The applicant is requesting rezoning to M-1 (Light Industrial) to permit the erection of billboards.</b>	
<b>ZONING DISTRICT: R-43 (county)</b>	<b>COUNCIL DISTRICT: MPA</b>



**Exhibit B**  
**Notification Letter and Affidavit of Mailing**

**Starts on next page**

May 26, 2015

Tony Frye  
6512 N Sarival Ave  
Litchfield Park, AZ 85340  
Fax: 623-935-5377

Dear Neighbor:

This letter is to inform you that I am applying for a rezoning application with the City of Glendale. The property is at 6502 North Sarival Avenue in the Yucca District.

Our family property sits on 60 acres with ample exposure to the new Loop 303 freeway. The current zoning is rural due to the farming that has dominated this area for generations. The new freeway brings more uses in the realm of possibility, which is why we are asking for a rezoning of our property to permit an M-1 (light industrial) zoning category. This zoning category provides us the most flexibility when it comes to potential uses. ADOT has estimated that 13,000 motorists use the Loop 303 today and that number is only going to rise exponentially over the next 20 years. Our aim is to acquire the property rights to construct two billboards along the Loop 303 frontage which will provide the opportunity for advertisers to highlight some of the upcoming commercial developments that are helping bring awareness to the west valley cities (i.e. Vistancia, New Auto Mall & 1.3 million sqft of retail development).

Please write, fax or call me at the contact information above. You may also contact Thomas Ritz with the City of Glendale at 623-930-2588.

Sincerely,

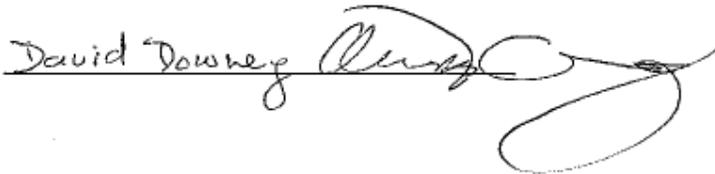


Tony Frye

NEIGHBORHOOD NOTIFICATION LETTER  
AFFIDAVIT OF MAILING

Project Name: Frye Rezoning

I, David Downey, 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.

Applicant/Representative: David Downey 

STATE OF ARIZONA

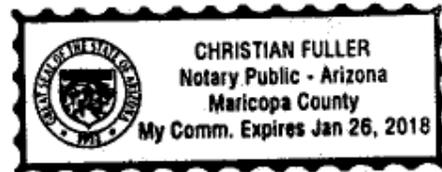
SS.

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 3rd day of June, 2015.

  
\_\_\_\_\_  
Notary Public

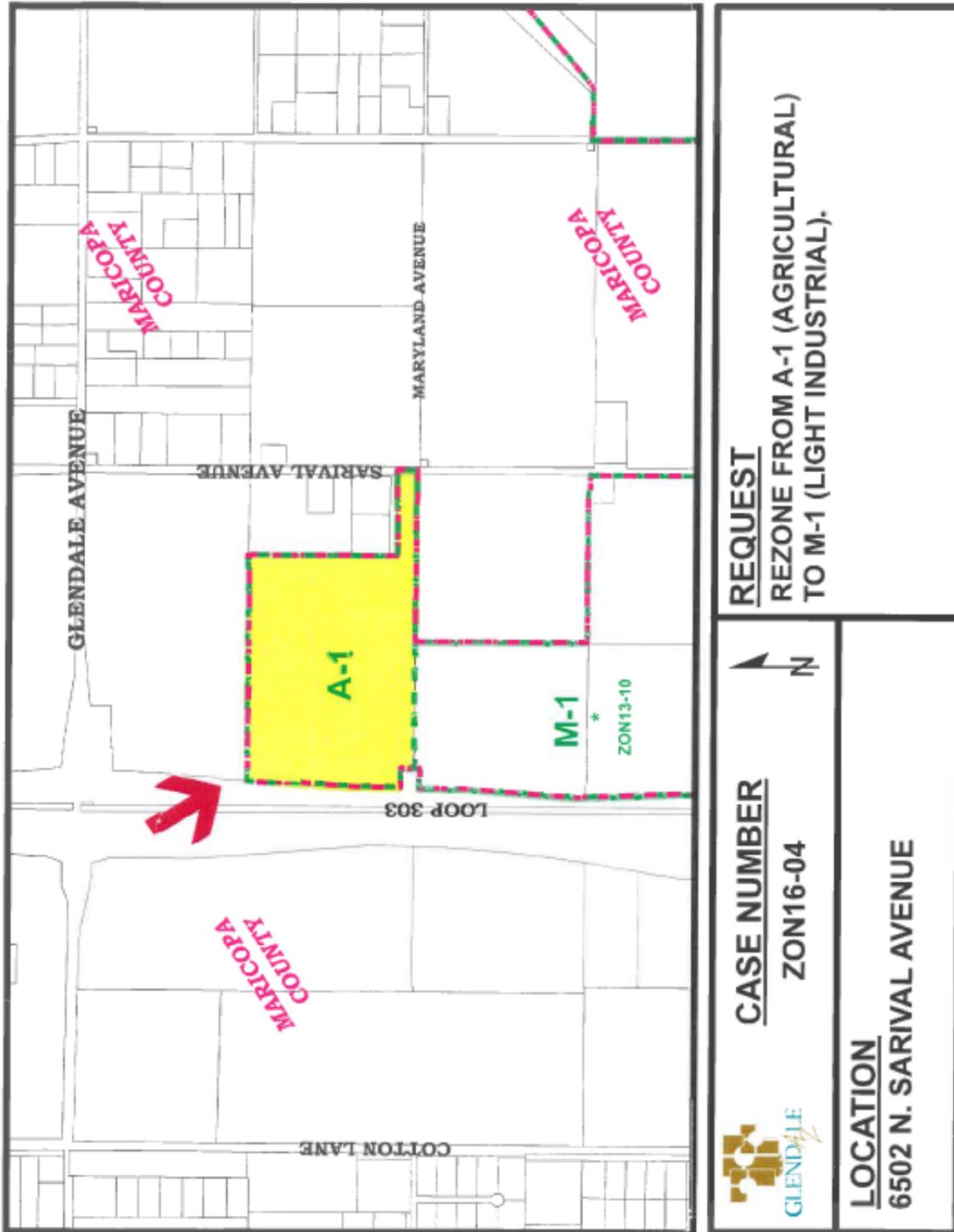
My Commission Expires: Jan. 26, 2018

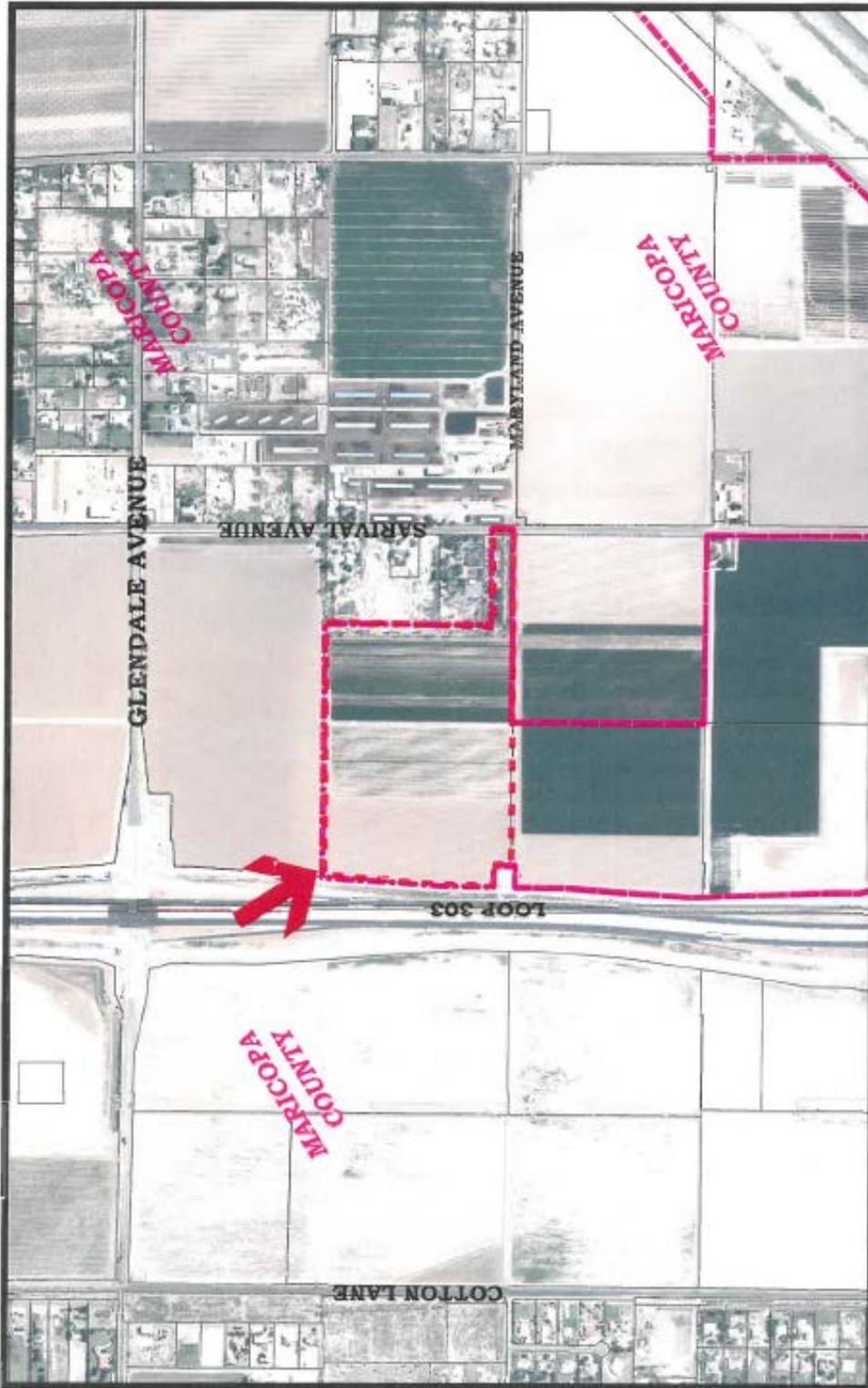


**Exhibit C**  
**Complete Mailing List and Map of the Actual Notification Area**

**Starts on next page**

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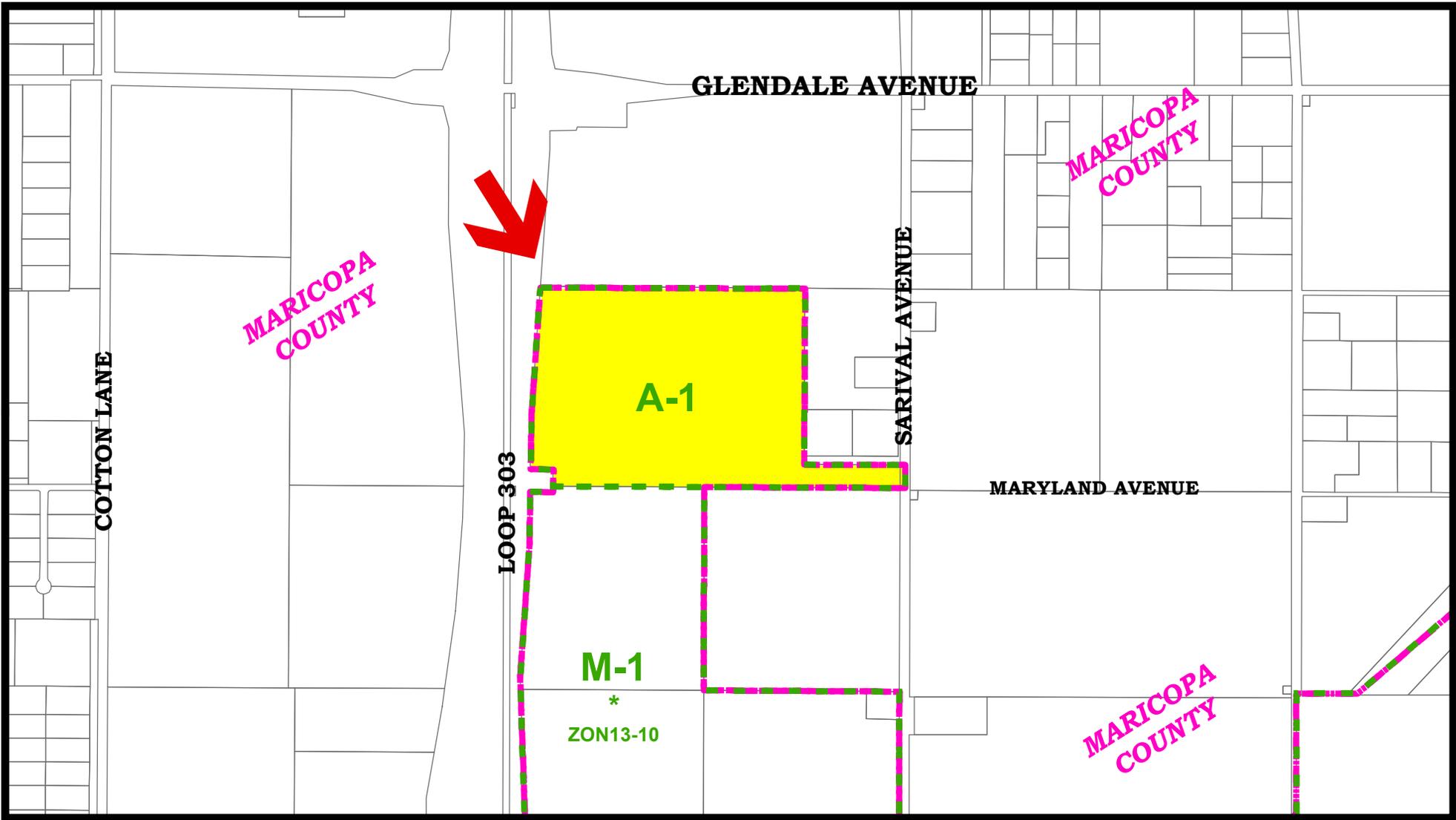


Aerial Date: October 2016



**CASE NUMBER**  
**ZON16-04**



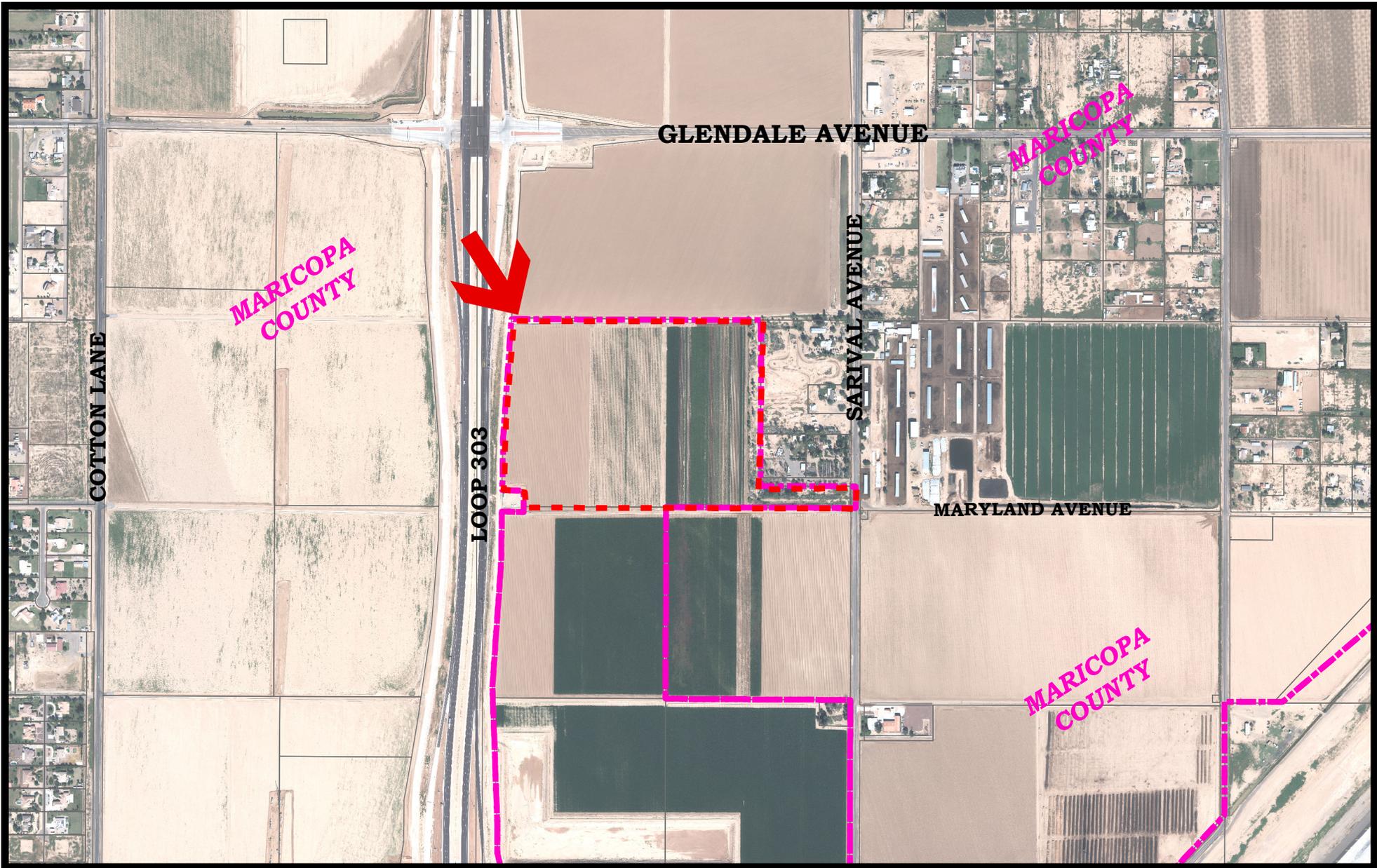


**CASE NUMBER**  
**ZON16-04**



**REQUEST**  
**REZONE FROM A-1 (AGRICULTURAL)  
 TO M-1 (LIGHT INDUSTRIAL).**

**LOCATION**  
**6502 N. SARIVAL AVENUE**



Aerial Date: October 2016



**CASE NUMBER**  
**ZON16-04**





## Legislation Description

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**File #:** 17-008, **Version:** 1

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### **ORDINANCE NO. O17-06**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE CHAPTER 2 (ADMINISTRATION), ARTICLE VIII (BOARDS, COMMISSIONS, ETC.) AND CHANGING THE NAME OF THE WATER SERVICES ADVISORY COMMISSION TO THE CITIZENS UTILITY ADVISORY COMMISSION AND EXPANDING ITS PURPOSE.**

Staff Contact: Craig Johnson, P.E., Director, Water Services

### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt an ordinance amending Glendale City Code Chapter 2 (Administration), Article VIII (Boards, Commissions, Etc.) Division 8, to change the name of the Water Services Advisory Commission to the Citizens Utilities Advisory Commission and to expand the Commission's purview to include providing recommendations to Council concerning the Public Works Department.

### **Background**

On January 24, 2012, Council adopted an ordinance establishing the Ad-Hoc Citizen Task Force on Water and Sewer. The Task Force was asked to learn about the City's water and sewer enterprise and to provide Council with policy-related recommendations. One of the recommendations from the Task Force was the creation of an on-going Water Services Advisory Commission.

On June 25, 2013, the City Council adopted an ordinance establishing the Water Services Advisory Commission to review and analyze strategies and policies, including financial policies, relating to water and wastewater services.

### **Analysis**

Staff is proposing an expanded role for the Commission to include advice and recommendations to Council for the Public Works Department. In particular, it is anticipated that citizen evaluation and recommendations will soon be needed for Solid Waste and Landfill rate review, as well as for potential program adjustments and procedural changes for Solid Waste and Landfill policies.

Council has similar needs for receiving citizen recommendations regarding policies, utility budgets, and rates for both the Water Services Department and the Public Works Department. In the interest of organizational and Council business efficiency, it is cost effective to combine related needs for these two departments into a single Citizens Utilities Advisory Commission.

**Previous Related Council Action**

At the June 25, 2013, Council meeting, Council adopted ordinance No. 2850 establishing the Water Services Advisory Commission.

**Community Benefit/Public Involvement**

It is important that Glendale residents have input into Council decisions through the Boards and Commissions process. The expanded commission will provide Council with recommendations regarding Water Services and Public Works utility policies, rates, and budgets. This will ensure Council has recommendations regarding utility cost efficiency, and resulting impacts to the quality of life for Glendale residents and businesses.

**Budget and Financial Impacts**

Funding for the existing commission is available in the Water Services FY2016-17 operating budget. Expansion of the commission to include Public Works will result in a nominal additional cost.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>Nominal</b>	<b>No specific line item.</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

ORDINANCE NO. 017-06

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE CHAPTER 2 (ADMINISTRATION), ARTICLE VIII (BOARDS, COMMISSIONS, ETC.) AND CHANGING THE NAME OF THE WATER SERVICES ADVISORY COMMISSION TO THE CITIZENS UTILITY ADVISORY COMMISSION AND EXPANDING ITS PURPOSE.

WHEREAS, at the January 24, 2012 Council meeting, the Glendale City Council established the Ad-Hoc Citizens Task Force (“Task Force”) on Water and Sewer;

WHEREAS, in a subsequent Council Workshop the Task Force recommended that the City Council establish a permanent Water Service Advisory Commission (“Commission”);

WHEREAS, on June 25, 2013, the City Council did, in fact, enact an ordinance creating the Commission

WHEREAS, as part of a January 5, 2017 presentation to the Government Services Subcommittee of the Council, City staff recommended expanding the responsibilities of the Commission to include reviewing and recommending policies, strategies, fee and rate structures and operational issues related to other City infrastructure, including the City’s landfill and solid waste services; and

WHEREAS, the City Council directed staff to move forward with expanding the role of the Commission and renaming the commission the “Citizens Utility Advisory Commission” as a result of the January 10, 2017 workshop.

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

SECTION 1. That Glendale City Code Chapter 2 (Administration), Article VIII (Boards, Commissions, Etc.) Division 8 is hereby amended to read as follows:

**DIVISION 8. -CITIZENS UTILITY ADVISORY COMMISSION**

**Sec. 2-326. - Established.**

There is hereby established within the City of Glendale a Citizens Utility Advisory Commission whose members shall be appointed by the council of the City of Glendale.

**Sec. 2-327. - Purpose.**

- (a) The commission will provide Council with recommendations related to the impact of the City's water and solid waste management services, operations, policies, rates, fees and budgets on the well-being and quality of life of Glendale residents and businesses.
- (b) The commission may hold public meetings and hearings to obtain the input of Glendale citizens or any other interested person on any issue related to its purpose and within its jurisdiction.

**Sec. 2-328. - Members.**

- (a) The commission shall be composed of seven (7) members who shall serve without compensation. The members shall be residents of the City of Glendale.
- (b) The members of the commission shall be appointed for a term of two (2) years.
- (c) The chairperson and vice-chairperson of the commission shall be appointed by the mayor and city council from among the commission members. The term of appointment for the chairperson and vice-chairperson shall be for a period of one (1) year.
- (d) The Water Services Director shall serve as secretary and staff liaison to the commission.

**Sec. 2-329. - Meetings and rules.**

- (a) The commission shall establish and adopt such rules, regulations or bylaws as it deems necessary for the conduct of its business and performance of its duties.
- (b) The commission shall establish a set time for regular meetings, which shall be at least quarterly if there is business to conduct.
- (c) The commission will be provided with information necessary to perform its duties. Such information may include information related to the City's provision of water and solid waste management to its users and related to the City's policies, operations, budgets, fees and rates charged for such services.
- (d) A majority of the commission shall constitute a quorum and the affirmative vote of a majority of the commission members present and voting shall be required to take action.

**Sec. 2-330. - Recommendation to council.**

All recommendations forwarded by the commission to the city council and other actions of the commission must receive an affirmative vote of not less than a majority of the members present at the meeting at which an item is voted upon by the commission.

SECTION 2. This Ordinance's amendment of the Glendale City Code Chapter 2 (Administration), Article VIII (Boards, Commissions, Etc.) Division 8 shall be effective on February 24, 2017.

SECTION 3. 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.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 24th day of January, 2017.

\_\_\_\_\_  
Mayor Jerry P. Weiers

ATTEST:

\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

REVIEWED BY:

\_\_\_\_\_  
Kevin R. Phelps, City Manager