



# City of Glendale

5850 West Glendale Avenue  
Glendale, AZ 85301

## City Council Workshop Agenda

*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, May 16, 2017

1:30 PM

Council Chambers

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### Workshop

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

#### CALL TO ORDER

#### ROLL CALL

#### WORKSHOP SESSION

- [17-191](#) PROPOSED ORDINANCE TO AMEND CHAPTER 6 OF THE GLENDALE CITY CODE, CREATING ARTICLE III, SECTION 6-26 - ANIMAL CRUELTY AND NEGLECT  
Staff Contact and Presenter: Rick St. John, Police Chief  
**Attachments:** [Proposed Ordinance](#)
- [17-192](#) COUNCIL ITEM OF SPECIAL INTEREST: OVERVIEW OF 2016-2017 SIGNATURE EVENT SEASON  
Staff Contact and Presenter: Erik Strunk, Director, Public Facilities, Recreation and Special Events  
Staff Presenter: Heidi Barriga, Acting-Administrator, Special Events Division  
Staff Presenter: Stephanie Miller, Program Manager  
**Attachments:** [2016-17 Signature Event Assessment Detail Report](#)

#### CITY MANAGER'S REPORT

**This report allows the City Manager to update the City Council. The City Council may only acknowledge the contents to this report and is prohibited by state law from discussing or acting on any of the items presented by the City Manager since they are not itemized on the Council Workshop Agenda.**

## **CITY ATTORNEY'S REPORT**

**This report allows the City Attorney to update the City Council. The City Council may only acknowledge the contents to this report and is prohibited by state law from discussing or acting on any of the items presented by the City Attorney since they are not itemized on the Council Workshop Agenda.**

## **COUNCIL ITEMS OF SPECIAL INTEREST**

**Councilmembers may indicate topic(s) they would like to have discussed by the Council at a future Workshop and the reason for their interest. The Council does not discuss the new topics at the Workshop where they are introduced.**

## **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))

### **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)).**

**Confidentiality**

Arizona statute precludes any person receiving executive session information from disclosing that information except as allowed by law. A.R.S. § 38-431.03(F). Each violation of this statute is subject to a civil penalty not to exceed \$500, plus court costs and attorneys' fees. This penalty is assessed against the person who violates this statute or who knowingly aids, agrees to aid or attempts to aid another person in violating this article. The city is precluded from expending any public monies to employ or retain legal counsel to provide legal services or representation to the public body or any of its officers in any legal action commenced for violation of the statute unless the City Council takes a legal action at a properly noticed open meeting to approve of such expenditure prior to incurring any such obligation or indebtedness. A.R.S. § 38-431.07(A)(B).

### **SPECIAL ACCOMMODATIONS**

For special accommodations please contact the City Clerk's Office at 623-930-2252, Option 1, at least 3 business days prior to the meeting.

### **POSTING VERIFICATION**

This agenda was posted on 05/10/2017 at 12:00 p.m. by DRW.



## Legislation Description

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**File #: 17-191, Version: 1**

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**PROPOSED ORDINANCE TO AMEND CHAPTER 6 OF THE GLENDALE CITY CODE, CREATING ARTICLE III, SECTION 6-26 - ANIMAL CRUELTY AND NEGLECT**

Staff Contact and Presenter: Rick St. John, Police Chief

### **Purpose and Policy Guidance**

This is an opportunity for staff to provide information to Council relating to Glendale City Code, Chapter 6 (Animals), with respect to a proposed ordinance creating Article III, Section 6-26, relating to animal cruelty and neglect. Staff is seeking guidance from Council on whether to move forward with the proposed ordinance.

### **Background**

Arizona Revised Statutes (A.R.S.) §13-2910(A) addresses animal cruelty and neglect, and A.R.S. §13-4281 addresses animal seizures in cruelty and neglect cases and sets forth the process for notifications, forfeitures, bonds and hearings. While Arizona state laws address the issues, the laws are not as strong as they could be. Additionally, the state law process may be lengthy and it places the burden for costs related to animal care during the legal proceedings on cities and towns.

Under state law, animal owners accused of animal cruelty and neglect have 10 days to request a hearing, and the court has 15 days to schedule a hearing. After the hearing, the appeal process can take months, and the entire process may take up to 8 months. Meanwhile, the charges for care and treatment of the animals falls on the municipality. The City of Glendale, as well as other cities that have dealt with animal cruelty, neglect, and hoarding under existing state law continue to face enormous expense for animal care during legal proceedings. Additionally, because the involved animal(s) may not be released to the owner or offered for adoption until a resolution has been reached, the involved animal(s) may suffer ill-effects, as a lengthy stay in an unfamiliar environment can be taxing.

Although Glendale City Code Chapter 6 currently addresses several issues relating to animals within the City, e.g. vicious animals and leash law, it does not address cruelty or neglect. An ordinance that specifically addresses animal cruelty, neglect, and hoarding, along with the animal seizure and related procedure, will allow the City to more effectively deal with the issues and better manage care for the affected animals. An ordinance would also allow the City to shift the cost of care for the animals involved to the owners, instead of placing the financial burden on the City. A.R.S. §13-2910(F) authorizes cities and towns to adopt ordinances "at least as stringent as the misdemeanor provisions of this section."

### **Analysis**

The Glendale Police Department is proposing an ordinance with the following features:

- Makes animal cruelty and animal neglect a Class 1 Misdemeanor under City Code
- Provides for seizure of mistreated and neglected animals
- Requires the posting a \$500 bond, per animal, on filing for a post seizure hearing
- Shifts the financial burden for the cost of care from the City to the owner during litigation
- Provisions for expedited trial court proceedings
- Provides for expedited appeal by special action, thereby expediting final resolution of cases

The proposed ordinance is not an attempt to remove the rights of pet owners, but instead a way to improve the process for the sake of the animal(s) involved in cruelty and neglect. Staff is seeking guidance from Council on whether to move forward with the proposed ordinance.

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

The current process under A.R.S. can be cumbersome and difficult to navigate. The proposed ordinance provides for due process but streamlines the procedure and minimizes the opportunity for excessive delays, which can be challenging for the animal(s) involved. The proposed ordinance provides benefits including what's best for the animals, a cost savings for the City, and enhanced efficiency for those involved.

### Article III

#### Sec. 6-26. - Animal cruelty and neglect.

A. A person commits animal cruelty if the person does any of the following:

- (1) Intentionally, knowingly or recklessly subjects any animal under the person's custody or control to cruel neglect or abandonment.
- (2) Intentionally, knowingly or recklessly fails to provide medical attention necessary to prevent protracted suffering to any animal under the person's custody or control.
- (3) Intentionally, knowingly or recklessly inflicts unnecessary physical injury to any animal.
- (4) Recklessly subjects any animal to cruel mistreatment.
- (5) Intentionally, knowingly or recklessly kills or attempts to kill any animal under the custody or control of another person without either legal privilege or consent of the owner.
- (6) Recklessly interferes with, strikes, kills or harms a working or service animal without either legal privilege or consent of the owner.
- (7) Intentionally, knowingly or recklessly leaves an animal unattended and confined in a motor vehicle and physical injury to or death of the animal is likely to result.
- (8) Recklessly allows any dog that is under the person's custody or control to interfere with, kill or cause physical injury to a service animal.
- (9) Strikes any domestic animal with a vehicle resulting in injury to the animal, and leaves the scene without rendering aid and assistance in the care of such animal, if such action can be taken with reasonable safety. For purposes of this section, "domestic animal" shall mean an animal usually domiciled with or cared for by humans, such as a cat, dog, horse or cattle.
- (10) Intentionally or knowingly poisons or attempts to poison any domestic animal. For purposes of this section, "poison" or "attempt to poison" includes the act of placing food, water, or lure of another sort which contains poison or contains health threatening foreign objects, such as glass or metal, in a location where any animal may be attracted to it.
- (11) Intentionally, knowingly or recklessly uses a baited trap or mechanical device to capture an animal, causing it injury or death.

B. It is not a defense to subsection A of this section if:

- (1) The animal was trespassing on property owned or controlled by the person alleged to have violated this section.
- (2) The animal was not restrained in compliance with any leash law, including Section 6-6.
- (3) The person alleged to have violated this section did not know that the animal was under the custody or control of another person.

C. Neglect. The purpose of this subsection is to guarantee that animals under human custody or control are housed in healthy environments and are provided with proper food, water, shelter, medical care, exercise space and ventilation. Any person owning or having care, control or custody of any animal shall provide:

- (1) That the animal receives daily, food that is free from contamination and is of sufficient quantity and nutritive value to maintain the animal in good health;
- (2) That potable water is accessible to the animal at all times, either free-flowing or in a clean receptacle;

- (3) That, except for livestock, all animals have convenient access to natural or artificial shelter throughout the year. Any such artificial shelter shall be structurally sound and maintained in good repair to protect the animal from injury and from the elements, and of sufficient size to permit the animal to enter, stand, turn around and lie down in a natural manner. Any shelter which does not protect the animal from temperature extremes or precipitation, or which does not provide adequate ventilation or drainage, shall not comply with this section. Any shelter, all bedding and any spaces accessible to the animal shall be maintained in a manner which minimizes the risk of the animal contracting disease, being injured, or becoming infested with parasites;
- (4) That the animal receives care and medical treatment for debilitating injuries, parasites and diseases, sufficient to maintain the animal in good health and minimize suffering;
- (5) That the animal is given adequate exercise space within an enclosure that shall be constructed of material, and in a manner, to minimize the risk of injury to the animal, and shall encompass sufficient usable space to keep the animal in good condition. With the exception of temporary tethering of horses, the use of tie-outs such as chains, leashes, wires, cables, ropes, or similar restraining devices for the purpose of animal confinement is hereby prohibited.
- (6) That the animal has access to adequate ventilation and is protected from temperature extremes at all times. In this connection, it is unlawful for any person to keep any animal in a vehicle or other enclosed space in which the temperature is either so high or so low, or the ventilation is so inadequate, as to endanger the animal's life or health. Any peace officer or Animal Care officer is authorized to use whatever force is reasonable and necessary to remove any animal from a vehicle or other enclosed space whenever it appears that the animal's life or health is endangered by extreme temperatures or lack of ventilation within the vehicle or other enclosed space.

No peace officer or Animal Care officer shall be liable for damages to property caused by the use of reasonable force to remove an animal from such a vehicle or other enclosed space under such circumstances.

- C. Subsection B paragraphs 1 and 2 of this section may be waived by any peace officer or an Animal Care officer if dictated by treatment under the direction of a licensed veterinarian.
- D. Any person violating the provisions of this section shall be guilty of a Class 1 misdemeanor.
- E. Penalties. A violation of any provision of this section is punishable by a fine of not less than one hundred dollars nor more than two thousand five hundred dollars, six months in jail, three years probation, or any combination thereof. No judge may grant probation in lieu of, or otherwise suspend, the imposition of the minimum fine prescribed herein. The judge may order that the owner shall not be permitted to own or control any animal for a period of up to three years, and the judge may order that the animal(s) which are the subject of this action be forfeited to the Arizona Humane Society or other suitable agency to be placed by adoption in a suitable home or humanely destroyed. The court also shall order the convicted person to make restitution to the City or to any person, agency, or volunteer who has contracted with the City to care for an animal that is seized and impounded pursuant to this or other provisions of this section for the cost of care for the animal incurred from the time of seizure or impoundment to the time of conviction. This shall not be construed to affect, in any way, the imposition of any mandatory minimum penalties provided herein.

F. In this section, unless the context otherwise requires:

1. "Animal" means a mammal, bird, reptile or amphibian, but excludes rodents, which may be controlled as otherwise allowed by the law of the State of Arizona. The exclusion of rodents from the definition of animal shall not apply to rodents classified as fur-bearing animals as defined in section 17-101, Arizona Revised Statutes, or to any particular rodent known by the person alleged to have violated this section to be kept as a pet or any rodent clearly marked and denominated as being a pet, such as rodents wearing collars or harnesses.

2. "Cost of care" means any expense related to the care and treatment of a seized or forfeited animal, including but not limited to housing, feeding, and veterinary care.

3. "Owner" means a person who has an interest in an animal, whether legal or equitable. A person who holds an animal for the benefit of or as an agent for another is not an owner. An owner with power to convey an animal binds other owners, and a spouse binds his or her spouse, by his or her act or omission.

**Sec. 6-27. Seizure of animals subjected to cruelty and or neglect; cost of care.**

A. An animal subject to forfeiture under Section 6-26 may be seized:

1. By a Peace Officer on process issued pursuant to the provisions of title 13, Arizona Revised Statutes, including a search warrant.

2. By a Peace Officer upon reasonable grounds to believe that very prompt action is required to protect the health or safety of the animal or the health or safety of other animals. When a Peace Officer determines that prompt action is required under this paragraph, the officer shall immediately seize the animal and the Police Department and the Court shall comply with the post-seizure hearing requirements of Section 6-28.

B. In all cases where there is not a prior judicial determination of probable cause and the need for immediate seizure is not present as provided in paragraph A (2) above, the Police Department shall provide the owner or keeper of the animal with the opportunity for a hearing pursuant to Section 6-28 before any seizure or impoundment of the animal.

C. Nothing in this section shall be construed to prohibit the City, after seizure of an animal by a Peace Officer, from taking possession of and keeping the animal when the City deems the animal to be of evidentiary value in any criminal prosecution relating to the condition of the animal. If the City intends to take possession of and retain an animal as evidence in any criminal prosecution, the City shall promptly provide written notice to the Police Department.

D. The City may contract with any person or agency, including volunteers, to care for an animal that is seized and impounded for evidentiary purposes or pursuant to other provisions of this section.

E. The City shall be responsible for the cost of care incurred for a seized or impounded animal, if any of the following occur:

1. The City causes the animal to be seized or held for evidentiary purposes.

2. The Court determines in a post-seizure hearing held under Section 6-28, that the seizing officer did not have reasonable grounds to believe very prompt action, including seizure of the animal, was required to protect the health or safety of the animal or the health or safety of other animals.

3. The owner's interest in the animal is not forfeited pursuant to Section 6-26 or 6-28.

F. Except as provided in subsection E, the owner of an animal properly seized and impounded under this section is liable for the actual cost of care for the animal. Unless the seizure or impoundment of an animal is for evidentiary purposes, supported by a written notice of intent as required by subsection C, or the Court determines at a post-seizure hearing that the seizure or impoundment was not justified, the owner shall post with the Court a bond in the form of cash or a surety's undertaking to defray some of the cost of care for the animal. The bond shall be in the amount of five hundred dollars per animal seized or impounded. The owner shall post the bond within ten days of the date of the notice provided under Section 6-28 (A) (1) or within five days after the conclusion of the pre-seizure or post-seizure hearing,



whichever is later, excluding weekends and City holidays. If the owner fails to post the bond within the specified time, the owner shall be deemed to have abandoned the animal. The City may dispose of the abandoned animal as authorized in this Ordinance.

G. Upon forfeiture of an animal, the Court shall forfeit the bond to pay the cost of care incurred for the animal. If the bond exceeds cost of care, the Court shall exonerate the bond amount and order the security returned to the owner only to the extent the bond exceeds the cost of care incurred for the animal. If at the conclusion of the case, the animal is not forfeited under Section 6-26 or Section 6-28 the Court shall order the bond exonerated and the security returned to the owner minus cost of care incurred for the animal.

#### **Sec. 6-28. Pre-seizure and post-seizure hearings.**

A. Whenever a Peace Officer under Section 6-27 (A) (2) seizes or impounds an animal based on a reasonable belief that very prompt action is required to protect the health or safety of the animal or the health or safety of other animals, the owner or keeper of the animal, may request a post-seizure hearing to determine the validity of the seizure or impoundment, or both. The burden of proof in the seizure hearing pursuant to this article will be by a preponderance of the evidence. The formal rules of evidence will not be applied and reliable hearsay may be admissible. The post-seizure hearing shall be commenced as follows.

1. The Police Department or the City, prior to the commencement of any criminal proceedings authorized under Section 6-26 and within seventy - two hours, excluding weekends and City holidays, of the seizure or impoundment, shall cause a notice to be affixed to a conspicuous place where the animal was situated or personally deliver a notice of the seizure or impoundment, or both, to the owner or keeper, if known or ascertainable after reasonable investigation. The notice shall include all of the following:

- a. The name, business address, and telephone number of the person providing the notice.
- b. A description of the animal(s) seized, including any identification upon the animal(s).
- c. The authority and purpose for the seizure, or impoundment, including the time, place, and circumstances under which the animal was seized.
- d. A statement that, in order to receive a post-seizure hearing, the owner or person authorized to keep the animal, or his or her agent, shall request the hearing by signing and returning to the court an enclosed declaration of ownership or right to keep the animal within ten days, including weekends and City holidays, of the date of the notice. The declaration may be returned by personal delivery or by mail. The declaration will be deemed received at the time it is personally served or, if mailed, upon receipt.
- e. A statement that the owner is responsible for the cost of care for an animal that was properly seized and impounded to protect the health or safety of the animal or the health or safety of other animals.
- f. A statement that the owner is required to post a bond with the court to defray the cost of care for an animal that has been properly seized and impounded to protect the health or safety of the animal or the health or safety of other animals.
- g. A warning that if the owner fails to post the bond within ten days of the seizure or five days after the conclusion of the post-seizure hearing, whichever is later, excluding weekends and City holidays, the animal will be deemed abandoned and disposed of by the City.

2. The Court shall conduct the post-seizure hearing within five days of the Court's receipt of the request, excluding weekends and City holidays.

3. Failure of the owner or keeper, or the owner's or keeper's agent, to request or to attend a scheduled hearing shall result in default and a forfeiture of any right to a post-seizure hearing.

B. Where there is not a prior judicial determination of probable cause and the need for immediate seizure under Section 6-27 (A)(2) is not present, the owner or keeper of an animal may request a hearing prior to any seizure or impoundment of the animal. The owner or keeper shall produce the animal at the time of the hearing unless, prior to the hearing, the owner or keeper has made arrangements with the Police Department to view the animal upon request of the Police Department, or unless the owner or keeper can provide verification that the animal has been humanely destroyed by a licensed veterinarian, Animal Control Agency or Animal Welfare Organization. The pre-seizure hearing shall be commenced as follows.

1. The Police Department or the City Prosecutor, prior to the commencement of any criminal proceedings authorized under Section 6-26, shall cause a notice to be affixed to a conspicuous place where the animal was situated or personally deliver a notice to the owner or keeper, if known or ascertainable after reasonable investigation, stating the grounds for believing the animal should be seized to protect the health or safety of the animal or the health or safety of other animals. The notice shall include all of the following:

- a. The name, business address, and telephone number of the person providing the notice.
- b. A description of the animal to be seized, including any identification upon the animal.
- c. The authority and purpose for the possible seizure or impoundment.
- d. A statement that, in order to receive a pre-seizure hearing, the owner or person authorized to keep the animal(s), or the owner's or keeper's agent, shall request the hearing by signing and returning to the court an enclosed declaration of ownership or right to keep the animal(s) within two days, excluding weekends and City holidays, of the date of the notice.
- e. A statement that the owner is responsible for the cost of care for an animal that is properly seized and impounded to protect the health or safety of the animal or the health or safety of other animals.
- f. A statement that the owner is required to post with the court a bond to defray the cost of care for an animal that has been properly seized and impounded to protect the health or safety of the animal or the health or safety of other animals.
- g. A warning that if the owner fails to post the bond within five days of the seizure, excluding weekends and City holidays, the animal will be deemed abandoned and disposed of by the City.

2. The Court shall conduct the pre-seizure hearing within forty-eight hours of the Court's receipt of the request, excluding weekends and City holidays.

3. Failure of the owner or keeper, or the owner's or keeper's agent, to request or to attend a scheduled hearing shall result in a forfeiture of any right to a pre-seizure hearing.

4. The court, after the hearing, may affirm or deny the owner's or keeper's right to custody of the animal and, if reasonable grounds are established, may order the seizure or impoundment of the animal for care and treatment.

C. In the event of an acquittal or final discharge without conviction of a person who was charged under Section 6-26 or animals have not been forfeited pursuant to Sec. 6-27, the Court shall, upon demand, direct the release of seized or impounded animals that have not been forfeited upon a showing of proof of ownership. Any questions regarding ownership shall be determined in a separate hearing by the Court and the Court shall hear testimony from any persons who may assist the Court in determining ownership.

of the animal. If the owner is determined to be unknown or the owner is prohibited or unable to retain possession of the animal for any reason, the Court shall order the animal released to the appropriate public agency for lawful disposition. This subsection shall not be construed to cause the release of an animal seized or impounded pursuant to any other local, State or Federal law or regulation. The Court shall, upon demand, forfeit the bond to pay the cost of care incurred for the animal. If the bond amount exceeds cost of care, the Court shall exonerate the bond amount and order the security returned to the owner only to the extent the bond exceeds the cost of care incurred for the animal.

D. A person who violates subsection B by failing to produce the animal at the time of the hearing, make arrangements with and allow the Police Department to view the animal upon request, or provide verification that the animal has been humanely destroyed is guilty of a Class 1 misdemeanor.

#### **Sec. 6-29 Disposition of seized or impounded animals.**

A. A Peace Officer who has seized or impounded an animal pursuant to Section 6-26 or Section 6-27, on a showing of probable cause that the animal has been cruelly mistreated as defined in Section 6-226 (A) or neglected as defined in Section 6-26 (B), may request a disposition hearing before a City Judge to determine whether the animal has suffered cruelty or neglect as defined in this section. The hearing shall be set within five business days after the request has been filed.

B. The Peace Officer who has requested a hearing under subsection A of this section shall cause a notice to be affixed to a conspicuous place at the owner's residence. If the owner fails to appear at the hearing or if the City Judge determines by a preponderance of the evidence that the animal has been cruelly mistreated or cruelly neglected, the City Judge may order the animal forfeited to the officer or any person or agency, including volunteers, contracted with the City to care for an animal that is seized and impounded pursuant to other provisions of this section, or humanely destroyed. The owner shall pay cost of care. The hearing shall be recorded.

C. The procedures and remedies provided for in this section shall neither require nor preclude other enforcement action on the same facts, including a criminal prosecution of the owner. The procedures and remedies provided for in this chapter are remedial and not punitive and are not precluded by an acquittal or conviction in a criminal proceeding. This section shall not be construed as precluding the destruction of any animal if destruction is otherwise authorized by law, nor shall anything in this section be construed as precluding the spaying or neutering of any animal. If any provision of this section is in conflict with any other provisions of this Code, the provisions of this section shall be controlling.

D. Appeal by either party of the decision of the City Judge shall be by way of special action to the Superior Court on the record of the hearing. The appealing party shall bear the cost of preparing the record of the hearing on appeal. No appeal shall be taken later than five days after the decision, excluding weekends and City holidays.



## Legislation Description

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**File #: 17-192, Version: 1**

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### **COUNCIL ITEM OF SPECIAL INTEREST: OVERVIEW OF 2016-2017 SIGNATURE EVENT SEASON**

Staff Contact and Presenter: Erik Strunk, Director, Public Facilities, Recreation and Special Events

Staff Presenter: Heidi Barriga, Acting-Administrator, Special Events Division

Staff Presenter: Stephanie Miller, Program Manager

### **Purpose and Recommended Action**

This item is follow up to a Council Item of Special Interest (CIOSI) by Vice Mayor Hugh to provide an overview of the recently completed 2016-17 Signature Events season.

### **Background**

At the December 20, 2016 City Council Workshop meeting, Vice Mayor Hugh requested an overview of the City's 2016-17 Signature Events season. The 2016-17 season started on November 25, 2016 with the "Glendale Glitters" event and concluded on Sunday, February 5, 2017 with the "Chocolate Affaire." It represented the 23<sup>rd</sup> year of this initiative and these free events have greatly contributed to downtown Glendale's regional and national reputation as the place "to be" during the holiday season in Valley.

With a mission to promote and brand downtown Glendale as a destination, attract new visitors and potential shoppers to the area, and fostering community pride among residents, it is estimated that approximately 350,000 persons visited one or more of Glendale's signature events this festival season. To this end, the four-person Special Events staff planned, coordinated and implemented six major public events in downtown Glendale, that included "Glendale Glitters," "Winter Wonderland Weekend," "Jingle Bell Rockin' Nights," "Spirit of Giving Weekend," "Glitter and Glow," and the "Chocolate Affaire".

The Special Events Division has a total annual operating budget of \$1.218 million. Of this amount, approximately \$566,900 in direct funding is budgeted for each of the major signature festival season events. The primary use of these funds was used for items such as traffic control, marketing and promotion, expenses for needed services by other City departments (i.e. - sanitation, public safety, etc.) and equipment rental such as generators, tents, parking and security, lighting, staging, walkie-talkies, signage, shuttle busses for the parking area, etc. The balance of funds (\$651,400) was used for activities and items such as city-wide special events (i.e.- Summer Band, Touch-a-Truck, Folk and Heritage Festival, Spring Venture, Surviving the Summer, Movies in the Park, etc.), staff salaries, and general office operating expenses. It is important to note that of the \$566,900 in direct city funding for the Signature Events, approximately \$423,946 (74.7%) was offset by revenue derived from vendor fees, sponsorship revenue, parking and beverage revenue.

As an important part of the 2016-17 season, the Special Events team undertook a community survey of patrons, vendors, suppliers, and residents, to determine how to better the event for the upcoming year. This overview will provide insight into the results of this survey and action items that the Special Events staff will

be working to implement in time for the upcoming 2017-18 Special Events Season.

### **Analysis**

Based on the results of the survey and public feedback, several steps are being taken to improve the 2017-18 Special Events Season. Among those include:

1. Implementing a selection preference for vendor selection: 1) Glendale-based vendors; 2) vendors based in the West Valley; 3) vendors based in Maricopa County; 4) Arizona; and, 5) all others.
2. All merchants within the event footprint will be reminded of the option to vend immediately outside of their storefront via a mechanism called “extension of premise”.
3. The \$25 special events application and processing fee will be waived for any Glendale-based business that wishes to apply and be considered for vending at one or more signature events.
4. In addition to Special Events staff, the vendor selection committee will be expanded to include at least one representative from the Glendale Chamber of Commerce, the City’s Office of Economic Development, and the Glendale Parks and Recreation Commission.
5. For local businesses that desire the opportunity to vend during the Signature Events Season but are not interested in doing so at the major events, the City will set-up four vending tents in Murphy Park during the Sunday - Wednesday portion of the event season.
6. The number of vendors in Murphy Park will be reduced. The goal will be to lessen congestion within the Murphy Park area, allowing patrons to better enjoy the light display.
7. Eliminate/reduce the number of park barricades around Murphy Park. Staff is considering options that would provide additional relief to observed congestion around Murphy Park and Glenn Drive. The would primarily consist of opening-up the area for more pedestrian foot traffic and the relocation of vendors along 58<sup>th</sup> Avenue.
8. Staff will endeavor to install potential entrance lights near 57th Drive and Grand Avenue. In doing so, the purpose will be to establish a new lighting footprint at this location highlight this section of downtown Glendale and establish and celebrate a new, downtown entry-point during the festival season.
9. To enhance the “festival feel” of the immediate Murphy Park area, staff will work with local property owners to possibly light the buildings between 59th Avenue and 58th Avenue and on 58th Avenue between Glendale and Glenn. Staff is also considering lighting City Hall, the Council Chambers and Velma Teague Library. The possibility of lighting is subject to cost estimates and permission from the affected merchants.
10. In the past, lighted trees within the event footprint have been lighted with a mix of green or white lights, depending on the area. In FY 17-18, all downtown tree lights will be white to delineate the downtown street area, except for Murphy Park. The park will continue to be the mainstay of unique,

colorful and interactive lighting.

11. To achieve a clean, uniform look of the event space, staff is developing cost estimates for uniform tents, including those located in premiere spots and for non-event night community tents. This concept was employed years ago and it resulted in a “clean” look.
12. During the FY 16-17 Signature Event Season, unauthorized vendors in and around the event footprint became an issue. Staff is working to explore an event “clean zone” type concept that will only allow permitted vendors, in addition to improved coordination of enforcement efforts, as appropriate.
13. There are approximately 40 days in each Signature Event Season. Of these, approximately 10 are used for Signature Events; while the remaining 30 nights feature the Glendale Glitters holiday lights. Under this concept, qualified community groups will be asked to apply to use the Rodgers Amphitheater -free of charge - to provide free entertainment to the approximately 1,000 persons who visit Murphy Park on a nightly basis during the Sunday - Wednesday time frame.
14. In conjunction with the CVB, the Special Events Division will work to better integrate its web presence with that of the CVB so that cross-promotion can take place on a national and international scale. In addition, staff hopes to develop a Signature Event application for visitors so that event schedules, vendor locations, festival amenities, contact information and special lighting displays, can be better highlighted, promoted and viewed in “real time.”

### **Budget and Financial Impacts**

The proposed festival enhancements would be implemented with no additional funds. They would be funded with monies in the approved FY 17-18 Special Events Division budget.

### **Summary**

In FY 2016-2017, the Signature Festival Events accomplished its mission of promoting downtown Glendale, attracting new visitors to the area and fostering community pride among residents. In anticipation of the FY 2017-2018 season, the Special Events staff will work to explore and implement a variety of concepts for next year. These items and the survey results were explored and discussed with the Parks and Recreation Advisory Commission at its March 2017 meeting. In addition, the Special Events Division will again conduct another annual survey to identify potential changes to further enhance Glendale’s Signature Festival Events.

# City of Glendale

## 2016-2017 Signature Event Report

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# 2016-2017 Signature Event Report

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## **Mission**

The mission of the Signature Festival Events season is to promote and brand downtown Glendale as a destination and attract new visitors and potential shoppers to the area, while fostering community pride among residents. To accomplish this, the Office of Special Events planned, coordinated and implemented the “2016-17 Glendale Signature Festival Season”, which consisted of six, free, public events in downtown Glendale: “Glendale Glitters”, “Winter Wonderland Weekend,” “Jingle Bell Rockin’ Nights”, “Spirit of Giving Weekend”, “Glitter and Glow” and the “Chocolate Affaire”. The 2016-17 event season was the 23<sup>rd</sup> such season for “Glendale Glitters”.

## **Re-Organization**

In July 2016, the Special Events Division was combined with three other City divisions (the Convention and Visitors Bureau, Parks and Recreation and the Civic Center) to form the new “Public Facilities, Recreation and Special Events” Department. The purpose of this re-alignment was to better capitalize and leverage additional resources previously not available to these areas of the City. For example, the Office of Special Events was moved from the sub-basement of City Hall, to space available at the Civic Center Annex, which resulted in a more visible and accessible presence in downtown Glendale during the Signature Event Season and has provided easier access by vendors and event participants with the Special Events staff during non-City Hall hours. Likewise, additional vendor enforcement was provided by the Park Ranger staff in Murphy Park to help assist with illegal use of the park for sales and unauthorized performances, while the international and national marketing arm of the Convention and Visitors Bureau was used to promote and encourage tourist related attendance via social media and print ads during the Signature Festival Event series (in fact, it had approximately 300,179 internet impressions with regard to the 2016-17 Signature Events Season).

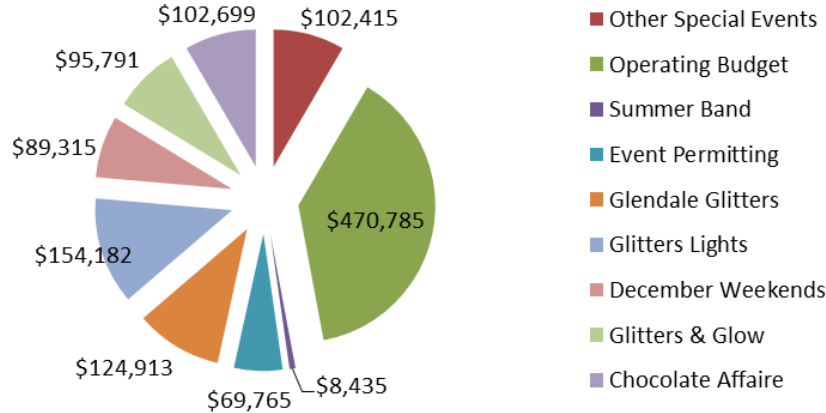
## **Budget and Staffing**

The Office of Special Events consists of four, full-time employees and has a total annual operating budget of \$1.218 million. Of this amount, approximately \$566,900 in direct funding is budgeted for each of the major signature festival season events. The primary use of these funds was used for items such as traffic control, marketing and promotion, related staff expenses as charged by other City departments, and equipment rental such as generators, tents, parking and security, lighting, staging, walkie-talkies, signage, shuttle busses for the parking area, etc.

The balance of funds (\$651,400) was used for other items such as city-wide special events (i.e.- Summer Band, Touch a Truck, Folk and Heritage Festival, Spring Venture, Surviving the Summer, Movies in the Park, etc.), staff salaries, the administration of the Special Events Office and office operating expenses. It is important to note that of the \$566,900 in direct city funding for the Signature Events, approximately \$423,946 (74.7%) was offset by revenue derived from vendor fees, sponsorship revenue, parking and beverage revenue. This is a slight reduction (4.26%) from the FY 15-16 total revenue figure of \$442,789.



## 2016-17 Special Events Budget



## 2016 Industry Recognition

Prior to the 2016-17 Signature Event Season, the staff of the Special Events Division received special industry recognition by winning four awards for outstanding work in various areas of the Arizona festival and events industry. The awards are called the AzTEC Awards which stands for “Arizona Talent in Event Concepts”. This organization recognizes the best in local recreation and event professionals and organizations throughout the state. These awards were presented for the 2015-16 season, for events with attendance over 20,000. As a result, the City received the following recognition:

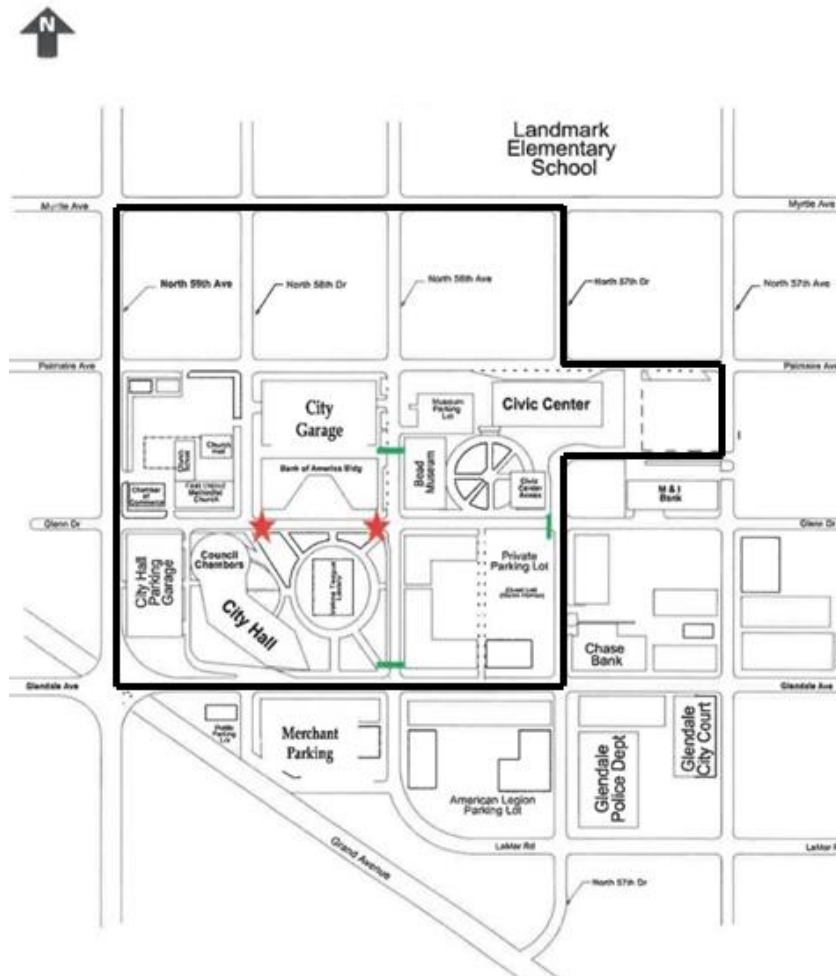
- Gold – Best Charity/Fundraiser for Spirit of Giving Weekend with Glendale Fire Charities
- Gold – Best Merchandise for Sale for Chocolate Affaire
- Silver - Best Event Program for Glitter & Glow Block Party

The division was also honored with six additional awards for outstanding work from the festival industry’s top professional organization, the International Festival and Events Association (IFEA), for excellence in event production. The following awards were given for the 2015-16 event season, for events with a budget under \$250,000:

- Silver – In the category of “Best TV Promotion” (As spot or PSA) for Glendale Glitters
- Silver – In the category of “Best Full Length TV Program” (Local Programming) for Glendale Glitters
- Silver – In the category of “Best Pin or Button” for 50<sup>th</sup> Anniversary Glendale Summer Band Collectible Pin
- Silver – In the category of “Best Event/Program within an Event to Benefit a Cause” for Glendale Spirit of Giving Weekend with Glendale Fire Charities
- Silver – In the category of “Best Press/Media Kit” for Glendale Chocolate Affaire
- Bronze – In the category of “Best Event Invitation” for Madonna Concert – Sponsor/Partner ‘Thank You’ event

## Signature Event Footprint

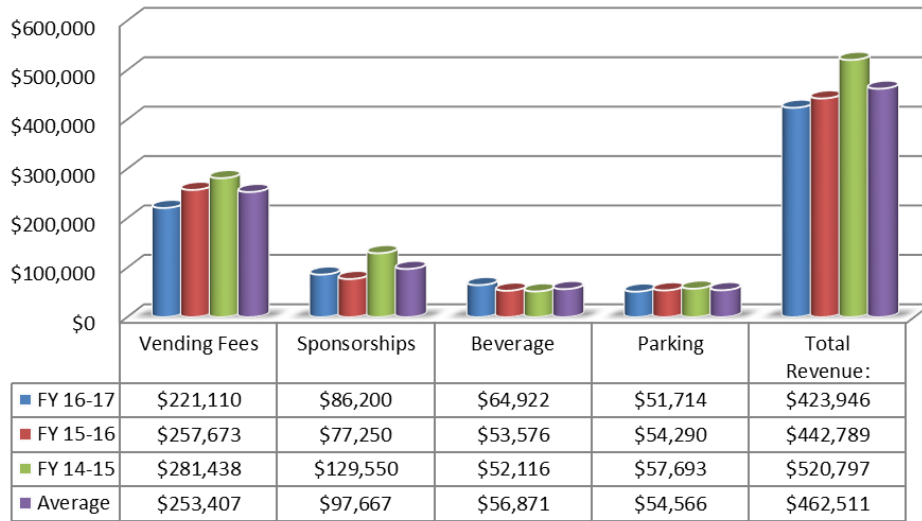
Throughout the 2016-17 Signature Event season, the event footprint was confined to the general area of 59<sup>th</sup> Avenue – 57<sup>th</sup> Drive, bounded by Myrtle to the north, and Glendale Avenue to the south. This area encompassed approximately 71 downtown businesses, City Hall, the Civic Center, the Public Safety Building, Bank of America, the Velma Teague Library, Murphy Park, the Public Safety Memorial Plaza, and 3 blocks in residential/business Catlin Court area. Although not within the formal footprint, it also included the city-owned parking lots located on the northeast and southwest corners of 59<sup>th</sup> Avenue and Myrtle Avenues. The lighting of the downtown area included a slightly larger area that stretched from 59<sup>th</sup> Avenue – 56<sup>th</sup> Avenues, Myrtle – Lamar.



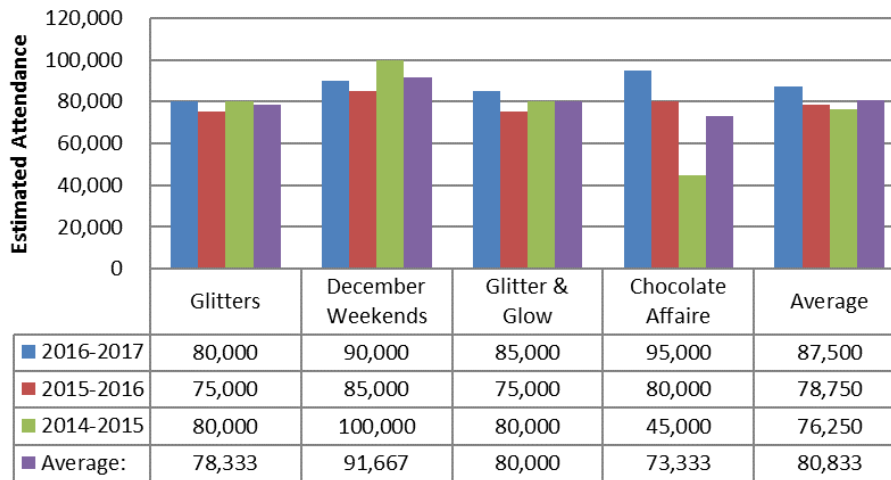
## Signature Event Season Highlights

The 2016-17 festival season lasted approximately 40 days (from November 25, 2016 – January 6, 2017, and February 4-5). It is estimated that approximately 350,000 persons (a 10% increase over the previous year) attended the various events during this time-period and purchased goods from 259 participating event vendors. Several local merchant establishments report setting all time sales records on one or more of the festival days.

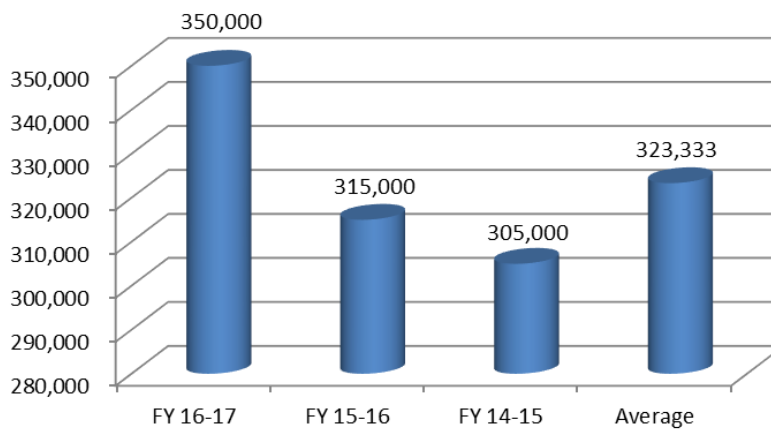
### 3-Year Analysis of Signature Event Revenue



### Event Attendance



### Estimated Patronage



## **Glendale Glitters**

It is estimated 80,000 persons attended this two-day event, which generated \$102,796 in revenue. Among the highlights include:

- The event incorporated an 18' high “walk-through” holiday ornament which entertained tens of thousands and was heavily profiled on social media via SnapChat and Facebook as well as thousands of selfies! In fact, T-Mobile erected a “major event” portable cell tower south of the downtown to keep up with the increase in smart phone and social media traffic compared to the previous year.
- The “Kids Snowfield” was moved to the center of 58<sup>th</sup> Drive north of Paltaire and special lighting was added to encourage connectivity from Murphy Park patrons to the Catlin Court area.
- All holiday lights were 100% LED for only the third time in Glitters’ history. They were more vibrant, had a greater variety of colors and used one-tenth of the energy needed from incandescent lights.
- New light projectors were added to the Glitters lighting inventory, and with that provided colorized washes on the City Hall façade (moving snowflakes 50’ high and over 150’ wide).
- New holiday lighting design included RGB programmable lights on all Bank of America palm trees and a number of “double-wrapped” trees in Murphy Park.
- Overall, attendance is estimated to have increased by 5,000 over the previous year.

## **December Holiday Weekends**

For these three events (“Winter Wonderland Weekend”, “Jingle Bell Rockin’ Nights”, and “Spirit of Giving Weekend”) it is estimated 90,000 persons attended and \$136,164 in revenue was generated. These events are designed to focus more on the lights and ambiance of the holiday light season and do not have the same level of intensity with respect to programing and street closures (primarily, Glendale Avenue and 58<sup>th</sup> Avenue and Catlin Court). Among the highlights include:

- Strong TV and radio marketing with our new 3TV partner and our CBS radio partners (KOOL, KMLE and Live 101.5) as well as a much more aggressive social media activation effort garnered healthy attendance levels for the three weekends. In addition, mild weather contributed healthy retail sales as reported by many of the merchants in the downtown area as well as participating festival vendors.
- The 50/50 fundraising raffle with Glendale Fire Charities raised \$884.00 in 2016.
- A larger snowfield for Winter Wonderland was provided to encourage a more family oriented theme.
- It is estimated that approximately 90,000 persons attended these events, which stretched over a three-weekend time frame in December.

## **Glendale Glitter & Glow Block Party**

This event was held over the first weekend of January 2017, and it is traditionally known as the final weekend of the holiday festival season as it is the “last night to see the lights”. Much in the same custom as the kick-off event (Glendale Glitters), this is a major event that involved the closure of Glendale Avenue, music and interactive entertainment. Among the highlights include:

- The City hosted 25 hot-air balloons this year which is the highest number booked in recent years.
- The band line-up was exceptional with a strong combination of new and old music from funk and pop to country and rock and bands from as far away as Las Vegas.
- The Civic Center worked with its caterer to activate the wedding patio with live music, food and their own liquor sales. Barrio Latino performed and the initiative was so successful that the additional Civic Center programming will be programmed in the future to complement the downtown signature event experiences.
- Carnival rides were activated near the Catlin Court area to encourage festival goers to visit the entire event footprint.
- It is estimated that the Glitter and Glow Block Party hosted approximately 85,000 visitors, which is approximately 10,000 more than the previous year.

## **Glendale Chocolate Affaire**

The primary purpose of the Chocolate Affaire evolved from the City's interest in promoting Cerreta Chocolate Company and to create a new, valley-wide event in celebration of Valentine's Day. In keeping with the mission of the City's Signature Events, the Chocolate Affaire has remained a unique Valley-wide event that drew an estimated 95,000 visitors over the February 2-5, 2017 weekend. Among the highlights include:

- Several reports of all-time sales records were set during Chocolate Affaire as reported by merchants such as the Astrology Store, Cerreta Chocolate Company, Papa Ed's and Bears 'N' More.
- The Sixth Annual Plein Air event, sponsored by the Glendale Public Art Program, was again an important element for the demographic it brought to the event and the great level of participation from Mayor and Council. This "event within an event" again awarded thousands of dollars in prize money to the winning artists with the winning artwork going into the city's permanent collection!
- The "romance" side of our Chocolate "Affaire" brought in the most Romance Novelists ever with 66 authors signing autographs, meeting fans and in some cases teaching writing seminars in the Civic Center Annex.
- The Office of Special Events partnered with Parks and Cerreta to sell "S'mores On a Stick" as a fundraising vehicle for the Youth Scholarship Fund. Cerreta donated the S'mores and fundraising candy bars were also provided at wholesale and over \$2,000 was raised for the Parks and Recreation Youth Scholarship Program.

## **Vendor Selection**

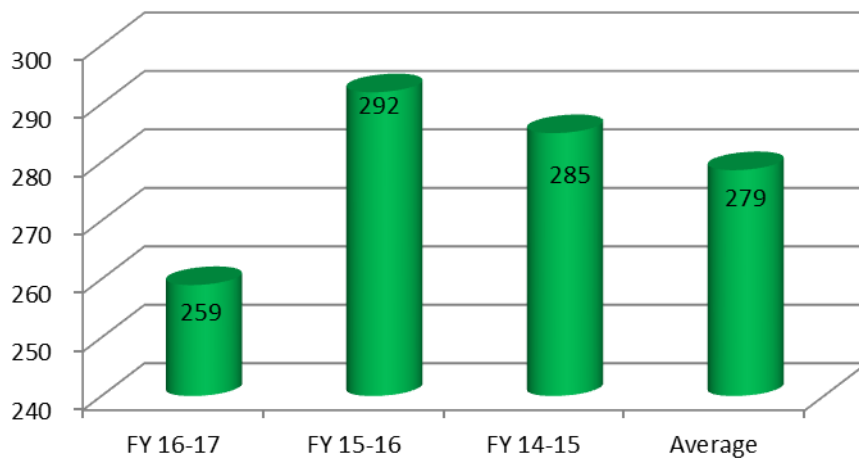
Throughout the 2016-17 Signature Events Season, concern was raised over the selection process as related to Glendale-based event vendors. Vendors for the City's signature events are selected based on a series of criteria that range from the quality of product, the ability to meet expected sales volumes, the type of product sold, their requested footprint and location, previous experience in large festivals, and overall adherence to festival rules and regulations (i.e. – all permitting, inspections and tax and license requirements, etc.).

Each year beginning in June, all previous vendors are sent notification of the opportunity to vend, the City's website posts the opportunity and notification of the opportunity is also placed on the largest known national website for vendors ([www.fairsandfestivals.net](http://www.fairsandfestivals.net)). An internal staff team

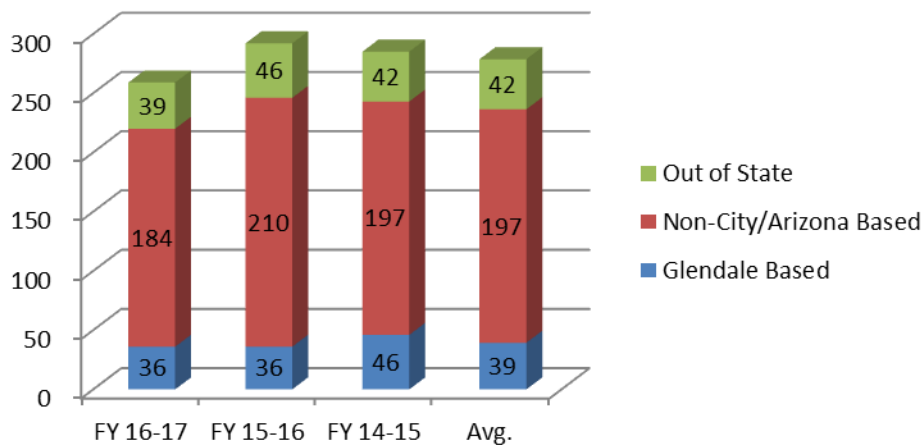
reviews all vendor applications and based on event-need and established criteria, select and slot vendors as appropriate. Those that are based in Glendale are given first consideration. If they are unable to meet the published selection criteria, they are not selected and the opportunity to vend is provided to a qualified applicant who may or may not be based in Arizona. This process is a best practice and used by all other major event producers.

A comprehensive three-year analysis of vendors selected for the City Signature Events was conducted and shows the following:

### Total Number of Accepted Vendors



### Vendors by Residency



The City and the Special Events Division want to provide every opportunity possible for Glendale-based vendors to participate in our signature events and will take several steps in anticipation of the 2017-2018 season to encourage local, Glendale-based vendors to participate. Specifically:

1. Provided all established selection criteria are met, the Special Events Division will implement the following selection preference for vendor selection: 1) Glendale-based vendors; 2) vendors based in the West Valley; 3) vendors based in Maricopa County; 4) Arizona; and, 5) all others.

2. All merchants within the event footprint will be reminded of the option to vend immediately outside of their storefront via a mechanism called “extension of premise”. This is currently permitted in the centerline overlay during events.
3. The \$25 special events application and processing fee will be waived for any Glendale-based business that wishes to apply and be considered for vending at one or more signature events.
4. In addition to Special Events staff, the vendor selection committee will be expanded to include at least one representative from the Glendale Chamber of Commerce, the City’s Office of Economic Development, and the Glendale Parks and Recreation Commission.
5. For local businesses that desire the opportunity to vend during the Signature Events Season but are not interested in doing so at the major events, the City will set-up four vending tents in Murphy Park during the Sunday – Wednesday portion of the event season. Two of these tents will be made available to any signature event footprint merchant and two will be made available to any other Glendale-based business. There will be no charge for this opportunity and is designed to be a small business development opportunity for eligible, Glendale-based businesses.

## **2017 Survey**

To collect community feedback regarding the 2016-17 Signature Events season, an electronic survey was created to encourage residents, visitors and vendors to provide feedback on their event experience. The survey was available on the City of Glendale’s Signature Events webpage from January 13, 2017 through February 3, 2017, and was sent via email to Signature Events vendors and Glendale-based businesses. 101 responses were collected and represented feedback from Glendale residents, visitors, vendors and Glendale-based business owners. It was not designed to be a statistically valid survey.

Most residents provided a favorable review of the Signature Events, providing 7, 8, 9 and 10 out of 10 rankings of the various events. 69% of resident respondents said they would come back to another Glendale event. Some residents indicated that they loved the energy and excitement of the family events, while others expressed concern that the events had gotten too crowded and lacked a hometown feel. Overall, resident respondents have consistently attended Signature Events since 2007, with higher levels of attendance in 2015 and 2016.

Of the vendor responses, most indicated they had participated in previous festivals that went as far back as before 2007. Vendor respondents overwhelmingly ranked the events with a 9 or 10 out of 10 ranking and provided both positive and constructive comments. For vendors and/or Glendale-based businesses that wanted additional follow-up and/or conversation, Special Events staff engaged with additional dialogue after the survey closed.

Residents, visitors, vendors and Glendale-based businesses provided additional comments on how they believe the events could be improved. The Special Events staff reviewed these suggestions and is considering how they can incorporate some of them into future upcoming Signature Event seasons. As a part of this survey and the public disclosure of the results, a briefing was provided to the Parks and Recreation Advisory Commission on March 13, 2017.

A similar survey will be undertaken after the completion of the FY 17-18 Signature Events Season.



## **Additional Proposed Enhancements for FY 2017-18**

Based on survey results, festival feedback and staff observation, the Special Events staff will be working to explore and implement a variety of concepts for the pending FY 17-18 Signature Event season. The successful implementation of these will be dependent upon available budget, the cooperation of property owners and city technical coordination.

1. **Vendor Reduction in Murphy Park.** Reduce the number of vendors in Murphy Park and redistribute them to different locations within the event footprint. The goal of this enhancement will be to lessen congestion within the Murphy Park area, allowing patrons to better enjoy the light display.
2. **Eliminate/reduce the number of park barricades around Murphy Park.** Staff is considering options that would again relieve congestion around Murphy Park and Glenn Drive. This includes moving the beer garden from 58th Avenue to Glenn Drive. Beverages will still be provided on the southeast corner of 58th Avenue and Glenn Drive, but will be positioned on Glenn Drive.
3. **Grand Avenue Entry.** Staff will endeavor to install potential entrance lights near 57th Drive and Grand Avenue. In doing so, the purpose will be to establish a new lighting footprint at this location to highlight this section of downtown Glendale and establish and celebrate a new, downtown entry point during the festival season.
4. **Lighted buildings around Murphy Park.** To enhance the festival feel of the immediate Murphy Park area, staff will endeavor to develop cost estimates and a strategy to light the buildings between 59th Avenue and 58th Avenue and on 58th Avenue between Glendale and Glenn. Staff is also considering lighting City Hall, the Council Chambers and Velma Teague Library. The possibility of lighting is subject to cost estimates and permission from the affected merchants.
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6. **Uniformity.** Providing white tents for vendors. In order to achieve a clean, uniform look of the event space, staff is developing cost estimates for uniform tents, including those located in premiere spots and for non-event night community tents. This concept was employed years ago and it resulted in a clean look.
7. **Clean Zone Concept.** During the FY 16-17 Signature Event Season, unauthorized vendors in and around the event footprint became an issue. Staff is working to explore an event “clean zone” type concept that will only allow permitted vendors, in addition to improved coordination of enforcement efforts, as appropriate.
8. **Additional Community Programing.** There are approximately 40 days in each Signature Event Season. Of these, approximately 10 are used for Signature Events; while the remaining 30 nights feature the Glendale Glitters holiday lights. Under this concept, qualified community groups will be asked to apply to use the Rogers Amphitheatre -free of charge - to provide free entertainment to the approximately 1,000 persons who visit Murphy Park on a nightly basis during the Sunday – Wednesday time frame.



9. Creation of Signature Event “App”. In conjunction with the CVB, the Special Events Division will work to better integrate its web presence with that of the CVB so that cross-promotion can take place on a national and international scale. In addition, staff hopes to develop a Signature Event application for visitors so that event schedules, vendor locations, festival amenities, contact information and special lighting displays, can be better highlighted, promoted and viewed in “real time.”