

CITY COUNCIL AGENDA

CITY COUNCIL CHAMBERS . 11465 WEST CIVIC CENTER DRIVE . AVONDALE, AZ 85323

WORK SESSION
February 12, 2007
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 EXPANSION OF PHOTO RED-LIGHT PROGRAM TO INCLUDE PHOTO SPEED ENFORCEMENT

Staff will provide an update to the City Council on the research conducted to add photo speed enforcement as another tool to address traffic safety in Avondale. For information, discussion and direction only.

3 PARKS CONCESSION/RESTAURANT UPDATE

Staff will provide City Council information on food and beverage concession operations at City Parks. Staff will analyze alternative operational methods for concession services in City Parks. For information, discussion and direction only.

4 QUARTERLY UPDATE ON COUNCIL GOALS

The City Manager will provide his quarterly update on progress made toward achieving the goals and objectives adopted by the City Council. For information, discussion and direction only.

5 AMEND CHAPTER 4 OF THE CITY CODE - BUILDING REGULATIONS AND ADOPT NEW PLAN REVIEW/PERMIT FEES

Staff proposes to amend Chapter 4 of the City Code, Buildings and Building Regulations, and adopt by reference the 2006 Editions of the International Building Code, the International Residential Code, the International Mechanical Code, the International Plumbing Code, the International Fuel Gas Code, the International Energy Conservation Code, the 2005 Edition of the National Electrical Code, and the Avondale Amendments to these codes. Staff also proposes to amend the Plan Review and Permit fees. This item is for information and discussion only.

6 EXECUTIVE SESSION

The Council may hold an executive session pursuant to ARIZ. REV. STAT§ 38-431.03 (3) for discussion and consultation for legal advice with the city attorney regarding Prop 207.

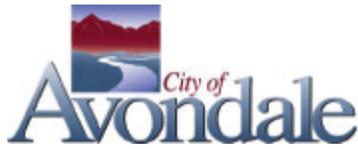
7 ADJOURNMENT

Respectfully submitted,

A handwritten signature in cursive script that reads "Linda M. Farris".

Linda Farris, CMC
City Clerk

Any individual with a qualified disability may request a reasonable accommodation by contacting the City Clerk at 623-333-1200 at least 48 hours prior to the council meeting.



CITY COUNCIL REPORT

SUBJECT:

Expansion of Photo Red-Light Program to include Photo Speed Enforcement

MEETING DATE:

February 12, 2007

TO: Mayor and Council
FROM: Glenda Craycraft
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is providing an update to the City Council on the research conducted to add photo speed enforcement as another tool to address traffic safety in Avondale.

BACKGROUND:

On December 11, 2006, the Police Department updated the Mayor and Council on the status of a one-year pilot project to install photo red-light cameras at the two busiest intersections in Avondale -- Dysart Road and McDowell Road and Dysart Road and Van Buren Street. At this meeting, the Council directed the police department to expand the program to include photo speed enforcement. This direction was based on several variables -- increased traffic in Avondale as a result of increased population, on-going citizen complaints of speeding, and the Council's direction to use technology wherever possible to augment City services. Specifically, to assist police officers who might spend more time answering calls for service rather than performing speed enforcement.

DISCUSSION:

In September, 2005, the City of Avondale contracted with American Traffic Solutions (ATS) to install red light photo enforcement cameras at two intersections in Avondale. This one year pilot project is now in its third quarter. In response to the Council's desire to expand the program from photo red-light enforcement to include photo speed enforcement, the City submitted a RFP for mobile photo speed enforcement to all eligible vendors on January 19, 2007. This process closed on February 2, 2007 and (ATS) was also selected as the vendor to provide photo speed enforcement. It is estimated that ATS will begin operating one photo speed enforcement vehicle in mid-March 2007. This vehicle will operate a minimum of thirty hours per week, seven days a week for a six month trial period. Representatives from the Police Department will determine the locations where photo speed enforcement will be enforced. A 30-day warning period will be in effect before actual speed enforcement citations are issued. As with the launch of red-light photo enforcement, a public information campaign will be conducted to inform the public about photo speed enforcement. Purpose The purpose of this photo speed enforcement program is to reduce vehicle speeds in order to improve traffic safety in the City of Avondale. Vehicle speed is a contributing factor in traffic collisions which leads to increased property damage and personal injuries sustained by other motorists and the public. Variables related to this purpose will be tracked and presented to Council to ensure this purpose is being accomplished. Those variables include, but are not limited to:

- The number of photo speed citations issued in the designated enforcement areas.
- The impact of photo speed enforcement on the traffic accident rate in the designated enforcement areas.
- The type and amount of citizen comments relative to photo speed enforcement.

BUDGETARY IMPACT:

While the City is required to budget the funds necessary to cover the cost associated with each photo speed

enforcement citation, this cost is recovered from the violators found responsible for speed violations.

RECOMENDATION:

Action Items

A vendor (ATS) has been selected through the RFP process, if approved staff will present this recommendation to Council for consideration at the council meeting scheduled for 2/20/07.

- Monitor the overall impact of photo speed enforcement during the six month trial period and present findings to Council.
- Conduct a public awareness campaign to advise the public of the implementation of photo speed enforcement coupled with a thirty day warning period before issuing speed enforcement citations.

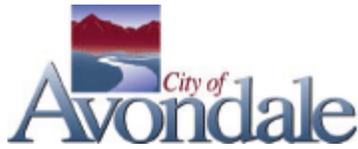
At the conclusion of the six month trial period, the Police Department will present the results of the photo speed enforcement program to the Council to determine one of the following;

- Continue the photo speed enforcement program in the City of Avondale.
- Discontinue the use of photo speed enforcement in the City of Avondale.
- Expand the use of photo speed enforcement in the City of Avondale.

ATTACHMENTS:

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No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
Parks Concession/Restaurant Update

MEETING DATE:
February 12, 2007

TO: Mayor and Council
FROM: Christopher Reams
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this agenda item is to provide City Council information on food and beverage concession operations at City Parks. Staff will analyze alternative operational methods for concession services in City Parks. The following four (4) alternatives are summarized below.

1. Provide a full service restaurant operation at FriendshipPark
2. Allow non-profit organizations to operate the concession
3. Continue with a contracted concessionaire
4. City of Avondale to operate the Concession

BACKGROUND:

On December 18, 2006, at the City Council goal setting retreat, Council directed staff to provide information on food and beverage concession operations at CityPark. Specifically, information on the current status of operations and a review of alternatives to current operations.

On November 16, 2004 the City issued a Request for Qualifications for the operation and management of food and beverage concessions at AvondaleFriendshipPark. Grill on the Go, L.L.C. (Grill on the Go) was awarded the concession contract through a competitive selection process on April 26, 2005. The agreement is for consecutive one year periods, automatically renewing on the anniversary date unless written notification is made by either party not less than 30 days prior to the renewal date. The Scope of services and operation budget sheet are attached for your review (Attachment 1: Food and Beverage Concession Contract Agreement). Highlights of the scope of services are:

- Ability to operate a food and beverage concession
- Maintain complete and accurate accounting records
- Comply with Maricopa County Health Department conditions and requirements
- Participate in City of Avondale special events
- Provide a concession manager responsible for the performance of the contract
- Provide adequate personnel, trained in proper methods and techniques for concession operation

The current agreement is in affect until April 26, 2007. Grill on the Go operates the concession an average of 40 hours per week and has been the only food and beverage concession operator at FriendshipPark.

Staff completed a survey of municipal park operations around the valley and found that a majority of municipalities operated their concession services via a private concessionaire under a contractual agreement. The terms and conditions of the specific contracts varied from each community. The City of Tolleson is the only community that allows non-profit organizations to operate food and beverage concessions at their facilities during certain sports related activities that staff was able to identify.

The purpose of this report is to analyze alternative operational methods for concession services in City Parks.

The following four (4) alternatives are summarized below.

1. Provide a full service restaurant operation at FriendshipPark
2. Allow non-profit organizations to operate the concession
3. Continue with a contracted concessionaire
4. City of Avondale to operate the concession

DISCUSSION:

Restaurant Operation at FriendshipPark

Friendship Park is not currently zoned for restaurant operations and the City of Avondale would have two options to consider in reference to zoning requirements. One option would be to dedicate a section of the park for a restaurant and initiate a rezoning that would allow a restaurant facility. Another option would be to expand current concession operations to include a larger scale restaurant facility owned by the city, but operated on a contracted basis. Administration and any operational risk would remain the City's responsibility; however, the site may not be attractive to restaurant operations due to the location, site ingress and egress, types of activities, and participant counts for current activities and events.

Non-Profit Group Operation of Concessions

The City of Tolleson is currently the only municipality that staff was able to identify that allows non-profit organizations to manage and operate concessions at City owned facilities.

The overall goal of allowing non-profit operations would be to provide organizations fund raising opportunities. The City of Avondale currently participates in a voucher program, youth scholarship program, and City Council approved subsidies for youth activities. All of these programs help defray the cost of youth participation in programs and activities. Both the Voucher and Scholarship Programs directly supplements activity cost for participants and the Council approved subsidy reduces the overall cost of the activity. If the City of Avondale were to proceed with allowing a non-profit organization to operate the concession services the following process could be used:

The City would issue a Request for Proposal to operate the concessions to local non profit agencies, and received a portion of the sales. which would help offset City insurance, R&M, licensing, and utilities costs.. Non profit organizations would need to meet a specific scope of services that would include:

- Meet Health Department and safety requirements:
- Remain current on any and all applicable payments and taxes
- Maintain a flexible schedule that accommodates daily park hours and special events
- Purchase and maintain all equipment required for Food and Concession management
- Ensure staff are trained and meet current City of Avondale Human Resource background standards
- Contract for services could be on a seasonal basis or annual with renewable options

The City will maintain risk and liability responsibility. There will be no negligible increase in premiums based on the change in operations from our current method of operations to that of a non profit organization.

Continue with Contractual Service and Re-bid in March

Grill on the Go has been the only concession operation at FriendshipPark. The concession agreement service contract can be either reauthorized with Grill on the Go for an additional year or the City can re-bid the service contract to allow other concession operators, including Grill on the Go, the opportunity to bid for the concession operations at Friendship Park. Three organizations submitted an RFQ proposal to manage the concession operations in 2004. Staff anticipates additional vendor proposals due to the area growth and established concession operation at FriendshipPark.

Grill on the Go pays the City no less than 5% of gross sales collected from concession operations at FriendshipPark. In addition to the 5% of gross sales, the City receives catering services for city functions at no

cost to the city up to \$2000 annually. Events catered for the City at no cost by Grill on the Go in 2006 have included:

- Little League Ceremonies \$507
- United Way Opening Ceremonies \$491
- Resident Appreciation Night \$660
- Billy Moore Ice Cream Social \$960
- Total Donated Events \$2,618

Grill on the Go regular payments are due quarterly on the 30th day of the month (March, June, Sep, Dec). Since the start of the contract (April 26, 2005) Grill on the Go has made payments of \$7,583.12 (\$2,834.23 for 2005 and \$4,748.89 for 2006). The City pays the cost to provide licensing, water and electrical services at the facility. The average per year licensing and utility cost paid by the City is approximately \$700.00

A Grill on the Go, LLC Quarterly Concessions (5%) Payments to the City of Avondale

Quarter	Payment Date	Total Sales	5% to City
April - June 2005	10/25/2005	\$18,864.40	\$943.21
July - December 2005	01/31/2006	\$37,820.40	\$1,891.02
January - March 2006	04/11/2006	\$25,550.00	\$1,277.50
April - December 2006	12/06/2006	\$69,427.80	\$3,471.39

Based on the estimated figures above, Grill on the Go nets approximately 35% profit from FriendshipPark concession operations:

Category	Percentage of Sales	Total
Food	28%	\$42,465.00
Disposables	3%	\$4,550.00
Labor	20%	\$30,333.00
City percent of gross sales	5%	\$7,583.00
State Sales Tax	6.3%	\$9,555.00
City Sales Tax	2.5%	\$3,792.00
Net Profit	35%	\$53,385.00

On May 10, 2006 the City of Avondale elected to continue the current agreement with Grill on the Go for an additional year. The following agreement and performance areas were reviewed by City staff. The same criteria will be reviewed prior to any subsequent renewal:

- Health Department Inspections: Received a “Gold Award” during an annual inspection by the Maricopa County Environmental Services Department (2/11/06). No variances and no violations were noted.
- Budget/Finance Records: All payments of Sales Taxes and % of sales to the City of Avondale are current with no late payment history.
- Hours of Operation: A Grill on the Go maintains a flexible schedule that accommodates daily park hours and special events held at Avondale Friendship Park.
- Complaints: Staff has not received any formal complaints on service or food quality.

City of Avondale Operation of Concessions

Staff has explored the feasibility of self-operating the concession service at Friendship Park with city employees. The budget analysis was completed using some of the current information provided by our current concessionaire. (Attachment 2: Self Operate Concession Budget). Staff believes that the City of Avondale could operate the concession at Friendship Park for \$147,307 annually, and generate a net profit of \$4,356.00 . The current contract with Grill on the Go expires on April 26, 2007. City staff can work with Grill on the Go to

extend operations until the transition is complete. Based on staffing and hours of operation currently used by Grill on the Go, the City operations would include:

Staffing:

Management Staff

50 hours per week 50 weeks per year / \$15 per hour

Operations Staff

Weekdays: 50 hours per week / 42 weeks per year / \$10 per hour

Weekends: 24 hours per week / 42 weeks per year / \$10 per hour

- Hours of operation: City staff will operate the concession approximately 6 hours per day for an average of 295 days per year. Times will vary based on programming.
- Liability and Risk: There will be no negligible increase in premiums based on the change in operations from Grill on the Go to the City of Avondale.
- Licensing and Utilities: The annual licensing and utility cost paid by the City would remain the same at approximately \$700.00

One time purchases for Concession operating equipment would cost the City \$14,725 (\$2,945) on a 3-5 year replacement schedule.

RECOMENDATION:

Staff is recommending that the City continue the current Contractual Service with Grill on the Go until the end of the current contract period and re-bid the Food and Beverage Concession contract in March.

ATTACHMENTS:

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No Attachments Available

**FRIENDSHIP PARK
FOOD AND BEVERAGE CONCESSION AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND GRILL ON THE GO, LLC**

THIS FOOD AND BEVERAGE CONCESSION AGREEMENT (this "Agreement") is made as of _____, 2005, between the City of Avondale, an Arizona municipal corporation (the "City") and Grill on the Go, LLC (the "Contractor").

RECITALS

A. The City issued a Request for Qualifications on November 16, 2004 (the "RFQ"), for the operation and maintenance of the food and beverage concession at Avondale Friendship Park, 12325 West McDowell Road, Avondale, Arizona (the "Services"). The RFQ attached hereto as Exhibit A and incorporated herein by this reference.

B. Contractor responded to the RFQ and was invited, among other contractors, to submit a bid for the Services. Contractor's bid was the most qualified bid received by the City.

C. City desires to enter into this Agreement with the Contractor for the Services, as more particularly set forth in the RFQ.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, parties hereto agree as follows:

1. Term of Agreement. The term of this Agreement shall be for the period of one year, commencing upon the execution of this Agreement. This Agreement will automatically renew for successive one-year terms on the anniversary of the execution hereof unless written notification is made by either party not less than thirty days prior to the annual renewal date. Work in relation to this contract shall not commence until authorization to proceed is received from the City.

2. Scope of Work. Contractor shall provide the Services as set forth in the RFQ.

3. Inspection; Acceptance. All work shall be subject to inspection, surveillance testing and acceptance by the City and the Maricopa County Health Inspector at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

4. Compensation. The Contractor shall pay City a price no less than 5% of gross sales collected by the Contractor, as more particularly set forth in Exhibit B, attached hereto and incorporated herein by reference.

5. Payments. The City shall pay the cost to provide water and electrical services to the concession areas at Friendship Park. All invoices shall document and itemize all funds received and expended in relation to the Friendship Park concession operation.

6. Licenses Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

7. Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for, from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement of any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

8. Insurance.

8.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or

deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount. The City, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section

and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such certificates shall identify the contract work number and be sent to the Engineer. If any of the above-cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insured as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

8.2 Required Insurance Coverage.

a. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

c. Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

8.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days prior written notice to the City.

9. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal

employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

10. Termination; Cancellation.

10.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause by the City 60 days after receipt by Contractor of written notice by the City. Upon termination for convenience, the City shall be paid for all undisputed services performed to the termination date.

10.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the Contractor to the City for the undisputed portion of its fee due as of the termination date.

10.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made to the City by the Contractor for the undisputed portion of its fee due as of the termination date.

10.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

10.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to 150% of the gratuity.

11. Miscellaneous

11.1 Independent Contractor. The Contractor acknowledges that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Both parties agree that this Agreement is nonexclusive and that

Contractor is not prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere.

11.2 Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remains in compliance with of all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) state and federal laws and (iii) Occupational Safety and Health Administration (“OSHA”) standards.

11.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

11.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

11.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

11.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

11.7 Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract.

11.8 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the City and no delegation of any duty of Contractor shall be made without prior, written permission of the City.

11.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used.

11.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

11.11 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

11.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

11465 W Civic Center Drive, Suite 100

Avondale, Arizona 85323-6806

Facsimile: 623-478-3802

If to the City:

City of Avondale

Attn: Charlie McClendon, City Manager

With copy to: JORDEN, BISCHOFF, MCGUIRE & ROSE, P.L.C.
7272 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251
Facsimile: 480-505-3901
Attn: Andrew J. McGuire, Esq.

If to Contractor: Grill on the Go, LLC
16564 W Polk Street
Goodyear Arizona, 85338
Facsimile: 623-932-5066
Attn: Brian Askeland

With a Copy to: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S.

Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

IN WITNESS WHEREOF, the City and the Contractor have caused this Agreement to be duly executed as of the day, month and year first above written.

CITY OF AVONDALE,
an Arizona municipal corporation

GRILL ON THE GO, LLC

Ronald J. Drake, Mayor

By: _____

Name: _____

Title: _____

ATTEST:

Linda M. Farris, City Clerk

EXHIBIT A
RFQ

REQUEST FOR QUALIFICATIONS
AVONDALE FRIENDSHIP PARK
FOOD AND BEVERAGE CONCESSION

I. Introduction

The City of Avondale (the “City”) is seeking a qualified contractor to operate and maintain the food and beverage concession at Avondale Friendship Park, 12325 West McDowell Road, Avondale, Arizona. The City therefore is issuing this Request for Qualifications (this “RFQ”).

Friendship Park is a 55-acre multipurpose facility, located along McDowell Road, east of the Aqua Fria River, with ten soccer/football fields, two Little League baseball fields, Ramadas, children’s playgrounds, walking trails, a Japanese Garden, a dog park, and 850 parking spaces. The facility benefits the entire region in meeting the growing demands of youth and amateur sports. Friendship Park is an ideal location for sporting events and tournaments, special events, youth and adult outdoor activities, public and private gatherings, and parties. There will be one food and beverage concession contractor operating at Friendship Park. The contract will be a one-year contract, renewable for two one-year periods. The option to extend will be exercised based on the contractor’s successful performance and the needs of the City.

II. Statement of Qualifications

A Statement of Qualifications (“SOQ”) will be submitted by each contractor according to the submittal requirements stated in this RFQ. Upon receipt of the SOQ, a selection committee will meet, and using the criteria described in this RFQ, select the most-qualified contractor to advance to the next step of the selection process. The selection committee may elect to hold additional selection meetings as required.

III. General Scope of Services

The scope of work will vary based on the activity or event; however, the following general requirements will serve as the scope of services for the purpose of this RFQ. It is the responsibility of the contractor to provide a full service food and beverage service; and obtain permits, where applicable, from the appropriate City, State or County departments.

The contractor should have experience and knowledge relating to and including, but not limited to, the following:

- A. The ability to operate a food and beverage concession at Friendship Park, including conducting operations at both the permanent and temporary concession stands.
- B. Maintain complete and accurate accounting records satisfactory to the City or its duly authorized agents from which the nature and amount of income from operations can be determined. Contractor shall submit a monthly report of revenues and an annual financial report of operations by June 30 of the following year.
- C. All types and quality of service shall comply with conditions and requirements of the Maricopa County Health Department for businesses dispensing food.
- D. From time to time, contractor shall be requested to participate in special events which may include additional temporary food and beverage service stands to be provided by the contractor. The number of annual special events will be determined by the City. This does

not guarantee exclusivity of food and beverage and/or beverage items at a special event to contractor.

- E. The contractor should be able to provide all materials and equipment necessary to perform the concession services. However, the City will provide the following:
 - Two compartment NSF sinks with overhead drying racks
 - One hand sink
 - Screened service opening with sliding screen serving window
 - One portable evaporative cooler (in concession serving area)
 - Under counter storage shelves
 - Stainless Steel serving counter top
- F. The contractor will be required, at its sole expense, to be responsible for all alterations necessary to accommodate equipment after having first obtained written authorization from the City of Avondale. The selected concessionaire will be required to tour and to inspect the concession building with City staff prior to final contract negotiation and execution.
- G. No signs or advertising of any kind shall be installed without prior written approval of the City of Avondale. In addition, any sign or advertising must be approved by the City of Avondale Planning and Development Services Department, and be in compliance with applicable laws, codes, and ordinances.
- H. Report vandalism and/or damage to the City's property to the Facilities Manager immediately upon discovery.
- I. Provide a Concession Manager who shall be responsible for the performance of the contract and remain the contractor's contact person for the duration of the contract. The Concession Manager shall establish a routine for communications with the City's Facilities Manager to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by the Facilities Manager. The Concession Manager shall contact the Facilities Manager to review overall performance, receive special instructions regarding special events, or discuss other pertinent items regarding the contract and the contractor's performance.
- J. Furnish all supplies and materials necessary for the proper performance and operation of the concessions. The contractor shall not use any material or supplies which the Facilities Manager determines would be unsuitable for the purpose intended, or offensive or harmful to any part of the facility, its contents, equipment, employees or patrons.
- K. Water and electricity required for the concession operation will be available with the utility cost borne by the City. Any additional utilities will be the responsibility of the concessionaire.

IV. Employee Recruitment

The contractor shall provide adequate personnel, trained in proper methods and techniques to properly and satisfactorily maintain and operate the concession stand. The contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the City's Facilities Manager shall be notified prior to the change when possible or as quickly as possible thereafter. In addition, contractor's staff shall have the ability to:

- A. Read, write, speak and understand the English language.
- B. Have the necessary public relations skills to deal with employees and customers in a professional, courteous, businesslike manner.
- C. Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.

No minimum manpower requirements shall be placed on the contractor in relation to the number of employees required. The contractor is encouraged to schedule services for each facility whereby supervision of his personnel and security of the facility will be maintained at all times.

V. Employee Acceptance By The City Of Avondale

The City will be the sole judge of the efficiency and acceptability of each of the contractor's employee's performance while on site. The City reserves the right to require the contractor to remove any personnel from further duty at City facilities, without cause and without the right to recover damages by such employee or by the concessionaire from the City. The contractor shall promptly remove and replace an individual employee when requested to do so by the City.

VI. Uniform And Appearance Standards

The selected contractor's employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as an employee of the concessionaire.

VIII. City of Avondale Responsibility

The City will be responsible for providing direction to the contractor. These activities include, but may not be limited to, the following:

- A. Identify a Contract Administrator at the time of contractor selection. The Contract Administrator will submit in writing to the contractor the names of City personnel that will have authority to make changes or additions to the contracted items.
- B. Establish time and frequency of direct meetings with the contractor's Project Manager.
- C. Schedule inspections with the contractor's Project Manager. Quality service and strict adherence to the contract will be expected from the contractor.

IX. Security

- A. Keys to various areas of the facilities will be made available to the contractor. All costs accrued by the City in reinstating facility security occasioned by loss of facility keys due to the contractor's and/or its employees' negligence will be billed to the Contractor.
- B. The Concessionaire shall ensure that only their properly identified employees listed with the Contract Administrator are permitted on the premises during the performance of daily duties. The Contractor will be held strictly accountable for damages or breaches of security caused by its employees.

X. Selection Process

This will be a qualifications-based process. A selection committee comprised of City staff (the "Selection Committee") shall be established for this contract to (i) review the SOQs and (ii) create a "short list" of three qualified contractors for further consideration. The Selection Committee will rank the contractor based upon its evaluation of (i) the submittal, (ii) information provided by references and (iii) interviews utilizing the criteria and scoring listed below. The Selection Committee, in its sole discretion, may choose to interview the short-listed contractors, or it may select a contractor based solely upon (i) the scoring of the SOQs and/or (ii) the results of the reference checks. The three short-listed contractors may be asked to submit a Scope of Work and bid price at the time of their respective interviews.

XI. SOQ Format / Selection Criteria

The SOQ must include the following information for each Concessionaire. The information must be clearly presented in the order listed below. The Selection Committee will assign points for each category

below, up to the maximum amount listed, to formulate a raw score to be used to evaluate the SOQs and create the short-list.

A. General (10 points).

1. Provide a general description of the company that is proposing to provide food and beverage concession services. Explain the legal organization of the company. Provide an organizational chart showing the qualifying contractor and the contractor's key personnel
2. Identify the location of the firm's principal office and the local work office, if different.
3. Identify any contract or subcontract held by the company or officers of the company that has been terminated within the last five years. Identify any claims arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcomes.

B. Experience and qualifications (30 points).

1. Identify three comparable concession contracts which the company currently holds or has held in the last five years.
2. For each comparable contract identified, provide:
 - a. Description of the contract.
 - b. Contract owner reference information.
3. List Arizona professional registrations and contractor licenses held by the contractor and key personnel that will be assigned.

C. Experience of key personnel expected to be assigned to this project (25 points).

For each key person identified, list at least two comparable contracts in which they have played a primary role. Provide:

1. Description of the contract.
2. Role of the person.
3. Contract owner reference information.

D. Approach to performing required services (25 points).

Describe the company's approach to performing the required services, and its approach to food and beverage concession operations including its perspective and experience on partnering, customer service, quality control, scheduling and staffing.

E. Overall evaluation and perceived ability to provide the required services (10 points).

This is to be determined by the Selection Committee. No submittal response is required.

F. Submittal Requirements

1. Each contractor shall submit one original and 7 copies of the above-described SOQ. The SOQ's must be received by 3:00 p.m. MOUNTAIN STANDARD TIME, DECEMBER 22, 2004.

To:

City Clerk

City of Avondale

11465 W Civic Center Drive, Suite 200

Avondale, AZ 85323

2. The SOQs must be enclosed in a sealed package, marked as follows:

Friendship Park Food and Beverage Concession Contract
Attention: City Clerk
Due: 3:00pm, December, 22 2004
The name of the contractor

3. No facsimile or electronic SOQs will be considered. Contractors are solely responsible for the delivery of their SOQs to the location specified at or before the time and date specified. Any SOQ received after the time and date specified above will be returned, unopened, to the submitting party.
4. Sections A through E of the SOQ must not exceed 25 single-sided (8 1/2" x 11") pages with a minimum ten-point type. One (1) 11"x17" foldout for the Team Organization Chart will be permitted and will count as one page. Covers and dividers will not count as a page if they do not contain any information other than project or section titles, dates and the contractor's name. Submissions exceeding the page limit will be considered non-responsive, will not be reviewed and will be returned to the contractor.

G. Questions Regarding this RFQ

1. Questions regarding this RFQ must be submitted in writing, by mail, facsimile or email to the following address by Thursday, December 16, 2004 at 5:00 p.m.

City of Avondale
Community/Recreation Department
11465 W Civic Center Drive, Suite 200
Avondale, AZ 85323
Attn: Christopher Reams
Facsimile: 623-764-3805
Email: creams@avondale.org

2. Verbal or telephone inquiries directed to City staff will not be answered. Answers to questions received in writing on or before Thursday, December 16, 2004, will be mailed, faxed or emailed to all contractors that have obtained a copy of this RFQ. No further questions, in any form, will be entertained following the cut off date of Thursday, December 16, 2004, at 5:00 p.m.
3. Oral statements or instructions made by staff, officials or consultants shall not constitute an amendment to this RFQ; any such amendment must be in writing and issued to all registered parties.
4. Direct contact with City staff, elected or appointed officials, Selection Committee Members, or City consultants concerning this RFQ is strictly prohibited and will result in your company being eliminated from consideration. The City, its consultants and/or advisors will not be responsible for any costs incurred by any contractor submitting an SOQ or responding to this notice. The City reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel.

XII. Insurance Requirements

Each short-listed company must meet the standard City insurance requirements. Proof of insurance certificates will be due at the time of the short-listed contractor interviews. Directions for certificate submittals will be provided at the time of interview notification.

XIII. Requests for Proposals

After pre-selection of short-listed contractors has taken place, the successful contractors will be invited to a pre-submittal conference and provided with a proposal package containing concession stands locations, specifications and special instructions. Immediately following the pre-submittal conference, a site visit will be conducted of the Friendship Park and all concession areas.

The contractors will subsequently be scheduled for an interview in which they will present their proposal for performing the required services.

A. Selection Criteria

1. The contractor's presentation of their proposal for performing the services requested and their proposal concerning the costs of those services will be evaluated by the Selection Committee. As in the first round, numeric points will be awarded for each contractor's presentation and perceived ability to successfully perform the services, and bid amount. A member of the Clerk's office will be present to open and record the bid documents.
 - a. Presentation (25 points)
 - b. Perceived ability to perform requested work (35 points)
 - c. Rate, cost, and requirements needed to operate the concession (40 points). Specifically, quotes for rates including all costs, including but not limited to, applicable insurance, overhead, and profit, will be requested.
2. Proposals shall remain firm for the entire contract period of one year from contract signing.
3. A member of the Clerk's office will be present to open the proposals.

XIV. Timing

SOQs will be reviewed on Monday, December 27, 2004. Interview and bid presentation will take place on or after Wednesday, January 12, 2005. The contract will be awarded on or after Monday, January 17, 2005.

EXHIBIT B
BUDGET SHEET

Daily Operational Cost Estimate

Category	Percentage of Sales
Food	28%
Disposables	3%
Labor	20%
<i>City percent of gross sales</i>	5%
State Sales Tax	6.3%
City Sales Tax	2.5%
Total Cost (approximate)	63.8%
Net Profit (approximate)	36.2%

In addition to the 5% gross sales, the City will receive catering services for city functions at no cost to the city up to \$2,000 annually. Grill on the Go, LLC will pay any additional operational overhead cost to include, but not limited to liability insurance, facility upkeep, and all applicable licensing.

CITY OF AVONDALE

Program Budget: Concession Operation

Fiscal year 2006-2007

Appropriated	\$0.00
Total Program Costs	\$146,307.00
Total Program Costs	\$151,663.00
*Sales	\$151,663.00
Profit	\$5,356.00
*Sales based on FY06-07	

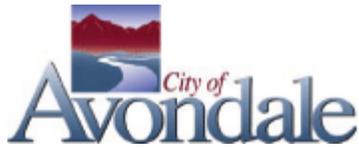
Expenditures

DESCRIPTION	Estimated
Food	\$42,465.00
Staff	
Concession Management	\$38,000.00
Cocession Operations	\$42,000.00
Disposables	\$4,550.00
State Sales Tax	\$9,555.00
City Sales Tax	\$3,792.00
R&M	\$2,000.00
Licensing, Utilities	\$1,000.00
Equipment Replacement (5 year depreciation	\$2,945.00
Total Expenditures	\$146,307.00

Revenue

Sales	\$151,663.00
Total Revenue	\$151,663.00
Total Revenue	\$151,663.00
Less Total Expenses	\$146,307.00
City Net Profits	\$5,356.00

One Time Purchases			
	6' Grill		\$4,800.00
	Ice Cream Dispenser		\$4,700.00
	Food Warmer		\$800.00
	Upright Refrigerator/Freezer		\$3,600.00
	Hot Dog Maker		\$700.00
	Microwave Oven		\$125.00
			\$14,725.00



CITY COUNCIL REPORT

SUBJECT:
Quarterly Update on Council Goals

MEETING DATE:
February 12, 2007

TO: Mayor and Council
FROM: Charlie McClendon
THROUGH: Charlie McClendon, City Manager

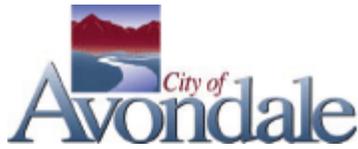
PURPOSE:

The City Manager will provide his quarterly update on progress made toward achieving the goals and objectives adopted by the City Council.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Amend Chapter 4 of the City Code - Building Regulations and Adopt New Plan Review/Permit Fees

MEETING DATE:

February 12, 2007

TO: Mayor and Council

FROM: David Fitzhugh, Assistant City Manager

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff proposes to amend Chapter 4 of the City Code, Buildings and Building Regulations, and adopt by reference the 2006 Editions of the International Building Code, the International Residential Code, the International Mechanical Code, the International Plumbing Code, the International Fuel Gas Code, the International Energy Conservation Code, the 2005 Edition of the National Electrical Code, and the Avondale Amendments to these codes. Staff also proposes to amend the Plan Review and Permit fees. This item is for information and discussion only.

BACKGROUND:**BUILDING CODE AMENDMENTS**

The codes under consideration were developed by the International Code Council and the combined efforts of various affected parties. Participants in the development of these codes include the Arizona Building Officials, the National Association of Homebuilders, the Federal Emergency Management Agency (FEMA) and the American Institute of Architects. The most recent version available for adoption is the 2006 series.

The National Electrical Code was developed by the National Fire Protection Association (NFPA) and is cross-referenced by the 2005 International Electrical Code. Historically, the various jurisdictions in Arizona have adopted the National Electrical Code to avoid unnecessary duplication.

For the purpose of statewide uniformity, the Arizona Building Officials, Inc. formed a subcommittee to formulate a set of uniform code amendments and held regular meetings throughout 2006 in various locations around the State. The subcommittee encouraged and received input from code officials, design professionals, local homebuilders and other affected parties. The subcommittee's recommendations were presented to the MAG Building Codes Committee for reference as uniform code amendments. The MAG Building Codes Committee recommended these uniform amendments as a MAG standard on November 21, 2006.

DISCUSSION:

The City periodically updates its building codes to stay current with industry standards and be consistent with the building regulations of other local communities. The building codes were last updated in April 2004. The City Code currently incorporates the 2003 series of the International Building Code, the International Residential Code, and the International Mechanical Code; the 1999 National Electrical Code; the Arizona State mandated 1994 Uniform Plumbing Code; and the related MAG Amendments.

Staff proposes an ordinance that would amend Chapter 4, Article II Section 4-16 and 4-17, Article III Sections 4-31 and 4-33, Article V Sections 4-61 and 4-62, Article VI Sections 4-76 and 4-77, and Article XI Section 4-151 of the City Code. The effective date of the ordinance would be July 1, 2007 providing the construction industry time to adjust their building plans as needed prior to the effective date.

The codes being proposed for adoption will not result in major changes to technical requirements or be costly

for developers or the general public. The new codes are published primarily to address updates and clarifications.

Most of the other Cities in the state are in the process of adopting the 2006 Codes. All of the members of MAG agreed to adopt the 2006 Codes along with the recommended amendments in 2007. The Arizona Home Builders Association, and Architects and Engineers Groups in Arizona were involved in the development of the MAG amendments and support them.

The proposed amendments do not address the Fire Code. The Fire Department will update this code separately in the near future.

The International Building Code, on which the City's Building Code is based, does not include plan review and permit fees. Each City must establish its own fees and update these periodically to reflect the cost of providing service. All revenue from these fees goes to the City's General Fund except when plans are reviewed by a contract plan reviewer instead of city staff.

BUILDING PLAN REVIEW AND PERMIT FEES

It has been three years since the City revised its building plan review and permit fees. The City's current fees were adopted in April 2004.

The plan review fee is based on a percentage of the building permit fee (65 %). No change is proposed to this percentage. New fees for Electrical, Plumbing, and Mechanical have been added to clarify the charges for Hotels and Motels that were not addressed before. The only change in fees is regarding how the valuation of construction is figured as shown in the valuation chart located in the Avondale amendment package. The valuation chart has been amended to more accurately reflect current construction costs.

PROPOSED COUNCIL ACTION

Staff is prepared to bring these items forward for Council approval at the February 20, 2007 Council meeting. Council will be requested to

1. Adopt a Resolution Declaring as Public Record Certain Documents
2. Adopt an Ordinance Amending Chapter 4 – Building Codes including Avondale's Amendments
3. Adopt a Resolution Approving a Fee Schedule for Plan Review and Permits

RECOMENDATION:

This item is for information and discussion purposes only.

ATTACHMENTS:

Click to download

- [Resolution for 2006 Codes](#)
- [Resolution for 2006 Building fees](#)
- [Ordinance](#)
- [Avondale Amendments dated 2/5/07](#)

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND ENTITLED THE “2006 INTERNATIONAL BUILDING CODE,” THE “2006 INTERNATIONAL RESIDENTIAL CODE,” THE “2006 INTERNATIONAL MECHANICAL CODE,” THE “2005 NATIONAL ELECTRICAL CODE,” THE “2006 INTERNATIONAL PLUMBING CODE”, “THE 2006 INTERNATIONAL FUEL GAS CODE”, “THE 2006 INTERNATIONAL ENERGY CONSERVATION CODE” AND “THE AVONDALE AMENDMENTS TO THE 2006 INTERNATIONAL BUILDING CODE, THE 2006 INTERNATIONAL RESIDENTIAL CODE, THE 2006 INTERNATIONAL MECHANICAL CODE THE 2006 INTERNATIONAL PLUMBING CODE, THE 2006 INTERNATIONAL FUEL GAS CODE, THE 2006 INTERNATIONAL ENERGY CONSERVATION CODE AND THE 2005 NATIONAL ELECTRICAL CODE.”

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, as follows:

SECTION 1. That those certain documents entitled the “2006 International Building Code,” the 2006 International Residential Code,” the “2006 International Mechanical Code,” the “2005 National Electrical Code,” the “2006 International Plumbing Code”, the “2006 International Fuel Gas Code”, the “2006 International Energy Conservation Code” and “the Avondale Amendments to the 2006 International Building code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code and the 2005 National Electrical Code,” of which three copies each are on file in the office of the City Clerk and open for public inspection during normal business hours, are hereby declared to be public records and said copies are ordered to remain on file with the City Clerk.

PASSED AND ADOPTED by the Council of the City of Avondale, February 5, 2007.

Marie Lopez Rogers, Mayor

ATTESTED:

Linda M. Farris, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A FEE SCHEDULE FOR PLAN REVIEW AND BUILDING, MECHANICAL, ELECTRICAL AND PLUMBING PERMITS.

WHEREAS, the Council of the City of Avondale (the "City Council") adopted Ordinance No. _____ on February 5, 2007, amending the Avondale City Code, Chapter 4, Buildings and Building Regulations (the "Ordinance"); and

WHEREAS, the Ordinance provides that fees for plan review and building, mechanical, electrical and plumbing permits may be adopted by the City Council by resolution; and

WHEREAS, the City Council desires to adopt a fee schedule for plan review and building, mechanical, electrical and plumbing permits.

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

SECTION 1. That fees for plan review and building, mechanical, electrical and plumbing permits shall be charged in accordance with the fee schedule attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 3. That this Resolution shall take effect at 12:01 a.m. on July 1, 2007.

PASSED AND ADOPTED by the Council of the City of Avondale, February 5, 2007.

Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A

FEE SCHEDULE

Plan Review Fees. Plan review fee shall be 65 percent of the permit fee as shown in Table 1-A below. In no case shall any plan review fee be less than \$25.00.

Permit Fee Schedule. Unless otherwise indicated, the following fees will be applicable to residential and non-residential projects:

Swimming Pools

Above Ground.....	\$50.00*
In-Ground.....	\$500.00*

Spas / Hot Tubs\$50.00*

*When standard pool/spa/hot tub plans are not on file with the Building official, a \$100.00 plan review fee will also be charged.

Wrecking Buildings

Residential accessory building or garage.....	\$25.00
Single-family residence	\$100.00
Structures other than residential single-family	\$100.00

Temporary Trailers

Temporary construction trailer

Building permit	\$200.00
Plan review.....	\$50.00

Temporary sales trailer

Building permit	\$200.00
Plan review.....	\$50.00

Generators for Temporary Trailers (Each)\$40.00

(Note: These fees do not include electrical or development fees.)

Permits for Residential (R-3) Accessory Buildings, including but not limited to, detached garages, carports, storage sheds over 120 square feet, patio covers and gazebos, shall be charged a building permit fee based on Table 1-A below, and a plan review fee of 65% of the building permit fee.

Table 1-A BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$33.00
\$501.00 to \$2,000.00	\$33.00 for the first \$500.00 plus \$5.00 for each additional \$100.00 or fraction thereof, to and including \$2,000.00.
\$2,001.00 to \$25,000.00	\$108.00 for the first \$2,000.00 plus \$19.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00	\$545.00 for the first \$25,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00	\$897.00 for the first \$50,000.00 plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.
\$100,001 to \$500,000.00	\$1,384.00 for the first \$100,000.00 plus \$8.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00.
\$500,001.00 to \$1,000,000.00	\$4,503.00 for the first \$500,000 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00.
\$1,000,001.00 and up	\$7,809.00 for the first \$1,000,000.00 plus \$5.00 for each \$1,000.00 or fraction thereof.

Other Inspections and Fees:

(Applies to building, structural, electrical, mechanical and plumbing)

1. Inspections outside of normal business hours (min. charge-4 hours).....\$100.00 per hour *
2. Re-inspection fees\$100.00 per hour *
3. Inspections or services for which no fee is specifically indicated.....\$50.00 per hour *
(minimum charge – two hour)
4. Additional review required by changes, additions or lost plans or plan review comment sheets
on in house reviews (min. charge- 2 hours).....\$50.00 per hour *
5. For use of outside consultants for inspections.....Actual costs **
6. Site plan review (or revision) for residential standard plan.....\$50.00 each
7. Review of deferred submittals (Submitted after initial plan review) in house.....\$175.00 per submittal
8. Review of deferred submittals (outside consultants).....Actual costs**
9. Request for Certificate of Occupancy for change of Use Group.....\$50.00
10. Replication of plans (when legally authorized).....Actual replication costs plus \$50.00
11. Annual renewal of standard pool plans.....\$50.00
12. Annual renewal of standard house plans.....\$100.00
13. Certificate of Occupancy for Residential.....\$50.00
14. Certificate of Completion for Commercial Shell Buildings.....\$100.00
15. Certificate of Occupancy for Commercial Buildings.....\$100.00
16. Certificate of Occupancy for Commercial Tenet improvement.....\$50.00
17. Model Home complex site plan review.....\$200.00
18. Expedited plan review of plans.....Double plan review fee

*Or the total hourly cost to the city, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

**Actual costs include consultant’s fees and city administration and overhead costs.

TABLE 1-B ELECTRICAL PERMIT FEES

Permit Issuance

For the issuance of each electrical permit.....	\$40.00
Multi-Family and Hotels/Motels per unit or per room.....	\$40.00

Temporary Power Service

Temporary Power Pole and Service.....	\$40.00
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Services

For services of 600 volts or less and not over 200 amperes in rating, each.....	\$40.00
For services of 600 volts or less and over 200 amperes to 1,000 amperes, each.....	\$80.00
For services over 600 volts or over 1,000 amperes in rating, each.....	\$200.00

Electrical services of 400 amperes or larger shall require plans with an approved engineer's seal.

TABLE 1-C MECHANICAL PERMIT FEES

Permit Issuance

For the issuance of each mechanical permit.....	\$40.00
Multi-Family and Hotels/Motels per unit or per room.....	\$40.00

Air Conditioning

Residential Single-Family (per unit, with or without duct work including associated electrical work).....	\$40.00
Other Than Residential Single-Family (per unit, without duct work).....	\$50.00
Other Than Residential Single-Family (per unit, with duct work).....	\$80.00

TABLE 1-D PLUMBING PERMIT FEES

Permit Issuance

For the issuance of each plumbing permit.....	\$40.00
Multi-Family and Hotels/Motels per unit or room.....	\$40.00

Unit Fee Schedule

(Note: The following do not include permit-issuing fee.)

Sewers, Disposal Systems and Interceptors

For each building sewer and each trailer park unit sewer.....	\$25.00
For each private sewage disposal system.....	\$75.00
For each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps.....	\$20.00
Rainwater systems—per drain (inside building).....	\$10.00

Miscellaneous

For each appliance or piece of equipment regulated by the Plumbing Code but not classed in any other categories or for which no other fee is listed in code.....	\$40.00
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Fee Refunds

Eligible refunds shall be determined by the Building Official and refunded at 80% of Building Permit fee and 100% of the development fees.

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 4, BUILDINGS AND BUILDING REGULATIONS RELATING TO BUILDING CODES; ADOPTING BY REFERENCE THE “2006 INTERNATIONAL BUILDING CODE,” THE “2006 INTERNATIONAL RESIDENTIAL CODE,” THE “2006 INTERNATIONAL MECHANICAL CODE,” THE “2005 NATIONAL ELECTRICAL CODE,” THE “2006 INTERNATIONAL PLUMBING CODE”, “THE 2006 INTERNATIONAL FUEL GAS CODE”, “THE 2006 INTERNATIONAL ENERGY CONSERVATION CODE” AND “ THE AVONDALE AMENDMENTS TO THE 2006 INTERNATIONAL BUILDING CODE, THE 2006 INTERNATIONAL RESIDENTIAL CODE, THE 2006 INTERNATIONAL MECHANICAL CODE, THE 2006 INTERNATIONAL PLUMBING CODE, THE 2006 INTERNATIONAL FUEL GAS CODE, THE 2006 INTERNATIONAL ENERGY CONSERVATION CODE AND THE 2005 NATIONAL ELECTRICAL CODE”; ESTABLISHING AN EFFECTIVE DATE AND PROVIDING PENALTIES FOR VIOLATIONS.

WHEREAS, many neighboring communities have adopted the most current editions of the building codes; and

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to bring uniformity to the building community and to prohibit unsafe construction procedures and materials; and

WHEREAS, Chapter 4 of the Avondale City Code specifies the building construction codes that are to be followed in the city of Avondale (the “City”); and

WHEREAS, the City Council desires to amend the Avondale City Code, Chapter 4, Buildings and Building Regulations, to amend provisions relating to the codification of the previously adopted 2003 international Building Code, 2003 International Residential Code, 2003 International Mechanical Code, the Arizona State Uniform Plumbing Code 1994 edition, 2002 National Electrical Code, including the Avondale/MAG Amendments to the 2003 International Building Code, the 2003 International Residential Code, the 2003 International Mechanical Code, the Arizona State Uniform Plumbing Code 1994 edition, the 2002 National Electrical Code and to adopt the most current editions of the building codes.

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

SECTION 1. That, pursuant to Ariz. Rev. Stat. § 9-802, those certain documents known as the “2006 International Building Code,” the “2006 International Residential Code,” the “2006 International Mechanical Code,” the “2005 National Electrical Code,” the “2006

International Plumbing Code”, “The 2006 International Fuel Gas Code”, “The 2006 International Energy Conservation Code” and “The Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, The 2006 International Fuel Gas Code, The 2006 International Energy Conservation Code and the 2005 National Electrical Code” (collectively, the “Technical Codes”) three copies of which are on file in the office of the City Clerk and are available for public use and inspection during normal business hours, which documents were made public records by Resolution No. _____, are hereby referred to, adopted and made a part hereof as if fully set forth in this Ordinance.

SECTION 2. That the Avondale City code, Chapter 4, Buildings and Building Regulations, Article II, Building code, Section 4-16, Adopted, is hereby amended to reflect the adoption of (i) the 2006 International Building Code and (ii) The Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code and the 2005 National Electrical Code, to read as follows:

That certain document designated and marked as the 2006 International Building Code and all appendices contained therein, three(3) copies of which are on file in the office of the city clerk of the City of Avondale, and that portion of that certain document entitled “The Avondale amendments to the 2006 International Building Code, the 2006 International residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code and the 2005 National Electrical Code” applicable to the 2006 International Building Code, three (3) copies of which are on file in the office of the city clerk of the City of Avondale, together are hereby adopted as the building code for the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the installing, construction, remodeling, alteration, repair and conversion of buildings within the corporate limits of the City of Avondale, and it is hereby declared to be unlawful to construct, erect, install, alter, repair, change, move, remove, maintain or use any house, building or structure in the City of Avondale, or cause or permit the same to be done, contrary to or in violation of said building code as herewith adopted by the council of the City of Avondale.

SECTION 3. That the Avondale City Code, Chapter 4, Buildings and Building Regulations, Article III, electricity, Section 4-31, Electrical Code Adopted, is hereby amended to reflect the adoption of (i) the 2005 National Electrical Code and (ii) The Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code and the 2005 National Electrical Code, to read as follows:

That certain documents designated and marked as the 2005 National Electrical Code and all appendices therein, three (3) copies of which are on file in the office of the City

Clerk of the City of Avondale, and that portion of that certain document entitled “The Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code and the 2005 National Electrical Code” applicable to the 2005 National Electrical Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Electrical Code of the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the installing, construction, remodeling, alteration, repair, conversion, maintenance, use and removal of houses, buildings, structures and premises and of electrical installations of any type whatsoever therein or thereupon within the corporate limits of the City of Avondale, and it is hereby declared to be unlawful to construct, erect, install, remodel, alter, change, repair, convert, maintain, use, remove or demolish any house, building, structure or premises or any electrical installation of any type whatsoever therein or thereupon within the City of Avondale, or cause or permit the same to be done, contrary to or in violation of the said Electrical Code as herewith adopted by the Council of the City of Avondale.

SECTION 4. That the Avondale City Code, Chapter 4, Buildings and Building Regulations, Article V, Mechanical Systems, Section 4-61, Mechanical Code Adopted, is hereby amended to reflect the adoption of (i) the 2006 International Mechanical Code and (ii) the Avondale Amendments to the 2006 International Building Code, the 2006 International residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy conservation Code and the 2005 National electrical Code, To read as follows:

That certain document designated and marked as the 2006 International Mechanical Code and all appendices therein, three (3) copies of which are on file in the office of the city clerk of the City of Avondale, and that portion of that certain document entitled “The Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code and the 2005 National Electrical Code applicable to the 2006 International Mechanical Code, three (3) copies of which are on file in the office of the city clerk of the City of Avondale, together are hereby adopted as the mechanical code of the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the design, erection, construction, installation, quality of materials, location, operation, maintenance, repair, relocations, replacement, addition to and use of any heating, ventilating, comfort-cooling or refrigeration systems, incinerators or other miscellaneous heat-producing appliances, and it is hereby declare to be unlawful to erect, install, alter, repair, add to replace, use or maintain heating, ventilating, comport-cooling, incinerator or refrigeration equipment or other heat-producing appliances within the City of Avondale, or cause or permit the same to be done, contrary to or in violation of any of the provisions of said mechanical code as herewith adopted by the City Council of the City of Avondale.

SECTION 5. That the Avondale City Code, Chapter 4, Buildings and Building Regulations, Article VI, Plumbing Section 4-76, Plumbing Code adopted, is hereby amended to reflect the adoption of (i) the 2006 International Plumbing Code and (ii) the Avondale Amendments to the 2006 International Building code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code and the 2005 National Electrical Code, to read as follows:

That certain documents designated and marked as the 2006 International Plumbing Code, and all appendices contained therein, three (3) copies of which are on file in the office of the city clerk of the city of Avondale, and that portion of that certain document entitled “The Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code and the 2005 National Electrical Code” applicable to the 2006 International Plumbing Code, three (3) copies of which are on file in the office of the city clerk of the City of Avondale, together are hereby adopted as the Plumbing Code for the city of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of any plumbing systems on premises within the City of Avondale, or cause or permit the same to be done, contrary to or in violation of the said plumbing code as herewith adopted by the Council of the City of Avondale.

SECTION 6. That the Avondale City Code, Chapter 4 Buildings and Building Regulations, Article XI, Residential Code, Section 4-151, Adopted, is hereby amended to reflect the adoption of (i) the 2006 International Residential Code and (ii) The Avondale Amendments to the 2006 International Building code, the 2006 International residential Code, the 2006 International Mechanical code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code and the 2005 National Electrical Code, to read as follows:

That certain document designated and marked as the 2006 International Residential Code and all appendices contained therein, three (3) copies of which are on file in the office of the city clerk of the City of Avondale, and that portion of that document entitled “The Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code and the 2005 National Electrical Code” applicable to the 2006 International Residential Code, three (3) copies of which are on file in the office of the city clerk of the City of Avondale, together are hereby adopted as the Residential Code for the City of Avondale by reference as if set forth herein full and made a part and parcel of the section for regulating and controlling the erection, construction, enlargement, alteration, repair, moving, improvement, removal, equipping, use, occupying and maintenance of any residential building on premises within the City of Avondale, and it is hereby declared to be unlawful to erect, construct, enlarge, alter, repair, maintain, move, improve, remove, demolish, equip,

use, occupy or maintain any one and two family residential building or premises within the City of Avondale or cause or permit the same to be done, contrary to or in violation of any of the provisions of the said residential code as herewith adopted by the council of the City of Avondale.

SECTION 7. That the Avondale City Code, Chapter 4, Buildings and Building Regulations, Article ____, Fuel Gas Code adopted, is hereby amended to reflect the adoption of (i) the 2006 International Fuel Gas Code and (ii) the Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code, and the 2005 National Electrical Code to read as follows:

That certain documents designated and marked as the 2006 International Fuel Gas Code, and all appendices contained therein, three (3) copies of which are on file in the office of the city clerk of the City of Avondale, and that portions of that certain document entitled “The Avondale Amendments to the 2006 International Building Code, the 2006 International residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code, and the 2005 National Electrical Code” applicable to the 2006 International Fuel Gas Code, three (3) copies of which are on file in the office of the city clerk of the City of Avondale, together are hereby adopted as the Fuel Gas Code for the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the alteration, repair, improvement, removal, equipping, use and maintenance of any fuel gas systems and gas-fired appliances within the City of Avondale or cause or permit the same to be done, contrary to or in violation of any of the provisions of the said fuel gas code as herewith adopted by the Council of the City of Avondale.

SECTION 8. That the Avondale City Code, Chapter 4 Building and Building Regulations, Article ____, Energy Conservation Code, Section _____, Adopted, is hereby amended to reflect the adoption of (i) the 2006 International Energy Conservation Code and (ii) The Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code, and the 2005 National Electrical Code to read as follows:

That certain documents designated and marked as the 2006 International Energy Conservation Code, and all appendices contained therein, three (3) copies of which are on file in the office of the city clerk of the City of Avondale, and that portions of that certain document entitled “The Avondale Amendments to the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Fuel Gas Code, the 2006 International Energy Conservation Code and the 2005 National Electrical Code” applicable to the 2006 International Energy Conservation Code, three (3) copies of which are on file in the office of the city clerk of the City of Avondale, together are hereby adopted as the Energy Conservation Code for the City of Avondale by reference as if set forth herein in full and

made a part and parcel of the section for regulating and controlling the installation, alteration, repair, improvement, removal, equipping, use and maintenance of any Energy Conservation System within the City of Avondale or cause or permit the same to be done, contrary to or in violation of any of the provisions of the said Energy Conservation Code as herewith adopted by the Council of the City of Avondale.

SECTION 9. That any person found guilty of violating any provision of the Technical Codes shall be guilty of a class one misdemeanor, punishable by a fine not to exceed \$2,500.00 or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense.

SECTION 10. That this Ordinance shall become effective at 12:01 a.m. on July 1, 2007.

SECTION 11. 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 of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, February 5, 2007.

Marie Lopez Rogers, Mayor

ATTESTED:

Linda M. Farris, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

**THE AVONDALE AMENDMENTS TO
THE 2006 INTERNATIONAL BUILDING CODE,
THE 2006 INTERNATIONAL RESIDENTIAL CODE,
THE 2006 INTERNATIONAL MECHANICAL CODE
THE 2006 INTERNATIONAL PLUMBING CODE
THE 2005 NATIONAL ELECTRICAL CODE
2006 INTERNATIONAL FUEL GAS CODE
2006 INTERNATIONAL ENERGY CONSERVATION CODE**

**AVONDALE AMENDMENTS
TO THE 2006 INTERNATIONAL BUILDING CODE**

The International Building Code, 2006 Editions, is amended in the following respects:

Section 101.1 is amended as follows:

Section 101.1 Title. Insert the words “City of Avondale” as the name of jurisdiction.

Section 101.2.1 is deleted in its entirety and replaced with the following:

Section 101.2.1 Appendices. The following appendices are adopted by the City of Avondale: Appendices B, C, I and J.

Section 101.4 is deleted in its entirety and replaced with the following:

Section 101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.7 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each reference. If another code is referenced elsewhere in this code and has not been adopted, then that section shall be considered invalid.

Section 101.4.1 is amended to read as follows:

Section 101.4.1 Electrical Any references to the ICC Electrical Code shall be deleted and the words “electrical code adopted by the City of Avondale and amended from time to time” shall be inserted in lieu thereof.

Section 101.4.4 is amended as follows:

Section 101.4.4 Plumbing. Delete the last sentence “The provisions of the International Private Sewage Disposal Code shall apply to private sewage disposal systems”.

Section 108.3 is amended as follows:

Section 108.3 Building Permit Valuation. The following shall be added after the last sentence:

For the purposes of determining valuations, the following chart, titled “Valuation Chart”, shall be used.

VALUATION CHART

Group 2003 International Building Code		Types of Construction, Cost per Square Foot								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, Theaters, with stage	184	178	174	167	155	154	161	143	138
A-1	Assembly, Theaters, without stage	170	164	160	153	141	140	147	129	124
A-2	Assembly, nightclubs	143	139	135	130	121	120	126	111	107
A-2	Assembly, restaurant, bars, banquet hall	142	138	133	129	119	119	125	109	106
A-3	Assembly, churches	171	165	160	153	141	140	148	129	124
A-3	Assembly, general, community halls, libraries, museums	144	139	134	128	115	115	122	103	99
A-4	Assembly, arenas	142	138	133	129	119	119	125	109	106
B	Business	146	141	137	130	117	116	125	104	100
E	Educational	155	150	146	139	129	126	135	115	111
F-1	Factory and industrial, moderate hazard	88	84	80	77	67	68	74	57	54
F-2	Factory and industrial, low hazard	87	83	80	76	67	67	73	57	53
H-1	High hazard, explosive	83	79	75	71	62	62	68	53	N.P.
H-234	High hazard	83	79	75	71	62	62	68	53	49
H-5	HPM	146	141	137	130	117	116	125	104	100
I-1	Institutional, supervised environment	144	139	136	130	119	119	129	110	106
I-2	Institutional, hospitals	243	238	233	227	213	N.P.	222	200	N.P.
I-2	Institutional, nursing homes	170	165	160	154	141	N.P.	149	128	N.P.
I-3	Institutional, restrained	166	161	156	150	138	136	145	125	119
I-4	Institutional, day care facilities	144	139	136	130	119	119	129	110	106
M	Mercantile	107	102	98	94	84	85	89	74	71
R-1	Residential, hotels	145	140	136	131	120	120	130	110	106
R-2	Residential, multiple family	121	116	113	107	97	97	107	87	83
R-3	Residential, one and two family	116	113	110	107	102	102	105	98	92
R-4	Residential, care/assisted living facilities	144	139	136	130	119	119	129	110	106
S-1	Storage, moderate hazard	82	78	73	70	60	61	67	51	48
S-2	Storage, low hazard	81	77	73	69	60	60	66	51	47
U	Utility, miscellaneous	62	59	56	53	46	46	49	38	36

VALUATION CHART FOR OTHER

Other Types of Construction	Cost per Square Foot
Tenant Improvement - Vanilla Shell	\$ 20.00
Tenant Improvement - Office	\$ 20.00
Tenant Improvement - Restaurant	\$ 40.00
Tenant Improvement - Medical	\$ 50.00

Residential Patio add on	\$ 7.00
Residential Room Addition add on	\$ 20.00

Section 108.4 is amended as follows:

Section 108.4 Work Commencing Before Permit Issuance. The following shall be added after the last sentence:

This fee shall be equal to the amount of the permit fee required by this code. The payment of such fee shall not exempt an applicant from compliance with all other provisions of either this code or other requirements, nor from the penalty prescribed by law.

Section 108.6 is deleted in its entirety and replaced with the following:

Section 108.6 Refunds. The building official shall be permitted to authorize refunding of a fee paid hereunder which was erroneously paid or collected.

The building official shall be permitted to authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official shall be permitted to authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.

The building official shall not be permitted to authorize refunding of any fee paid except upon written application filed by the original permittee not later than 90 days after the date of fee payment.

Section 201.3 is deleted in its entirety.

Section 201.4 is deleted in its entirety and replaced with the following:

Section 201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies. Webster's Third New International Dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meanings.

Section 308.2 is deleted in its entirety and replaced with the following:

Section 308.2 Group I-1 This occupancy shall include buildings, structures or parts thereof housing more than 10 persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a residential environment that provides supervisory care services. The occupants are capable of responding to an emergency situation without physical assistance from staff. This group shall include, but not be limited to, the following:

- Residential board and care facilities
- Assisted living centers

Halfway houses
Group homes
Congregate care facilities
Social Rehabilitation facilities
Alcohol and drug abuse centers
Convalescent facilities

A facility such as the above with 10 or fewer persons shall be classified as a Group R-4 Condition 1 or shall comply with the International Residential Code in accordance with Section 101.2 where the building is in compliance with Section 419 of this code.

Section 308.3 Group I-2 is deleted in its entirety and replaced with the following:

Section 308.3 Group I-2. This occupancy shall include buildings and structures used for medical, surgical, psychiatric, nursing, custodial, personal or directed care on a 24-hour basis of more than five persons who are not capable of self-preservation by responding to an emergency situation without physical assistance from staff. This group shall include, but not be limited to, the following:

Hospitals
Nursing homes (both intermediate-care and skilled nursing facilities)
Mental hospitals
Detoxification facilities

A facility such as the above with five or fewer persons shall be classified as Group R-3 or shall comply with the International Residential Code in accordance with Section 101.2. This occupancy shall also include buildings and structures used for assisted living homes providing supervisory, personal or directed care on a 24-hour basis of more than 10 persons who are not capable of self-preservation by responding to an emergency situation without physical assistance from staff. A facility such as the above with ten or fewer persons shall be classified as R-4 Condition 2.

Section 310.1.R4 is deleted in its entirety and replaced with the following:

Section 310.1.R4. R-4 Residential occupancies shall include buildings arranged for occupancy as residential care/assisted living homes including not more than 10 occupants, excluding staff.

Section 310.1 is amended by adding the following two subsections:

Section 310.1.1 Condition 1. This occupancy condition shall include facilities licensed to provide supervisory care services, in which occupants are capable of self-preservation by responding to an emergency without physical assistance from staff. Condition 1 facilities housing more than 10 persons shall be classified as Group I-1.

Section 310.1.2 Condition 2. This occupancy condition shall include facilities licensed to provide personal or directed care services, in which occupants are incapable of self-

preservation by responding to an emergency without physical assistance from staff. Condition 2 facilities housing more than 10 persons shall be classified as Group I-2.

R-4 occupancies shall meet the requirements for construction as defined in Group R-3 except as otherwise provided for in this code and Section 419 or shall comply with the International Residential code in accordance with Section 101.2 where the building is in compliance with Section 419 of this code.

Section 310.2 is amended as follows:

Section 310.2 Definitions. The following definitions have been deleted in their entirety and replaced as follows:

PERSONAL CARE SERVICE. Assistance with activities of daily living that can be performed by persons without professional skills or professional training and includes the coordination or provision of intermittent nursing services and the administration of medications and treatments.

RESIDENTIAL CARE/ASSISTED LIVING HOME. A building or part thereof housing a maximum of 10 persons, excluding staff, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides supervisory, personal or directed services. This classification shall include, but not be limited to, the following: residential board and care facilities, assisted living homes, halfway houses, group homes, congregate care facilities, social rehabilitation facilities, alcohol and drug abuse centers and convalescent facilities.

Section 310.2 is amended by adding the following two definitions:

DIRECT CARE SERVICE. Care of residents, including personal care services, who are incapable of recognizing danger, summoning assistance, expressing need or making basic care decisions.

SUPERVISORY CARE SERVICE. General supervision, including daily awareness of resident functioning and continuing needs.

ADD A NEW SECTION 421 RESIDENTIAL CARE/ASSISTED LIVING HOMES:

Section 421 Residential Care/Assisted Living Homes

Section 422.1 Applicability. The provisions of this section shall apply to a building, or part thereof, housing not more than 10 persons, excluding staff, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides licensed care services. Except as specifically required by this division, R-4 occupancies shall meet all applicable provisions of Group R-3

Section 421.2 General. Buildings or portions of buildings classified as R-4 occupancies shall meet all the applicable provisions of Group R-3, may be constructed of any materials

allowed by this code, shall not exceed two stories in height nor be located above the second story in any building and shall not exceed 2000 square feet above the first story except as provided in Section 506.

Section 421.3 Special Provisions. R-4 occupancies having more than 2000 square feet of floor area above the first floor shall be of not less than one-hour fire-resistive construction throughout.

Section 421.3.1 Mixed uses. R-4 occupancies shall be separated from other uses as provided in Table 302.3.2

Section 421.4 Access and Means of Egress Facilities.

Section 421.4.1 Accessibility. R-4 occupancies shall be provided with at least one accessible route per the Arizonans with Disabilities Act. Sleeping rooms and associated toilets shall be accessible.

Exception: Existing buildings shall comply with Section 3409. Bathing and toilet facilities need not be made accessible, but shall be provided with grab bars in accordance with ICC/ANSI A 117.1.

Section 421.4.2.1 Number of Exits. Every story, basement or portion thereof shall have not less than two exits.

Exception: Basements and stories above the first floor containing no sleeping rooms may have one means of egress as provided in Chapter 10.

Section 421.4.2.2 Distance to Exits. The maximum travel distance shall comply with Section 1004, except that the maximum travel distance from the center point of any sleeping room to an exit shall not exceed 75 feet.

Section 421.4.2.3 Emergency Exit Illumination. In the event of a power failure, exit illumination shall be automatically provided from an emergency system powered by storage batteries or an onsite generator set installed in accordance with the Electrical Code.

Section 421.4.2.4 Emergency Escape and Rescue. R-4 occupancies shall comply with the requirements of Section 1025, except that Exception 1 to Section 1025.1 does not apply to R-4 occupancies.

Section 421.4.2.5 Delayed Egress Locks. In R-4 Condition 2 occupancies, delayed egress locks shall be permitted in accordance with Sections 1008.1.3.4 and 1008.1.8.6, items 1, 2, 4, 5 and 6.

Section 421.5 Smoke Detectors and Sprinkler System.

Section 421.5.1 Smoke Alarms. All habitable rooms and hallways in R-4 occupancies shall be provided with smoke alarms installed in accordance with Section 907.2.10.

Section 421.5.2 Sprinkler Systems. R-4 occupancies shall be provided with a sprinkler system installed in accordance with section 903.2.7. Sprinkler systems installed under this section shall be installed throughout, including attached garages and in R-4 Condition 2 facilities, and shall include attics and concealed spaces of or containing combustible materials. Such systems may not contain unsupervised valves between the domestic water riser control valve and the sprinklers. In R-4 Condition 2 occupancies, such systems shall contain water-flow switches electrically supervised by an approved supervising station and shall sound an audible signal at a constantly attended location.

Section 901.1 Scope. Is amended as follows:

Section 901.1 Scope. Add the following paragraph:

Wherever the words “Building Official” appear in Sections 901 through 911 they shall be deleted and the words “Fire Chief” shall be inserted in lieu thereof. Code sections preceded by [F] shall be considered to be maintained and administered under the International Fire code. Where there is a conflict regarding fire suppression systems and/or alarms between this code and the Fire Code, the Fire Code shall prevail.”

Section 901.5 is amended as follows:

Section 901.5 Acceptance tests. Delete the last sentence and replace with the following:

“It shall be unlawful to use, occupy, or furnish any portion of a structure until the fire protection systems of the structure have been tested and approved.”

Section 1008.1.2 is amended as follows:

Section 1008.1.2 Door swing. Exception 4 is deleted in its entirety and replaced with the following:

4. Doors within or serving a single dwelling unit in Groups R-2, R-3 as applicable in Section 101.2, and R-4.

Chapter 11 is amended as follows:

Section 1101.1 delete in its entirety and replace with the following:

Section 1101.1 Scope. The provisions of this chapter and the Arizona Revised Statutes (ARS) Section 41-1492 through 41-1492.12 shall control the design and construction of facilities for accessibility to physically disabled persons.

Section 1101.2 is deleted in its entirety and replace with the following:

Section 1101.2 Design. Buildings and facilities shall be designed and constructed to be accessible in accordance with this code. ICC A117.1, and in accordance with the provisions of

the State of Arizona Attorney General Administrative rules R-10-3-401 through R-10-3-404, whichever standard provides the greater degree of accessibility. This dual-reference provision shall apply in all cases where ICC A117.1 is referenced in this chapter.

Section 1103.2.6 is amended by adding the following sentences:

“The public portions of temporary sales offices/trailers are required to be accessible. There shall be accessible parking and an accessible route from the accessible parking aisle to the sales office/trailer and throughout the public portion of the sales office/trailer, including the design center. Accessible toilet rooms shall be provided according to this code.”

Section 1109.2.2 is amended by adding the following sentence:

“A baby changing station shall not be located within a water closet compartment.”

Section 1109.2.2 is amended by deleting the following:

“Exception # 4.

Section 1704.5 is amended as follows.

Section 1704.5 Masonry Construction: The following Exceptions shall be added:

Exception 4: Masonry fences six feet or less in height above grade.

Exception 5: Masonry retaining walls four feet or less in height from bottom of footing to top of wall unless supporting a surcharge or impounding flammable liquids.

Section 3109 is deleted in its entirety and replaced with the following:

Section 3109 Swimming Pool Enclosures and Safety Devices. Swimming pool enclosures and safety devices shall be installed pursuant to Arizona Revised Statutes § 36-1681.

**AVONDALE/MAG AMENDMENTS
TO THE 2006 INTERNATIONAL RESIDENTIAL CODE**

Section R101.1 is amended as follows:

Section R101.1 Title. Insert the words “City of Avondale” as the name of jurisdiction.

Section R102.5 is deleted in its entirety and replaced with the following:

Section R102.5 Appendices. The following appendices are adopted by the City of Avondale: Appendices A, B, C, D, H, J and K.

Section R102.7 is amended as follows:

Section R102.7 Existing structures. The words “International Property Maintenance Code or the International Fire Code” are deleted and the words “as adopted by the City of Avondale and amended from time to time” are inserted in lieu thereof.

Section R105.2 is amended as follows:

Section R105.2 Work exempt from permit: Item #1 under “Building:” is deleted in its entirety and replaced with the following:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11.15m²).

Section R105.3.2 is deleted in its entirety and replaced with the following:

Section R105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application had been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one extension of time for a period not to exceed 180 days. The extension shall be requested in writing and justifiable cause demonstrated. Before such work recommences, the extension will be granted provided no changes have been made or will be made in the original construction documents for such work and provided further that such suspension or abandonment has not exceeded one year.

Section R107.3 is amended as follows:

Section R107.3 Temporary power. The words “ICC Electrical Code” are deleted and the words “Electrical Code adopted by the City of Avondale and amended from time.” are inserted in lieu thereof.

Section R110.2 is amended as follows:

Section R110.2 Change in use. The following words are added to the end of the sentence:

“as adopted by the City of Avondale and amended from time to time.”

Section R201.4 is deleted in its entirety and replaced with the following:

Section R201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies. Webster’s Third New International Dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meanings.

Section R202 Definitions. The following definition is amended to read as follows:

EXTERIOR WALL. An above-grade wall that defines the exterior boundaries of a building. Includes between floor spandrels, peripheral edges of floors, roofs and basements knee walls, dormer walls, gable end walls, walls enclosing a mansard roof and basement walls with an average below grade wall area that is less than 50 percent of the total opaque and non-opaque area of that enclosing side.

Table R301.2(1) is deleted in its entirety and replaced with the following:

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Ground Snow Load	Wind Speed ⁶ (mph)	Seismic Design Category ⁹	Subject To Damage From				Winter Design Temp ^f	Ice Shield Under-Layment Required ⁱ	Flood Hazards ^h	Air Freezing Index ^j	Mean Annual Temp ^k
			Weathering ⁸	Frost Line Depth ^b	Termite ^c	Decay ^d					
N/A	90 mph Exposure C	B	Moderate	N/A	Moderate to Heavy	None to Slight	24°F		Jurisdiction Specific		

(Footnotes to remain unchanged)

Table R301.5 is amended to modify the following:

USE	LIVE LOAD
Attics with storage ^{b,e}	40
Sleeping rooms	40

(Remainder of Section to remain unchanged)

Section R305.1 is amended as follows:

Section R305.1 Minimum height. The first paragraph is deleted in its entirety and replaced with the following:

Habitable rooms shall have a ceiling height of 7 feet 6 inches (2286 mm). Hallways, corridors, bathrooms, toilet rooms, laundry rooms and basements shall have a ceiling height of not less than 7 feet (2134 mm).

Section R309.1 is amended as follows:

Section R309.1 Opening protection. The following sentence is added to the end of the first paragraph:

Doors providing opening protection shall be maintained self-closing and self-latching.

Section R312.2 is amended as follows:

Section R312.2 Guard opening limitations. The following sentence is added to the end of the first paragraph:

Required guards shall not be constructed with horizontal rails or other ornamental pattern that results in a ladder effect.

Section R313.1 is amended by adding the following subsection:

4. Where the ceiling height of a room open to the hallway servicing bedrooms exceeds that of the hallway by 24 inches or more, smoke detectors shall be installed in the hallways and in the adjacent room.

Section M1305.1.1 is deleted in its entirety and replaced with the following:

Section M1305.1.1 Furnaces and air handlers. Furnaces and air handlers within compartments or alcoves shall have a minimum working space clearance of 3 inches (76 mm) along the sides, back, and top, with a total width of the enclosing space being at least 12 inches (305 mm) wider than the furnace or air handler. Furnaces having a firebox open to the atmosphere shall have at least a 6 inch (152 mm) working space along the front combustion chamber side. Combustion air openings at the rear and side of the compartment shall comply with the requirements of chapter 17.

Exception: This section shall not apply to replacement appliances installed in existing compartments and alcoves where the working space clearances are in accordance with the equipment or appliance manufacturer's installation instructions.

Add new Section M1305.1.5 to read as follows:

Section M1305.1.5 Heating, Air Conditioning, and Refrigeration Equipment Outlet. A 125-volt, single phase, 15 or 20 ampere rated receptacle outlet shall be installed in an accessible location for the servicing of heating, air conditioning, and refrigeration equipment. The receptacle shall be located on the same level and within 25 feet (7.5 meters) of the heating and air conditioning, and refrigeration equipment. The receptacle outlet shall not be connected to the load side of the equipment disconnecting means.

Section M1307.3 is amended by adding the following Exception:

Exception: Clothes dryers installed in private garages.

Section M1403.2 is deleted in its entirety and replaced with the following:

Section M1403.2 Foundations and supports. Supports and foundations for the outdoor mechanical systems shall be raised at least 3 inches (76 mm) above the finished grade and shall conform to the manufacturer's installation instructions.

Section M1703.2 is deleted in its entirety and replaced with the following:

Section M1703.2 Two openings or ducts. Outside combustion air shall be supplied through openings or ducts, as illustrated in Figures M1703.2(1), M1703.2(2), M1703.2(3) and M1703.2(4). One opening shall be within 12 inches (305mm) of the top of the enclosure and one within 12 inches (305mm) of the bottom of the enclosure. For LPG appliances, any duct serving the lower opening shall be at the floor level and slope to the outdoors without traps or pockets. Openings are permitted to connect to spaces directly communicating with the outdoors, such as ventilated crawl spaces or ventilated attic spaces. The same duct or opening shall not serve both combustion air openings. The duct serving the upper opening shall be level or extend upward from the appliance.

Section M2005.2 Prohibited locations. Is amended to read as follows:

Section M2005.2 Prohibited locations. Fuel-fired water heaters shall not be installed in a ~~room used as a storage~~ clothes closet. Water heaters installed in a bedroom or bathroom shall be installed in a sealed enclosure so that the combustion air will not be taken from the living space. Direct-vent water heaters are not required to be installed within an enclosure.

Section G2415.9 is deleted in its entirety and replaced with the following:

Section G2415.9 (404.9) Minimum burial depth. Underground piping systems shall be installed a minimum depth of 12 inches (305 mm) below grade for metal piping and 18 inches (457 mm) for plastic piping.

Section P3005.2.10 Cleanout equivalent is amended to read as follows:

Section P3005.2.10 Cleanout equivalent. A ~~fixture trap or a fixture~~ with an integral trap, readily removable without disturbing concealed piping shall be acceptable as a cleanout equivalent.

Section E3603.2 is deleted in its entirety and replaced with the following:

Section E3603.2 Kitchen and dining area receptacles. A minimum of two 20-ampere-rated branch circuits shall be provided to serve receptacles located in the kitchen, pantry,

breakfast area and dining area. The kitchen countertop receptacles shall be served by a minimum of two 20-ampere-rated branch circuits, either or both of which shall also be permitted to supply other receptacle outlets in the kitchen, pantry, breakfast area and dining area. Dishwasher and garbage disposer may be on the same 20-ampere branch circuit.

**AVONDALE/MAG AMENDMENTS
TO THE 2005 NATIONAL ELECTRICAL CODE**

The National Code, 2005 Edition, is amended in the following respects:

Section 80 Administration and Enforcement, is deleted in its entirety.

Section 90.1(A) is amended as follows:

Section 90.1(A) Practical Safeguarding. The following is added after the first paragraph:

Any and all electrical work for light, heat, power or any other purposes shall be installed in conformity with the rules and regulations as set forth in this Code and that document titled the National Electrical Code, 2005 Edition and in conformity with the rules and regulations as set forth by the Building Official.

Section 90.1 is amended by adding the following subsections:

(E) The International Building Code, 2006 Edition, Chapter One, as adopted by the City of Avondale and amended from time to time, shall be considered the Administrative Code for this sub-section.

Section 90.6 is deleted in its entirety and replaced with the following:

Section 90.6 Formal interpretations. To promote uniformity of interpretation and application of the provisions of this Code, Section 112, "Board of Appeals", of the International Building Code, 2006 Edition, as adopted by the City and amended from time to time, shall provide established procedures for appeals of interpretation under this Section.

Section 230 is amended by adding the following subsection:

Section 230.63 Location. All service equipment rated 1000 amperes or more located inside a building shall be enclosed within a room or space separated from the rest of the building by not less than one-hour fire-resistive occupancy separation or fire barrier installed in compliance with the building code.

Section 250.118 is amended as follows:

Section 250.118 Types of equipment grounding conductors. Subsections 4, 5, 6, 7 and 8 are deleted in their entirety.

Table 310.15 is amended as follows:

Table 310.15 (B)(6), Conductor Types and Sizes for 120/240-Volt, 3-Wire, Single-Phase Dwelling Services and Feeders, is deleted in its entirety and replaced with a new Table 310.15(B)(6) as follows:

TABLE 310.15(B)(6)

Conductor (AWG or kcmil)

Copper	Aluminum or Copper-Clad Aluminum	Service or Feeder Rating (Amperes)	
		$\leq 30^{\circ}\text{C}$ (86°F)	$> 30^{\circ}\text{C}$ (86°F)
4	2	100	----
3	1	110	----
2	1/0	125	<u>100</u>
1	2/0	150	<u>125</u>
1/0	3/0	175	<u>150</u>
2/0	4/0	200	<u>175</u>
3/0	250	225	<u>200</u>
4/0	300	250	<u>225</u>
250	350	300	<u>250</u>
350	500	350	<u>300</u>
400	600	400	<u>350</u>
500	750	----	400

Section 334.10 is amended as follows:

Section 334.10 Uses Permitted. Subsection 1 is deleted in its entirety and replaced with the following:

(1) One- and two-family dwellings, multi-family dwellings and other residential accessory structures.

Section 334.12 is amended as follows:

Section 334.12(A) Types NM, NMC and NMS. Subsections (2), (3), (4), (5), (6), (7), (8) and (9) are deleted in their entirety.

Section 358.10(B) is deleted in its entirety and replaced with the following:

Section 358.10(B) Corrosion Protection. Ferrous or nonferrous EMT, elbows, couplings and fittings shall be permitted to be installed in concrete, that is not in direct contact with the earth or in areas subject to severe corrosive influences where protected by corrosion protection and judged suitable for the condition.

Section 358.12 is amended to add a subsection as follows:

(7). On or below grade.

**AVONDALE/MAG AMENDMENTS
TO THE 2006 INTERNATIONAL MECHANICAL CODE**

The International Mechanical Code, 2006 Edition, is amended in the following respects:

Section 101.1 is amended as follows:

Section 101.1 Title. Insert the words “City of Avondale” as the name of jurisdiction.

Section 106.4.4 is deleted in its entirety and replaced with the following:

Section 106.4.4 Extensions. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application had been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one extension of time for a period not to exceed 180 days. The extension shall be requested in writing and justifiable cause demonstrated.

Section 106.5.2 is deleted in its entirety and replaced with the following:

Section 106.5.2 Fee schedule. All fees shall be in accordance with Chapter One of the International Building Code as adopted by the City of Avondale and amended from time to time.

Section 106.5.3 is deleted in its entirety and replaced with the following:

Section 106.5.3 Fee refunds. The code official shall be permitted to authorize refunding of a fee paid hereunder which was erroneously paid or collected.

The code official shall be permitted to authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The code official shall be permitted to authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.

The code official shall not be permitted to authorize refunding of any fee paid except upon written application filed by the original permittee not later than 90 days after the date of fee payment.

Section 108.4 is deleted in its entirety.

Section 108.5 is amended as follows:

Section 108.5 Stop work order. The last sentence is amended to read as follows:

Any person who shall continue any work on the system after having been served by a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine as established by the City of Avondale.

Section 201.4 is deleted in its entirety and replaced with the following:

Section 201.4 Terms not defined. Where terms are not defined through the methods authorized by this chapter, such terms shall have ordinarily accepted meanings such as the context implies. Webster's Third New International Dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meanings.

Section 303.3 is amended by adding a new subsection as follows:

6. Gas fired appliances with natural draft venting shall not be installed in any room operating under negative pressure unless the appliances are listed for that use.

Section 304.3 is amended by adding the following Exception:

Exception: Clothes dryers installed in private garages.

Section 307.2.2 is deleted in its entirety and replaced with the following:

Section 307.2.2 Drain pipe materials and sizes. Components of the condensate disposal system shall be cast iron, galvanize steel, copper, cross-linked polyethylene, polybutylene, polyethylene, ABS CPVC or PVC pipe or tubing. All components shall be selected for the pressure and temperature rating of the installation. Condensate waste and drain line size shall be not less than 3/4-inch (19 mm) internal diameter and shall not decrease in size from the drain pan connection to the place of condensate disposal. Where the drain pipes for more than one unit are manifolded together for condensate drainage, the pipe or tubing shall be sized in accordance with the following:

<u>EQUIPMENT CAPACITY</u>	<u>MINIMUM CONDENSATE PIPE DIAMETER</u>
<u>Up to 20 tons (70.3 kw) of refrigeration</u>	<u>3/4 inch (19 mm)</u>
<u>Over 20 tons (70.3 kw) to 40 tons (141 kw) of refrigeration</u>	<u>1 inch (25 mm)</u>
<u>Over 40 tons (141 kw) to 90 tons (317 kw) of refrigeration</u>	<u>1 1/4 inch (32 mm)</u>
<u>Over 90 tons (317 kw) to 125 tons (440 kw) of refrigeration</u>	<u>1 1/2 inch (38 mm)</u>
<u>Over 125 tons (440 kw) to 250 tons (879 kw) of refrigeration</u>	<u>2 inch (51 mm)</u>

Such piping shall maintain a minimum horizontal slope in the direction of discharge of not less than one-eighth unit vertical in 12 unit's horizontal (1-percent slope).

**AVONDALE AMENDMENTS
TO THE 2006 INTERNATIONAL PLUMBING CODE**

The International Plumbing Code, 2006 Edition, is amended in the following respects:

Section 101.1 is amended as follows:

Section 101.1 Title. Insert the words “City of Avondale” as the name of jurisdiction.

Section 106.5.4 is deleted in its entirety and replaced with the following:

Section 106.5.4 Extensions. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application had been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one extension of time for a period not to exceed 180 days. The extension shall be requested in writing and justifiable cause demonstrated.

Section 106.6.3 is deleted in its entirety and replaced with the following:

106.6.3 Fee refunds. The code official shall be permitted to authorize refunding of a fee paid hereunder which was erroneously paid or collected.

The code official shall be permitted to authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code

The code official shall be permitted to authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.

The code official shall not be permitted to authorize refunding of any fee paid except upon written application filed by the original permittee not later than 90 days after the date of fee payment.

Section 108.4 is deleted in its entirety,

Section 108.5 is amended as follows:

Section 108.5 Stop work orders. The last sentence is amended to read as follows:

Any person who shall continue any work on the system after having been served by a stop work order except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine as established by the City of Avondale.

Section 201.4 is deleted in its entirety and replaced with the following:

Section 201.4 Terms not defined. Where terms are not defined through the methods authorized by this chapter, such terms shall have ordinarily accepted meanings such as the context implies. Webster's Third New International Dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meanings.

Section 410.1 is amended as follows:

Section 410.1 Approval. Delete the last sentence and replace with the following:

“In other occupancies, where drinking fountains are required, bottle water dispensers or water coolers shall be permitted to be substituted.”

Section 1202 Medical Gases Add a new section, as follows:

Section 1202.1.1 Level 3 dental facilities. Vacuum piping installed under an on grade floor shall be installed in compliance with recommendations and drawings prepared by a registered design professional and contained within the dental equipment manufacturer's specifications and details, and with the otherwise applicable provisions of NFPA99C- 2005. All drawings and specifications shall be sufficiently comprehensive as to provide prescriptive installation criteria. Special inspection in accordance with IBC Section 1704.1 shall be provided.

**AVONDALE AMENDMENTS
TO THE 2006 INTERNATIONAL FUEL GAS CODE**

The International Mechanical Code, 2006 Edition, is amended in the following respects:

Section 101.1 is amended as follows:

Section 101.1 Title. Insert the words “City of Avondale” as the name of jurisdiction.

Section 106.4.4 is deleted in its entirety and replaced with the following:

Section 106.4.4 Extensions. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application had been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one extension of time for a period not to exceed 180 days. The extension shall be requested in writing and justifiable cause demonstrated.

Section 106.5.2 is deleted in its entirety and replaced with the following:

Section 106.5.2 Fee schedule. All fees shall be in accordance with Chapter One of the International Building Code as adopted by the City of Avondale and amended from time to time.

Section 106.5.3 is deleted in its entirety and replaced with the following:

Section 106.5.3 Fee refunds. The code official shall be permitted to authorize refunding of a fee paid hereunder which was erroneously paid or collected.

The code official shall be permitted to authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The code official shall be permitted to authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.

The code official shall not be permitted to authorize refunding of any fee paid except upon written application filed by the original permitted not later than 90 days after the date of fee payment.

Section 108.4 is deleted in its entirety.

Section 108.5 is amended as follows:

Section 108.5 Stop work order. The last sentence is amended to read as follows:

Any person who shall continue any work on the system after having been served by a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine as established by the City of Avondale.

Section 201.4 is deleted in its entirety and replaced with the following:

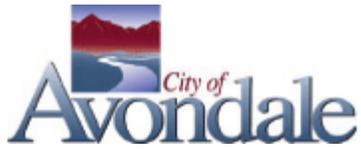
Section 201.4 Terms not defined. Where terms are not defined through the methods authorized by this chapter, such terms shall have ordinarily accepted meanings such as the context implies. Webster's Third New International Dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meanings.

**AVNODALE AMENDMENTS
TO THE 2006 INTERNATIONAL ENERGY CONSERVATION CODE**

The International Energy Conservation Code, 2006 Edition, is amended in the following respects:

Section 101.1 is amended as follows:

Section 101.1 Title. Insert the words “City of Avondale” as the name of jurisdiction.



CITY COUNCIL REPORT

SUBJECT:
Executive Session

MEETING DATE:
February 12, 2007

TO: Mayor and Council
FROM: Linda Farris
THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

[Click to download](#)

No Attachments Available