

CITY COUNCIL AGENDA

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

WORK SESSION
December 6, 2010
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 [PROPOSED AMENDMENTS TO AVONDALE MUNICIPAL CODE - CHAPTER 4 - BUILDING REGULATIONS](#)

City Council will discuss amendments to Chapter 4 of the City Code, Buildings and Building Regulations, the 2009 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 2008 Edition of the National Electrical Code, and the Avondale Amendments to these codes. For information, discussion and direction only.

3 ADJOURNMENT

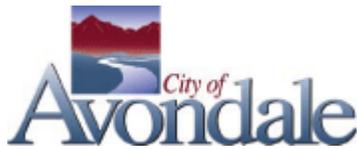
Respectfully submitted,

A handwritten signature in cursive script that reads "Carmen Martinez".

Carmen Martinez
City Clerk

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CITY COUNCIL REPORT

SUBJECT:

Proposed Amendments to Avondale Municipal Code - Chapter 4 - Building Regulations

MEETING DATE:

December 6, 2010

TO: Mayor and Council

FROM: Sue McDermott, P.E., Director of Development Services & Engineering, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this item is to discuss with the City Council amendments to Chapter 4 of the City Code, Buildings and Building Regulations, the 2009 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 2008 Edition of the National Electrical Code, and the Avondale Amendments to these codes. This item is for discussion purposes only.

BACKGROUND:

The Codes were developed by the International Code Council and the combined efforts of various affected parties including 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 2009 series. The National Electrical Code was developed by the National Fire Protection Association (NFPA). The 2008 International Electrical Code cross references the 2008 National Electrical Code. The various jurisdictions in Arizona historically 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 2009 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 in May 2010.

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 City Code currently incorporates the 2006 series of the International Building Code, the International Residential Code, and the International Mechanical Code; the International Plumbing Code; the International Energy Conservation Code, the 2005 National Electrical Code and the related MAG Amendments. These codes were adopted by the City of Avondale in February 2007.

The proposed ordinance will 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. Due to revisions in the valuation chart that is used in calculating building permit fees, the effective date of the ordinance is proposed to be February 7, 2011 to allow

for the 60-day notice required for fee adjustments. This will also provide the construction industry time to adjust their building plans as needed prior to the effective date.

Some of the other Cities in the state are in the process of adopting the 2009 Codes. All of the members of MAG have agreed to adopt the 2009 Codes along with the recommended amendments in 2011. The Arizona Home Builders Association, and Architects and Engineers Groups in Arizona have all been involved in the development of the MAG amendments and are in support of them.

Staff will provide the City Council with a summary of significant code revisions.

BUDGETARY IMPACT:

When adopted, the new codes will include changes to the fees charged for building permits.

RECOMMENDATION:

This item is for Council discussion and direction. Staff proposes to request City Council approval of the new building codes at the February 7, 2011 City Council meeting.

ATTACHMENTS:

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 [Proposed Avondale Amendments](#)

**THE AVONDALE AMENDMENTS TO
THE 2009 INTERNATIONAL BUILDING CODE,
THE 2009 INTERNATIONAL RESIDENTIAL CODE,
THE 2009 INTERNATIONAL MECHANICAL CODE
THE 2009 INTERNATIONAL PLUMBING CODE
THE 2008 NATIONAL ELECTRICAL CODE
THE 2009 INTERNATIONAL FUEL GAS CODE
THE 2009 INTERNATIONAL ENERGY CONSERVATION CODE**

**AVONDALE AMENDMENTS
TO THE 2009 INTERNATIONAL BUILDING CODE**

The International Building Code, 2009 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 101.4.6 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 101.4.3 is amended as follows:

Section 101.4.3 Plumbing. Delete the last sentence “The provisions of the International Private Sewage Disposal Code shall apply to private sewage disposal systems”.

Section 109.3 is amended as follows:

Section 109.3 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. This “Valuation Chart” shall be updated on January 1st of each year with the Cost per Square Foot.

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	202	195	190	182	172	167	177	157	151
A-1	Assembly, Theaters, without stage	182	176	171	163	153	148	158	138	132
A-2	Assembly, nightclubs	155	151	147	141	133	129	136	121	116
A-2	Assembly, restaurant, bars, banquet hall	154	150	145	140	131	128	135	119	115
A-3	Assembly, churches	186	179	175	167	156	151	161	141	135
A-3	Assembly, general, community halls, libraries, museums	157	150	145	138	126	122	132	111	106
A-4	Assembly, arenas	181	175	169	162	151	147	157	136	131
B	Business	154	149	144	137	125	120	132	109	105
E	Educational	171	165	160	153	141	134	147	123	119
F-1	Factory and industrial, moderate hazard	94	90	85	82	73	70	79	60	57
F-2	Factory and industrial, low hazard	93	89	85	81	73	69	78	60	56
H-1	High hazard, explosive	88	84	80	76	69	64	73	56	N.P.
H-234	High hazard	88	84	80	76	69	64	73	56	51
H-5	HPM	154	149	144	137	125	120	132	109	105
I-1	Institutional, supervised environment	159	153	148	142	130	127	138	117	112
I-2	Institutional, hospitals	260	255	250	243	230	N.P.	238	214	N.P.
I-2	Institutional, nursing homes	182	176	171	165	153	N.P.	159	137	N.P.
I-3	Institutional, restrained	178	172	167	160	149	143	155	134	127
I-4	Institutional, day care facilities	159	153	148	142	130	127	138	117	112
M	Mercantile	115	111	106	101	93	90	97	80	77
R-1	Residential, hotels	160	154	150	143	132	128	140	118	114
R-2	Residential, multiple family	134	128	124	117	106	103	114	93	88
R-3	Residential, one and two family	126	122	119	116	112	109	114	105	98
R-4	Residential, care/assisted living facilities	159	153	148	142	130	127	138	117	112
S-1	Storage, moderate hazard	87	83	78	75	67	63	72	54	50
S-2	Storage, low hazard	86	82	78	74	67	62	71	54	49
U	Utility, miscellaneous	68	64	60	57	51	47	54	39	37

VALUATION CHART FOR OTHER

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

Tennant Improvement - Restaurant	\$ 40.00
Tennant Improvement - Medical	\$ 50.00
Residential Patio addition, etc.	\$ 7.00
Residential Room Addition, Remodel etc	\$ 20.00
Fencing requiring a permit	\$ 2.00 a Square Foot

Section 109.4 is amended as follows:

Section 109.4 Work Commencing Before Permit Issuance. The following shall be added after the last sentence:

This fee shall be equal to double the amount of the Building, Plan Review, Electric, Plumbing and Mechanical permit fees 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 109.6 is deleted in its entirety and replaced with the following:

Section 109.6 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 716.5.4. Exceptions is amended as follows:

Exceptions: Add new exception # 4 to read as follows:

4. Such walls are penetrated by ducted HVAC systems, have a required fire-resistance rating of 1 hour or less and are in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2. For the purposes of this exception, a ducted HVAC system shall be a duct system for conveying supply, return or exhaust air as part of the structure's HVAC system. Such a duct system shall be constructed of sheet steel not less than 26 gage thickness and shall be continuous from the air-handling appliance or equipment to the air outlet and inlet terminals.

Section 901.1 Scope. Is amended as follows:

Section 901.1 Scope. Add the following paragraph:

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 stall”

Section 1210.2 is amended as follows:

Section 1210.2 Walls and Partitions: Walls and partitions within 2 feet (610 mm) of service sinks, urinals and water closets shall have a smooth, hard nonabsorbent surface, to a height of 4 feet (1219 mm) above the floor and except for structural elements, the materials used in such walls shall be of a type that is not adversely affected by moisture.

Revision to Table 1607.1

Revise Table 1607.1 as follows:

OCCUPANCY OR USE	UNIFORM (psf)	CONCENTRATED (lbs.)
27. Residential		
One-and two-family dwellings		
Uninhabitable attics with limited storage ^{i,j,k}	20 <u>40</u>	
Habitable attics and sleeping areas	30 <u>40</u>	
(no other changes in item 27)		

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.

APPENDIX I revision:

Section I104.2 Footings: is deleted in its entirety.

**AVONDALE/MAG AMENDMENTS
TO THE 2009 INTERNATIONAL RESIDENTIAL CODE**

The International Residential Code 2009 edition is amended as follows:

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, G, H, J, K, and P.

APPENDIX G Section AG 105 is deleted in its entirety and replace with the following:

Section AG 105 shall meet the requirements of ARS 36-1681

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).
2. Fences over four (4) foot in height require a permit.

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

Section R 105.3.2 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 R108.6 Work commencing before permit issuance: The following shall be added after the last sentence:

This fee shall be equal to double the amount of the Building, Plan Review, Electric, Plumbing and Mechanical permit fees 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 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.

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 limited storage ^{b,e}	20 <u>40</u>
Habitable attics and attics served with fixed stairs	30 <u>40</u>
Sleeping rooms	30 <u>40</u>

(Remainder of Section to remain unchanged)

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 R313.2 One- and two-family dwellings automatic fire systems is amended to read as follows:

Section R313.2 Two-family dwellings automatic fire systems. An automatic residential fire sprinkler system shall be installed in two- family dwellings.

Section R314.3 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 M1503.1 General. Is amended to read as follows:

Section M1503.1 Range hoods shall discharge to the outdoors through a single wall duct. The duct serving the hood shall have a smooth interior surface, shall be airtight, and shall be equipped with a backdraft damper. Changes in size or direction shall be accomplished with a pre-manufactured transition fitting. Ducts serving range hoods shall not terminate in an attic or crawl space or areas inside the building.

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 for storage or 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 G2415.10 is deleted in its entirety and replaced with the following:

Section G2415.10 (404.10) 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.

Delete Section G2415.10.1 Individual outside appliances is deleted in its entirety:

Reason: The elimination of the section addressing individual outside appliances is because the risks are the same whether the line serves multiple appliances or a single appliance. With similar risks, similar depths should be required.

Revision to Section P2803.6.1

Revise number 2 of Section P2803.6.1 to read as follows:

2. Discharge through an air gap located in the same room as the water heater except where the discharge is to the outdoors, not subject to freezing and the piping terminates not less than 6 inches (152 mm) and not more than 12 inches (305mm) above grade.

Add number 14 to read:

14. Direct the discharge in a downward direction.

APPENDIX H is amended as follows:

Section AH106.1 Footings: is deleted in its entirety.

**AVONDALE/MAG AMENDMENTS
TO THE 2008 NATIONAL ELECTRICAL CODE**

The National Code, 2008 Edition, is amended in the following respects:

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

Section 90.1 is amended as follows:

Section 90.1(E) 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, 2008 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, 2009 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 113, "Board of Appeals", of the International Building Code, 2009 Edition, as adopted by the City and amended from time to time, shall provide established procedures for appeals of interpretation under this Section.

ARTICLE 230 is amended by adding the following section:

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. The equipment grounding conductor run with or enclosing the circuit conductors shall be one or more or a combination of the following:

FPN: For effective ground-fault current path, see 250.2 Definition.

(1) A copper, aluminum, or copper-clad aluminum conductor. This conductor shall be solid or stranded; insulated, covered, or bare; and in the form of a wire or a busbar of any shape.

(2) Rigid metal conduit.

(3) Intermediate metal conduit.

(4) Electrical metallic tubing with an additional equipment grounding conductor.

(5) Listed flexible metal conduit with an additional equipment grounding conductor, and meeting all the following conditions:

a. The conduit is terminated in listed fittings.

b. The combined length of flexible metal conduit and liquidtight flexible metal conduit in the same ground return path does not exceed 1.8 m (6 ft) for feeders and 15 m (50 ft) for branch circuits

c. The additional equipment grounding conductor is terminated at each termination or junction point.

(6) Listed liquidtight flexible metal conduit meeting all the following conditions:

a. The conduit is terminated in listed fittings.

b. For metric designators 12 through 16 (trade sizes $\frac{3}{8}$ through $\frac{1}{2}$), the circuit conductors contained in the conduit are protected by overcurrent devices rated at 20 amperes or less.

c. For metric designators 21 through 35 (trade sizes $\frac{3}{4}$ through 1-1/4), the circuit conductors contained in the conduit are protected by overcurrent devices rated not more than 60 amperes and there is no flexible metal conduit, flexible metallic tubing, or liquidtight flexible metal conduit in trade sizes metric designators 12 through 16 (trade sizes $\frac{3}{8}$ through $1\frac{1}{2}$) in the grounding path.

d. The combined length of flexible metal conduit and flexible metallic tubing and liquidtight flexible metal conduit in the same ground return path does not exceed 1.8 m (6 ft).

e. Where used to connect equipment where flexibility is necessary after installation, an equipment grounding conductor shall be installed.

(7) Listed liquidtight flexible metal conduit with an additional equipment grounding conductor and meeting all the following conditions:

a. The conduit is terminated in listed fittings.

b. The combined length of liquidtight flexible metal conduit and flexible metal conduit in the same ground return path does not exceed 15 m (50 ft) for branch circuits and 1.8 m (6 ft) for feeders.

c. The additional equipment grounding conductor is terminated at each termination or junction point.

(8) Flexible metallic tubing where the tubing is terminated in listed fittings and meeting the following conditions:

a. The circuit conductors contained in the tubing are protected by overcurrent devices rated at 20 amperes or less.

b. The combined length of flexible metal conduit and flexible metallic tubing and liquidtight flexible metal conduit in the same ground return path does not exceed 1/8 m (6 ft).

(9) Armor of Type AC cable with an additional equipment grounding conductor and as provided in 320.108.

(10) The copper sheath of mineral-insulated, metal-sheathed cable.

(11) Type MC cable where listed and identified for grounding in accordance with the following:

a. The combined metallic sheath and grounding conductor of interlocked metal tape-type MC cable.

b. The metallic sheath or the combined metallic sheath and grounding conductors of the smooth or corrugated tube-type MC cable.

(12) Cable trays as permitted in 392.3 and 392.7.

(13) Cablebus framework as permitted in 370.3.

(14) Other listed electrically continuous metal raceways and listed auxiliary gutters.

(15) Surface metal raceways listed for grounding.

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 kemil)

Copper	Aluminum or Copper-Clad Aluminum	Service or Feeder Rating (Amperes)	
		< 30 C (80 F)	> 30 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	-----	<u>400</u>

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 AMENDMENTS
TO THE 2009 INTERNATIONAL MECHANICAL CODE**

The International Mechanical Code, 2009 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. Fuel 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 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:

EQUIPMENT CAPACITY

**MINIMUM CONDENSATE
PIPE DIAMETER**

<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 2009 INTERNATIONAL PLUMBING CODE**

The International Plumbing Code, 2009 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.

Add a new Section 101.5 to read as follows:

Section 101.5 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

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 504.6 Requirements for discharge piping is amended as follows:

Revise #2 to read as follows:

2. Discharge through an air gap located in the same room as the water heater except where the discharge is to the outdoors, not subject to freezing and the piping terminates not less than 6 inches (152mm) and not more than 12 inches (305mm) above grade.

Add # 14 to read as follows:

14. Direct the discharge in a downward direction.

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 NFPA99- 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 2009 INTERNATIONAL FUEL GAS CODE**

The International Mechanical Code, 2009 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 106.6.2 is deleted in its entirety and replaced with the following:

Section 106.6.2 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 106.6.3 is deleted in its entirety and replaced with the following:

Section 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 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.

Section 404.10 Minimum burial depth. Is revised to read as follows:

Section 404.10 Minimum burial depth. Underground piping systems shall be installed a minimum depth of 12 inches (305mm) below grad for metal piping and 18 inches (457mm) for plastic piping.

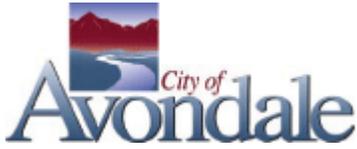
Section 404.10.1 Is deleted in its entirety.

**AVNODALE AMENDMENTS
TO THE 2009 INTERNATIONAL ENERGY CONSERVATION CODE**

The International Energy Conservation Code, 2009 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 AGENDA

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

REGULAR MEETING
December 6, 2010
7:00 PM

**CALL TO ORDER BY MAYOR ROGERS
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION**

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

(Limit three minutes per person. Please state your name.)

3 CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. APPROVAL OF MINUTES

1. Goal Setting Meeting of November 8, 2010
2. Work Session of November 15, 2010
3. Regular Meeting of November 15, 2010
4. Special Meeting of November 22, 2010

b. SPECIAL EVENT LIQUOR LICENSES - RACEWAY ELKS - FUNDRAISING EVENTS

City Council will consider two special event liquor license applications from Mr. Gary Bruce on behalf of the Raceway Elks #2852 for fundraising events to be held on December 11, 2010 and December 31, 2010 at the Masonic Temple located at 1015 North 8th Street in Avondale. The Council will take appropriate action.

c. FIRST AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT - CARE1ST HEALTH PLAN ARIZONA, INC.

City Council will consider a request to approve the first amendment to the Financial Assistance Agreement with Care1st Health Plan Arizona, Inc. for its funding of the Care1st Avondale Resource and Housing Center and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. PAYMENT AUTHORIZATION - SOUTHWEST GAS CORPORATION FOR LINE RELOCATIONS FOR THE ELM LANE DRAINAGE IMPROVEMENT PROJECT

City Council will consider a request to authorize payment to Southwest Gas Corporation for gas line relocations in the amount of \$130,405.91, authorize the transfer of \$130,405.91 from 304-1274-00-8420, Thomas-107th Avenue to Avondale Boulevard to 304-1158-00-8420, Elm Lane Drainage Improvements, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. PURCHASE OF FOUR PATROL CARS FOR THE NEW NORTHWEST PUBLIC SAFETY FACILITY

City Council will consider a request to authorize the purchase of four additional police cars to assist in the deployment of officers out of the Northwest Public Safety Substation from Five Star Ford in the amount of \$194,396.68 by attaching to the State of Arizona Contract SCC070008-2-A5 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. CONSTRUCTION CONTRACT AWARD - STANDARD CONSTRUCTION COMPANY, INC - WELL 5 WELL SITE IMPROVEMENTS

City Council will consider a request to award a construction contract to Standard Construction Company, Inc. for construction of Well 5 well site improvements in the amount of \$167,665.71 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. PURCHASE AGREEMENT - POLYDYNE, INC.

City Council will consider a request to approve a Purchase Agreement with Polydyne, Inc. for the purchase of polymer coagulant for an amount not to exceed \$90,000 annually and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

h. RESOLUTION 2936-1210 - INTERGOVERNMENTAL AGREEMENT - TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 – TRAFFIC SIGNAL AT WESTVIEW HIGH SCHOOL

City Council will consider a resolution authorizing an Intergovernmental Agreement with the Tolleson Union High School District No. 214 for the construction and installation of a traffic signal at Westview High School's northeastern driveway, authorize the transfer of \$97,000 from CIP Street Fund 304-1265, Dysart/McDowell Intersection Improvements to CIP Street Fund 204-1273, 107th Ave-Indian School to RID, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 APPOINTMENT OF MEMBERS TO THE CITY'S BOARDS, COMMISSION AND COMMITTEES AND TO THE POSITIONS OF CHAIR AND VICE CHAIR OF THE PLANNING COMMISSION

City Council will consider the Council Subcommittee's recommendations for appointment to the City's Boards, Commissions and Committees and the appointment of two members to serve as Chair and Vice Chair of the Planning Commission. The Council will take appropriate action.

5 PUBLIC HEARING - ORDINANCE - USE OF FIREWORKS

City Council will consider an ordinance prohibiting the use of fireworks, with the exception of novelty items, within the corporate limits of the City of Avondale. The Council will take appropriate action.

6 MASTER AND FINAL SITE PLAN APPROVAL EXTENSION - AVONDALE PHOENIX CHILDREN'S HOSPITAL

City Council will consider a request by Mr. Ivan Hilton, Ensemble Devman of Arizona, to extend the validity of the Master and Final Site Plans for the Phoenix Children's Hospital - Avondale Campus for one year from the date of expiration, until October 20, 2011. The Council will take appropriate action.

7 PUBLIC HEARING - TIME EXTENSION FOR PAPAGO COMMERCE CENTER PAD ZONING

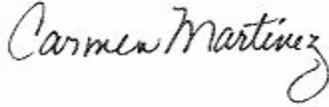
City Council will hold a public hearing and consider a request by Mr. Erich Stiger, iStar Financial, Inc., to extend the validity of the Papago Commerce Center Planned Area Development (PAD) for one year, until October 15, 2011. The Council will take appropriate action.

8 EXECUTIVE SESSION

a. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(3) for discussion or consultation for legal advice with the City Attorney regarding options for addressing Proposition 203 approved by Arizona voters on November 2, 2010.

9 ADJOURNMENT

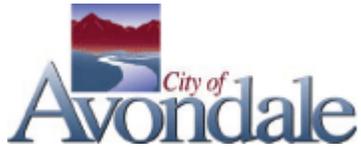
Respectfully submitted,



Carmen Martinez
City Clerk

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.



CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
December 6, 2010

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: Charlie McClendon, City Manager

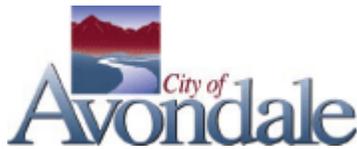
PURPOSE:

1. Goal Setting Meeting of November 8, 2010
2. Work Session of November 15, 2010
3. Regular Meeting of November 15, 2010
4. Special Meeting of November 22, 2010

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
Special Event Liquor Licenses - Raceway Elks -
Fundraising Events

MEETING DATE:
December 6, 2010

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider two special event liquor license applications from Mr. Gary Bruce on behalf of the Raceway Elks #2852 for fundraising events to be held on December 11, 2010 and December 31, 2010 at the Masonic Temple located at 1015 North 8th Street in Avondale.

DISCUSSION:

The City Clerk's Department has received two special event liquor license applications from Mr. Gary Bruce, on behalf of the Raceway Elks #2852, to be used in conjunction with the following charitable fundraiser events to be held at the Masonic Temple located at 1015 North 8th Street in Avondale, AZ.

Date	Event	Time
December 11, 2010	Christmas Dinner-Dance Charitable Fundraiser	5:00 PM to 11:00 PM
December 31, 2010	New Year's Dinner-Dance Charitable Fundraiser	5:00 PM to 12:00 AM

The required fees have been paid. Staff has determined that the applicant is not requesting any city support other than normal city services. The Police and Fire Departments have reviewed the applications and are recommending approval. Their comments are attached.

Staff reviewed the applications using the 14 factors set forth in Ordinance 1031-04. The findings are as noted below:

1. The event will be restricted to members only
2. Criminal history of the applicant - A background check of the representative, Mr. Gary Bruce, revealed no contact with the Avondale Police Department
3. The event is a charitable fundraiser
4. Security measures taken by the applicant - The Police Department has reviewed the security plan and determined it to be sufficient
5. All spirituous liquors will be served
6. Beverages will be dispensed in disposable cups and cans
7. There were no neighborhood disturbances associated with the most recent event held in October 2010
8. Event activities will be confined to the Masonic Temple so there is no potential for problems in the neighborhood in terms of noise, hours and time of the event

9. The December 11, 2010 event will last six hours and the December 31, 2010 event will last seven hours
10. Sanitary facilities are available at the temple
11. Zoning is C-2 Community Commercial and Development Services staff has indicated that the proposed use will not result in incompatible land uses
12. Anticipated total daily attendance is 80 people
13. Music will be provided by a disc jockey who will use his own sound amplification system
14. Per the Police Department, traffic control measures will not be necessary

RECOMMENDATION:

Staff is recommending approval of the two special event liquor license applications from Mr. Gary Bruce on behalf of the Raceway Elks #2852 for fundraiser events to be held on December 11, 2010 and December 31, 2010 at the Masonic Temple located at 1015 North 8th Street Avondale, Arizona.

ATTACHMENTS:

Click to download

- [Application - December 11, 2010 event](#)
- [Departmental Review - December 11, 2010 event](#)
- [Application - December 31, 2010 event](#)
- [Departmental Review - December 31, 2010 event](#)

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

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
 PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL**

**Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)

DLLC USE ONLY
LICENSE #

1. Name of Organization: RACEWAY ELKS # 2852

2. Non-Profit/I.R.S. Tax Exempt Number: 80-01329241

3. The organization is a: (check one box only)

Charitable Fraternal (must have regular membership and in existence for over 5 years)

Civic Political Party, Ballot Measure, or Campaign Committee

Religious

4. What is the purpose of this event? CHRISTMAS DINNER-DANCE CHARITABLE FUNDRAISER

5. Location of the event: 1015 N. 8th ST. AVONDALE MARICOPA 85392

Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: BRUCE GARY J.

Last First Middle Date of Birth

7. Applicant's Mailing Address: _____

Street City State Zip

8. Phone Numbers: () _____

Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>12-11-10</u>	<u>Saturday</u>	<u>5:00 pm</u>	<u>11:00 pm</u>
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 6 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name PRICWAY ELKS #2852 100%
Percentage

Address 1015 N. 8th ST. AVONDALE, AZ. 85392

Name _____ Percentage

Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

____ # Police Fencing
____ # Security personnel Barriers

THE OFFICERS OF THE ELKS WILL CHECK MEMBERSHIP CARDS AT BOTH THE GATE & DOOR SINCE ONLY MEMBERS WILL ATTEND

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO

(ATTACH COPY OF AGREEMENT)

____ () _____
Name of Business Phone Number

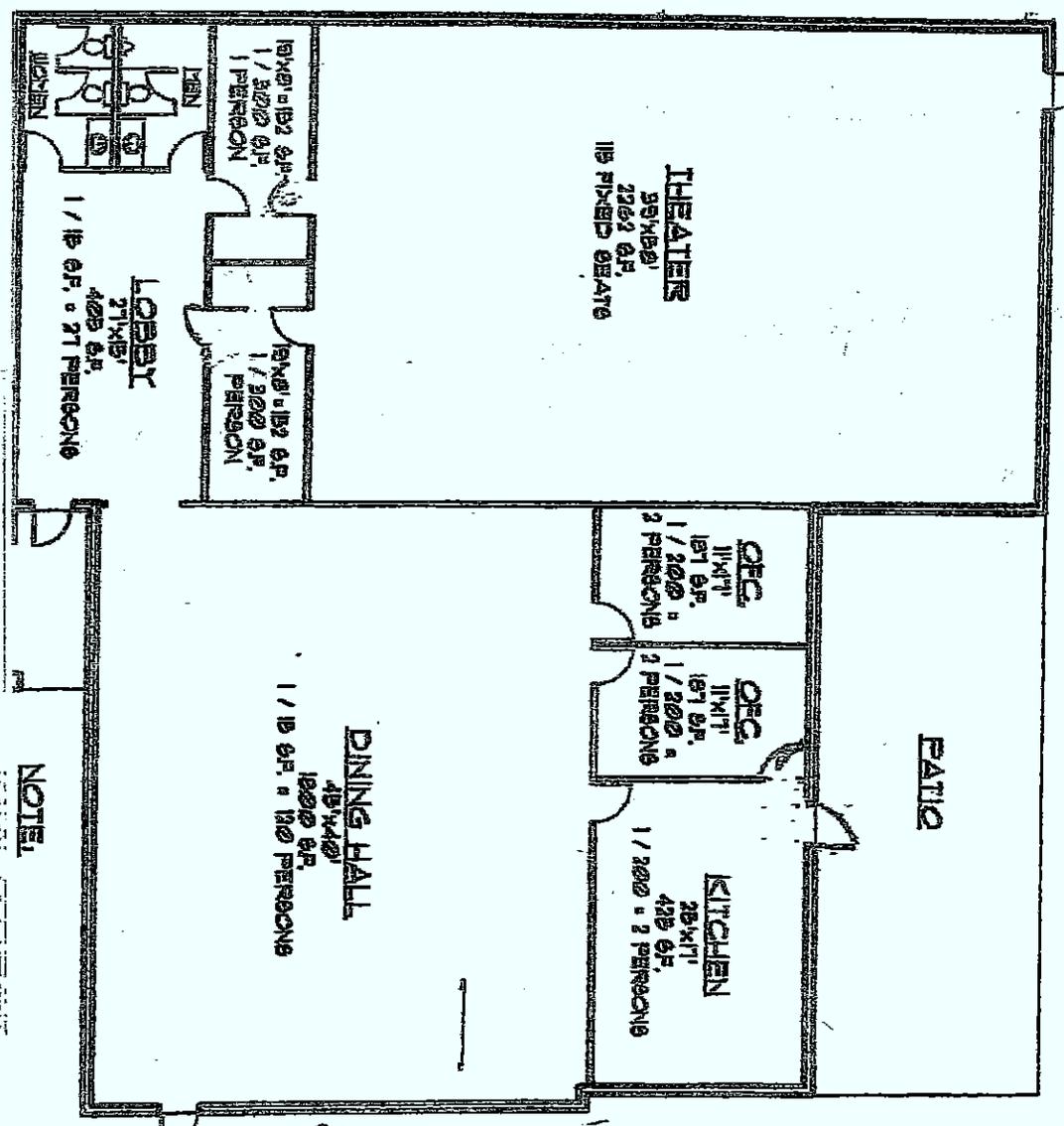
17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
 (This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
 NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

N

CHAIN LINK FENCE



NOTE:
 INITIAL OCCUPANT
 LOAD = 210

DDCA

DUNCAN-COOR ARCHITECTS, LLC
 3723 W BARNES LANE PHOENIX, AZ 85051

Direct: 602.841.1284
 Call: 602.478.3378
 Fax: 602.841.7517

Bill Duncan
 Principal
 Project Manager



FLOOR PLAN

NTS

ADDRESS:
 1015 N. 8th ST.
 AVONDALE, AZ 85325

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, DAVID A. ELIA declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

x David A. Elia Committee Chair 1-7-10 (623) 925-7745
(Signature) (Title/Position) (Date) (Phone #)



Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 7th January 2010
Day Month Year
Michele R. Miller
(Signature of NOTARY PUBLIC)

My Commission expires on: 4-16-2012
(Date)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, GARY J. BRUCE declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

x Gary J. Bruce State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this



7th January 2010
Day Month Year
Michele R. Miller
(Signature of NOTARY PUBLIC)

My Commission expires on: 4-16-2010
(Date)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)
on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

APPROVED DISAPPROVED BY: _____
(Title) (Date)



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

APPLICANT'S NAME: GARY J. BRUCE

ORGANIZATIONS NAME: RACEWAY ELKS

EVENT ADDRESS: 1015 NORTH 8TH STREET

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

PURPOSE OF EVENT: CHRISTMAS CHARITABLE FUND RAISER

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



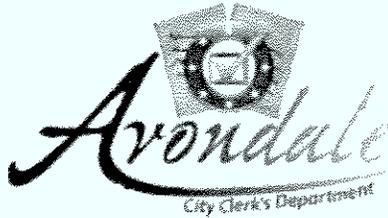
SIGNATURE
Police Chief

11/10/10

DATE

TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DECEMBER 6, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY NOVEMBER 18, 2010**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

APPLICANT'S NAME: GARY J. BRUCE

ORGANIZATIONS NAME: RACEWAY ELKS

EVENT ADDRESS: 1015 NORTH 8TH STREET

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

PURPOSE OF EVENT: CHRISTMAS CHARITABLE FUND RAISER

DEPARTMENTAL COMMENTS:

APPROVED

DENIED

Gary J. Bruce
SIGNATURE

11/16/10
DATE

Fire Inspector
TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DECEMBER 6, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY NOVEMBER 18, 2010**

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

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
 PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL**

**Application must be approved by local government before submission to
 Department of Liquor Licenses and Control. (Section #20)

DLLC USE ONLY LICENSE #

1. Name of Organization: RACEWAY ELKS #2852

2. Non-Profit/I.R.S. Tax Exempt Number: 80-01329241

3. The organization is a: (check one box only)

Charitable Fraternal (must have regular membership and in existence for over 5 years)

Civic Political Party, Ballot Measure, or Campaign Committee

Religious

4. What is the purpose of this event? NEW YEARS DINNER-DANCE CHARITABLE FUND RAISER

5. Location of the event: 1015 N. 8th ST. AVONDALE MARICOPA 85392

Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: BRUCE GARY J.

Last First Middle Date of Birth

7. Applicant's Mailing Address: 11882 W. WASHINGTON ST AVONDALE, AZ. 85323

Street City State Zip

8. Phone Numbers: () 623-547-2852

Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>12-31-10</u>	<u>FRIDAY</u>	<u>5:00 pm</u>	<u>12:00 am</u>
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

*Disabled individuals requiring special accommodations, please call (602) 542-9027

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 7 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name RACEWAY FLKS #2852 100%
Percentage
Address 1015 N. 8th ST AVONDALE, AZ. 85392

Name _____ Percentage _____
Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

____ # Police Fencing
____ # Security personnel Barriers

THE OFFICERS OF THE FLKS WILL CHECK MEMBERSHIP CARDS AT BOTH THE GATE + DOOR SINCE ONLY MEMBERS WILL ATTEND

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO
(ATTACH COPY OF AGREEMENT)

Name of Business Phone Number

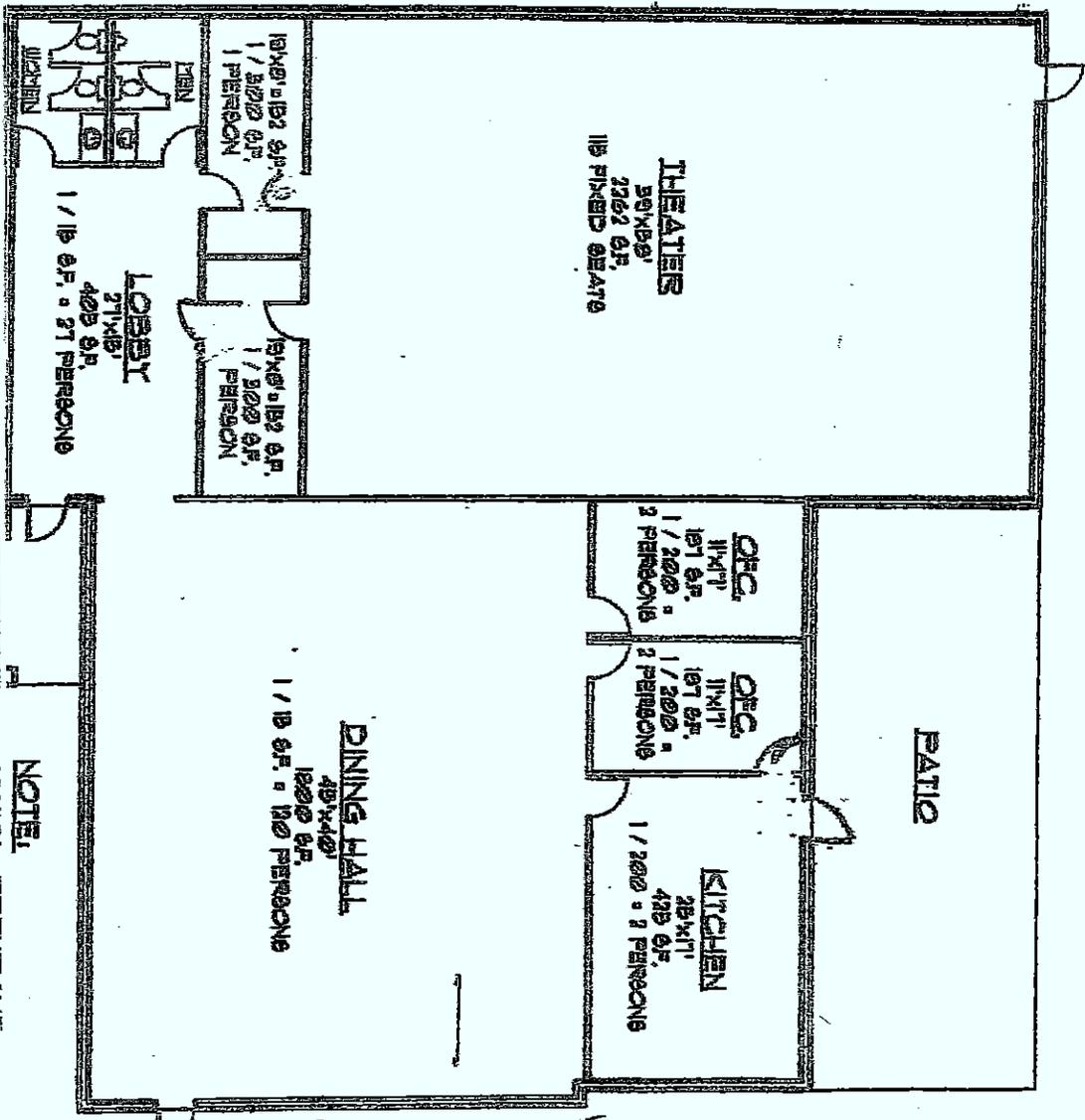
17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
 (This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
 NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

N

CHAIN LINK FENCE



FENCE

DDCA

DUNCAN-COOR ARCHITECTS, LLC
 3723 W BARNES LANE PHOENIX, AZ 85051

Bill Duncan
 Principal
 Project Manager
 Direct: 602.841.1284
 Cell: 602.478.3378
 Fax: 602.841.7517



FLOOR PLAN

NOTE:
 INITIAL OCCUPANT
 LOAD = 210
 N.T.S.

ADDRESS:
 1015 N. 54th ST.
 AVONDALE, AZ 85325

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, DAVID A. ELIA declare that I am an Officer/Director/Chair person appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X. David A. Elia Committee Chair 1-7-10 (623) 925-1245
 (Signature) (Title/Position) (Date) (Phone #)



Arizona County of Maricopa
 The foregoing instrument was acknowledged before me this 7th January, 2010
 Day Month Year

My Commission expires on: 4-16-2012 Michele R. Miller
 (Date) (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, GARY J. BROCK declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X. Gary J. Brock State of Arizona County of Maricopa
 The foregoing instrument was acknowledged before me this 7th January, 2010
 Day Month Year



4-16-2010 Michele R. Miller
 (Date) (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, Marie Lopez Rogers Mayor hereby recommend this special event application on behalf of the City of Avondale
 (Government Official) (Title) (City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 (Employee) (Date)

APPROVED DISAPPROVED BY: _____
 (Title) (Date)



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

APPLICANT'S NAME: GARY BRUCE

ORGANIZATIONS NAME: RACEWAY ELKS

EVENT ADDRESS: 1015 NORTH 8TH STREET

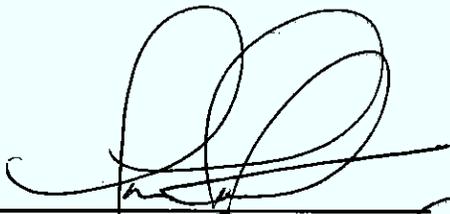
CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

PURPOSE OF EVENT: NEW YEARS DINNER-DANCE CHAIRTABLE FUND RAISER

DEPARTMENTAL COMMENTS:

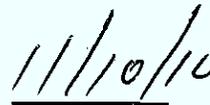
APPROVED

DENIED



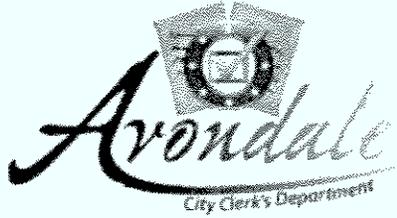
SIGNATURE


TITLE



DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DECEMBER 6, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOVEMBER 18, 2010



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

APPLICANT'S NAME: GARY BRUCE

ORGANIZATIONS NAME: RACEWAY ELKS

EVENT ADDRESS: 1015 NORTH 8TH STREET

CITY: AVONDALE STATE: AZ ZIP CODE: 85392

PURPOSE OF EVENT: NEW YEARS DINNER-DANCE CHAIRTABLE FUND RAISER

DEPARTMENTAL COMMENTS:

APPROVED

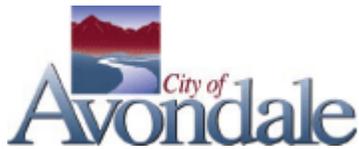
DENIED

Jane J. Gomez
SIGNATURE

11/16/10
DATE

Fire Inspector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **DECEMBER 6, 2010**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **NOVEMBER 18, 2010**



CITY COUNCIL REPORT

SUBJECT:

First Amendment to Financial Assistance Agreement - Care1st Health Plan Arizona, Inc.

MEETING DATE:

December 6, 2010

TO: Mayor and Council

FROM: Gina Montes, Neighborhood and Family Services Director (623) 333-2727

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the first amendment to the Financial Assistance Agreement with Care1st Health Plan Arizona for its funding of the Care1st Avondale Resource and Housing Center and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In 2008 Care1st Health Plan Arizona approached the City with the offer to fund a resource center in Avondale. With relatively minor renovations the former Old Town library building was converted into a resource center. This center provides convenient, comprehensive human and housing services to the community by providing space for non-profit organizations to operate. The building annex functions as a community meeting room which is used for meetings and events by agencies providing services in the center and City staff.

With funding provided by Care1st, Avondale staff will continue to identify needed human and housing services and recruit agencies to provide these services. The resource center has complemented the revitalization efforts in the Old Town area and has attracted other funding such as First Things First.

DISCUSSION:

The resource center is managed by staff from the Neighborhood and Family Services Department and has been in operation since 2008. The Resource Center Coordinator is a City employee and is supervised by the City's Social Services manager. This position is responsible for the day to day operation of the center. In addition to providing funding for this position, Care1st funds operating costs that include janitorial services and supplies, facility and grounds maintenance, office supplies, postage/printing, risk management costs, repair and maintenance of equipment, computer replacement charges, and utilities.

The following is the division of responsibilities for the center described in the agreement that would be renewed with Care1st.

The City of Avondale will provide:

Use of the Old Town Library building on Western Avenue;

Use of the furniture currently in the building;

Recruitment of human service and housing service providers;

Management of the resource center facility and staff;

Day to day oversight of Care1st support staff assigned to the resource center;

Fiscal oversight of the resource center.

Care1st will directly provide:

Operating costs for the period of January 2011 through December 2011;
Two support staff to serve in a reception/clerical capacity.

Joint City of Avondale and Care1st Responsibilities:

Create awareness of the services provided at the resource center to residents in the Southwest Valley;
Provide accurate, timely, and comprehensive evaluation data.

At the end of the agreement period, Care1st may choose to withdraw from the venture and take any equipment/furniture that they have directly funded. The City may also choose to withdraw from the venture, or the agreement may be extended.

BUDGETARY IMPACT:

No General Purpose Funds are required. Care1st will provide \$111,800 for operating costs during calendar year 2011.

RECOMMENDATION:

Staff recommends that the City Council approve the first amendment to the Financial Assistance Agreement with Care1st Health Plan Arizona for its funding of the Care1st Avondale Resource and Housing Center and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [Agreement](#)

FIRST AMENDMENT
TO
FINANCIAL ASSISTANCE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CARE 1ST HEALTH PLAN ARIZONA, INC.

THIS FIRST AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT (this "First Amendment") is made as of December 6, 2010, between the City of Avondale, an Arizona municipal corporation (the "City") and Care 1st Health Plan Arizona, Inc., an Arizona corporation (the "Provider"). The City and Provider are also referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

A. The City and Provider entered into a Financial Assistance Agreement dated November 3, 2008 (the "Agreement") to establish the Resource Center at the Facility to provide the Services to residents of the southwestern valley region. Capitalized terms herein shall have the same meaning as set forth in the Agreement unless otherwise defined herein.

B. The City has determined that additional financial assistance is necessary to continue the Services, operate the Resource Center, and improve and maintain the Facility for an additional year (the "Continued Services").

C. The City and the Provider desire to enter into this First Amendment to renew the Agreement for an additional year and to provide for additional funding for the Continued Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended from January 1, 2011 through December 31, 2011 (the "Renewal Term"). The Parties may renew this First Amendment and the Agreement for successive additional time periods at any time prior to the expiration of the Renewal Term by written amendment.

2. Compensation. The Provider shall provide additional funding to the City in the amount of \$111,800.00 to enable the City to provide the Continued Services (the "Additional Funding"). Provider shall pay one half of the Additional Funding to the City on January 1, 2011. Provider shall pay the remaining half of the Additional Funding to the City on June 1, 2011.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this First Amendment, each Party affirmatively asserts that the other Party is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement.

5. Conflict of Interest. This First Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

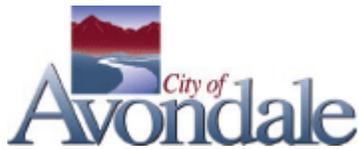
“Provider”

CARE 1ST HEALTH PLAN ARIZONA,
INC., an Arizona corporation

By: _____

Name: _____

Title: _____



CITY COUNCIL REPORT

SUBJECT:

Payment Authorization - Southwest Gas Corporation for Line Relocations for the Elm Lane Drainage Improvement Project

MEETING DATE:

December 6, 2010

TO: Mayor and Council

FROM: Sue McDermott, PE, Director of Development Services & Engineering, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve payment to Southwest Gas Corporation (SWG) for gas line relocations in the amount of \$130,405.91, authorize the transfer of \$130,405.91 from 304-1274-00-8420, Thomas-107th Avenue to Avondale Boulevard to 304-1158-00-8420, Elm Lane Drainage Improvements, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On October 15, 2007, City Council approved an Intergovernmental Agreement (IGA) with Flood Control District of Maricopa County (FCDMC) to cost share on drainage improvements on Elm Lane and Central Avenue. On July 21, 2008, City Council approved a Professional Services Agreement (PSA) with Entellus Engineering, Inc. to provide design services for drainage improvements on Elm Lane and Central Avenue in the amount of \$210,886. On September 14, 2009, City Council approved a Construction Contract to J.J. Sprague of Arizona, Inc. for the Elm Lane and Central Avenue Drainage Improvements for \$1,255,993.20.

DISCUSSION:

Due to conflicts between the existing residential gas service lines and the proposed storm drain facilities, the City requested that SWG relocate their facilities at thirteen (13) locations.

BUDGETARY IMPACT:

Funding in the amount of \$130,405.91 is available in CIP Street Fund Line Item 304-1274-00-8420, Thomas-107th Avenue to Avondale Boulevard and is proposed to be transferred to CIP Street Fund Line Item 304-1158-00-8420, Elm Lane Drainage Improvements.

The FCDMC has agreed to cost share in the utility relocations for the Elm Lane Drainage Improvements project. In accordance with the IGA between the City and FCDMC, FCDMC will reimburse the City 50% of the \$130,405.91 or \$65,202.96.

RECOMMENDATION:

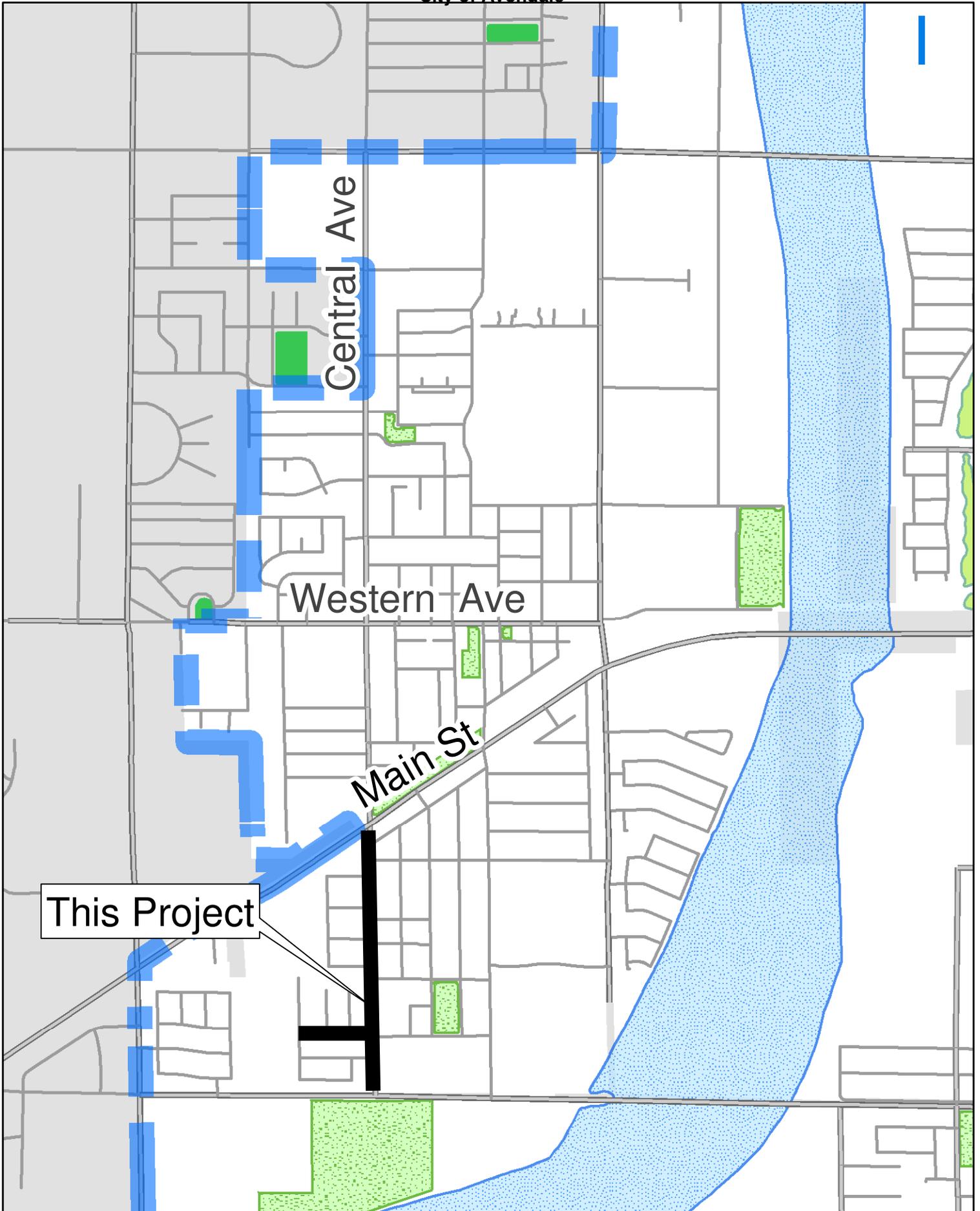
Staff recommends that the City Council approve payment to Southwest Gas Corporation for gas line relocations in the amount of \$130,405.91, authorize the transfer of \$130,405.91 from 304-1274-00-8420, Thomas-107th Avenue to Avondale Boulevard to 304-1158-00-8420, Elm Lane Drainage Improvements, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [Vicinity Map](#)

 [SWG Invoice](#)



This Project

Vicinity Map
Elm Lane Drainage Project

Southwest Gas Corporation
City of Avondale Franchise Costs - Elm Lane Project
June 1, 2009 - May 31, 2010

Original Invoice Date: 08/31/2010

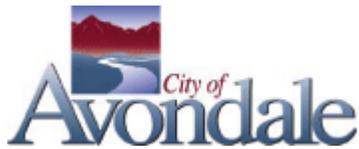
Payment Due Date: 09/31/2010

To: City of Avondale
Michelle Cruz - Accounts Payable
11465 W. Civic Center Dr.
Avondale, AZ 85323

Subject: Project related cost list
reference invoice #2661.

**Avondale - Elm Lane Drainage
Work Request: 970895
Work Order: 0042W0970895**

<u>Cost Description</u>	<u>Amount</u>
Labor and Related Loadings	\$ 49,479.05
Pipe, Materials and Related Loadings	576.88
Contractor	68,240.27
Overheads	12,109.71
TOTAL WORK ORDER	\$ 130,405.91



CITY COUNCIL REPORT

SUBJECT:

Purchase of Four Patrol Cars for the New Northwest Public Safety Facility

MEETING DATE:

December 6, 2010

TO: Mayor and Council
FROM: Kevin Kotsur, Chief of Police (623) 333-7201
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Police Department is requesting authorization to purchase four additional patrol Crown Victoria cars in order to assist in the deployment of officers out of the Northwest Public Safety Substation and to ease the shortage of police cars during certain times. The funds to purchase the cars will be taken from salary savings.

BACKGROUND:

Each year the Police Department works with Fleet Services to determine whether additional police vehicles need to be added to the current fleet. This evaluation is based on the officer to patrol car ratio, as well as the number of police stations that need cars. With the economic situation at hand, this past year the Police Department has worked to stretch the current fleet of patrol cars between the main police station and the two substations (Western and Cashion). However, with the newest substation opening at the Northwest Public Safety Facility the need to add additional patrol cars to the fleet is necessary, in order to deploy officers out of the substation. In addition, vacancies within the police department have almost been eliminated which means patrol squads are full, which places a great demand on the police fleet. No patrol cars have been added to the fleet since 2008.

DISCUSSION:

It has been determined that four additional patrol cars need to be purchased in order to staff and deploy officers out of the Northwest Public Safety Substation and ease the shortage of cars during critical times. Funding is available from Police Department salary savings as a result of a few positions in the Police Department that have not been filled and overtime savings.

These cars are available on Arizona State Contract SCC070008-2-A5. The four Ford Police cars will cost \$194,396.68. These prices include the law enforcement/emergency packages, taxes and fees. The breakdown by vendor and type of car is as follows:

Vendor	Car Type	Unit Cost	# of Units	Total Cost
Five Star Ford	Crown Victoria	\$26,757.76	4	\$107,031.04
Focus Complete	Car Paint	\$686.63	4	\$2,746.52
First In, Inc	Police Pkg Equip	\$8,154.78	4	\$32,619.12
Computer	Dell	\$8,500.00	4	\$34,000.00
Radio	Motorola	\$4,500.00	4	\$18,000.00

BUDGETARY IMPACT:

The request for the purchase of four additional police cars in the amount of \$194,396.68 will be funded through the transfer from various salary line items to the vehicle purchase account 235-6174-00-8120.

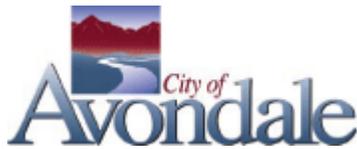
RECOMMENDATION:

Staff requests Council authorize the purchase of four additional police cars from Five Star Ford in the amount of \$194,396.68 by attaching to the State of Arizona Contract SCC070008-2-A5 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Construction Contract Award - Standard Construction Company, Inc - Well 5 Well Site Improvements

MEETING DATE:

December 6, 2010

TO: Mayor and Council

FROM: Wayne Janis, Public Works Director (623) 333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council award a construction contract to Standard Construction Company, Inc. for construction of Well 5 well site improvements in the amount of \$167,665.71 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Well 5 (Mountain View Well) and the reservoir at this site was originally converted from a water supply well to an irrigation supply well due to water quality issues. See attached vicinity map. The well supplied water for Festival Fields Park irrigation. The well was having difficulty due to sanding, and was taken out of service. Water for the reservoir was supplied from the domestic water lines until the well could be repaired. Since that time, the well was relined to contain the sanding. The use of the well will free a large quantity of water in the domestic City system. On May 17, 2010 City Council approved a Professional Services Agreement with Dibble Corporation for the design and construction support services of well head improvements for Well 5. This contract will construct the well site improvements.

DISCUSSION:

The scope of this project will include construction of a well pump, yard piping, site improvements and electrical and control improvements for Well 5. Invitation-for-Bid notices were published in the West Valley View on October 26, 2010 and November 2, 2010 and in the Arizona Business Gazette on October 28, 2010. A mandatory pre-bid meeting was held on November 8, 2010. Five (5) bids were received and opened on November 17, 2010. Each bid package was reviewed and all met the bidding requirements. The bids ranged from approximately \$168,000 to \$215,000. Firms submitting the lowest four bids and the amount of their bids are as follows:

Standard Construction Company, Inc	\$167,665.71
Citywide Contracting LLC	\$188,700.00
Felix Construction Company	\$193,160.00
Weber Group LC	\$212,151.00

The attached Bid Tabulation Sheet has the detailed bid item breakdown of each submitted bid. Standard Construction Company, Inc with a bid of \$167665.71 was determined to have submitted the lowest responsive bid. Staff contacted references provided and Standard Construction Company, Inc. did receive positive recommendations. Standard Construction Company, Inc. has completed

similar work. Staff contacted the Registrar of Contractors and found no claims on file against this contractor. Staff determined that Standard Construction Company, Inc. is competent and qualified for this project. A tentative construction schedule is as follows:

City Council Approval	12/13/10
Notice of Award	12/14/10
Notice to Proceed	1/10/11
Completion	5/10/11

BUDGETARY IMPACT:

Funding of \$168,000 is currently available for the project in 514-1057-00-8520.

RECOMMENDATION:

Staff recommends that the City Council award a construction contract to Standard Construction Company, Inc. for construction of Well 5 well site improvements in the amount of \$167,665.71 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- [Vicinity Map](#)
- [Bid Tabulation](#)

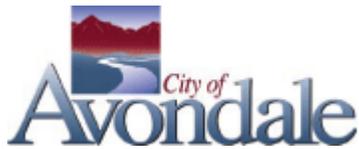
VICINITY MAP



November 2010 - GIS Division of Public Works

Well 5

City of Avondale IFB 11-020													
WA1160 - Well No. 5 Well Site Improvements													
BID OPENING DATE: November 17, 2010													
Item No.	Description of Materials and/or Services	Qty	Unit	Standard Construction		City Wide Contracting		Felix Construction Company		Weber Group		Spire Engineering	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
				Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
1	Mobilization/Dembilization	1	LS	\$2,400.00	\$2,400.00	\$7,500.00	\$7,500.00	\$2,300.00	\$2,300.00	\$45,052.00	\$45,052.00	\$31,000.00	\$31,000.00
2	Allowance for Extra Work	1	Allowance	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
3	Removal of Yard Piping and Booster Pumps	1	LS	\$3,500.00	\$3,500.00	\$8,000.00	\$8,000.00	\$4,300.00	\$4,300.00	\$1,625.00	\$1,625.00	\$2,000.00	\$2,000.00
4	Removal of Concrete Slab	1	LS	\$1,500.00	\$1,500.00	\$350.00	\$350.00	\$1,400.00	\$1,400.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00
5	Salvaging Itmes	1	LS	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00	\$375.00	\$375.00	\$1,000.00	\$1,000.00
6	Temporary Water Supply	1	LS	\$400.00	\$400.00	\$18,000.00	\$18,000.00	\$1,400.00	\$1,400.00	\$575.00	\$575.00	\$4,000.00	\$4,000.00
7	Vertical Turbin Pump and Motor	1	LS	\$50,000.00	\$50,000.00	\$43,000.00	\$43,000.00	\$47,900.00	\$47,900.00	\$39,995.00	\$39,995.00	\$52,000.00	\$52,000.00
8	Yard Piping	1	LS	\$33,000.00	\$33,000.00	\$32,000.00	\$32,000.00	\$37,400.00	\$37,400.00	\$22,024.00	\$22,024.00	\$58,000.00	\$58,000.00
9	Concrete Slabs	7	SY	\$175.00	\$1,225.00	\$250.00	\$1,750.00	\$400.00	\$2,800.00	\$500.00	\$3,500.00	\$100.00	\$700.00
10	Identification Sign	1	LS	\$700.00	\$700.00	\$500.00	\$500.00	\$1,100.00	\$1,100.00	\$500.00	\$500.00	\$3,500.00	\$3,500.00
11	Electrical Demolition	1	LS	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$3,600.00	\$3,600.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00
12	Motor Control Panel Relocation/Rehabilitation	1	LS	\$2,400.00	\$2,400.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$3,600.00	\$3,600.00	\$6,000.00	\$6,000.00
13	RTU Logic Controller Relocation/Rehabilitation	1	LS	\$4,900.00	\$4,900.00	\$8,000.00	\$8,000.00	\$4,700.00	\$4,700.00	\$3,600.00	\$3,600.00	\$9,000.00	\$9,000.00
14	Antenna Foundation and Pole	1	LS	\$700.00	\$700.00	\$1,600.00	\$1,600.00	\$2,600.00	\$2,600.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00
15	Electrical Improvements	1	LS	\$11,500.00	\$11,500.00	\$12,000.00	\$12,000.00	\$25,100.00	\$25,100.00	\$21,300.00	\$21,300.00	\$12,000.00	\$12,000.00
16	Programming	1	LS	\$18,000.00	\$18,000.00	\$13,500.00	\$13,500.00	\$19,600.00	\$19,600.00	\$25,000.00	\$25,000.00	\$6,000.00	\$6,000.00
17	Community Relations	1	Allowance	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
SUBTOTAL					\$157,625.00		\$178,800.00		\$184,300.00		\$199,446.00		\$214,200.00
TAXES (As Applicable)					\$10,040.71		\$9,900.00		\$8,860.00		\$12,705.00		\$1,000.00
TOTAL SUBMITTED BY BIDDER					\$167,665.71		\$188,700.00		\$193,160.00		\$212,151.00		\$215,200.00
Required Attachments included?					Yes		Yes		Yes		Yes		Yes



CITY COUNCIL REPORT

SUBJECT:

Purchase Agreement - Polydyne, Inc.

MEETING DATE:

December 6, 2010

TO: Mayor and Council

FROM: Wayne Janis, Public Works Director (623) 333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council authorize a Purchase Agreement with Polydyne, Inc. for the purchase of Polymer Coagulant for the Charles M. Wolf Water Resource Center for an amount not to exceed \$90,000 annually, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The dewatering process requires the addition of polymer coagulant to improve the sludge formation and the water quality of the discharge. After the polymer coagulant is added to the sludge, a centrifuge separates the water from the solids of the sludge, and the solids are ready for final disposal.

DISCUSSION:

Pima County, Arizona has secured a contract price with Polydyne, Inc. for the purchase of polymer coagulant. The polymer coagulant that Pima County uses is the same polymer coagulant that the water resource center uses in its sludge dewatering process. The term of this contract will be from December 6, 2010 through December 6, 2011 with (4) annual options to renew for a cumulative contract pricing of \$450,000. The Pima County contract was competitively advertised and bid in conformance with Avondale's procurement requirements. Polydyne, Inc., and Pima County have agreed to extend the contract price to the City of Avondale.

BUDGETARY IMPACT:

Funding for this contract will be from line item 503-9230-00-7150.

RECOMMENDATION:

Staff recommends that the City Council authorize the purchase of Polymer Coagulant for use in the Charles M. Wolf Water Resource Center from Polydyne, Inc., using a Pima County contract, for an amount not to exceed \$90,000 annually and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Purchase Agreement](#)

**PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
POLYDYNE, INC.**

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of December 6, 2010, between the City of Avondale, an Arizona municipal corporation (the "City") and Polydyne, Inc., a Delaware corporation (the "Vendor").

RECITALS

A. Pima County, Arizona, entered into contract #B508065, dated October 19, 2010 (the "County Contract"), for the Vendor to provide polyelectrolyte cationic dry polymer (the "Materials"). The County Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted to purchase the Materials under the County Contract without further public bidding, and the County Contract permits its cooperative use by other public entities including the City.

C. The City desires to purchase the Materials from the Vendor under the terms and conditions of the County Contract for a lower cost than would otherwise be available.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 6, 2011 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of the County Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to three additional one-year terms (each a "Renewal Term") if (a) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year and (b) the term of the County Contract has been extended pursuant to its renewal options. Renewal of this Agreement shall occur upon the City's written notice to the Vendor given not later than 30 days prior to the end of the then-current term. Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Vendor shall provide the City with the Materials on an as-needed basis pursuant to purchase orders issued by the City, at the rates and under the terms and conditions of the County Contract, attached hereto as Exhibit A.

3. Compensation. The City shall pay Vendor an annual aggregate amount not to exceed \$90,000.00 for the Materials at the rates as set forth in the County Contract and in the quantities as set forth in purchase orders issued by the City.

4. Payments. The City shall pay the Vendor based upon materials delivered and work performed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Vendor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term “scrutinized business operations” shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Vendor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

6. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

7. Applicable Law; Venue. In the performance of this Agreement, Vendor 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 a suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

8. Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Vendor and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Vendor fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Vendor shall be relieved of any subsequent obligation under this Agreement.

9. Indemnification; Insurance. The City shall be afforded all of the rights, privileges and indemnifications afforded to Pima County under the County Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor’s obligation to provide the indemnification and insurance.

10. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity between this Agreement and the County Contract, the documents shall govern in the order listed herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“City”

“Vendor”

CITY OF AVONDALE, an Arizona
municipal corporation

POLYDYNE, INC., a Delaware corporation

Charles P. McClendon, City Manager

By: _____

ATTEST:

Name: _____

Carmen Martinez, City Clerk

Title: _____

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
POLYDYNE, INC.

[County Contract]

See following pages.



**BLANKET CONTRACT DOCUMENT
THIS IS NOT AN ORDER**

**I
S
S
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E
D**

Pima County Procurement Department
130 W. Congress Street, 3rd Floor
Tucson, AZ 85701
Main Phone: 520-740-8161

Blanket No: B508065 Rev No: 000
Limit Amount: \$350,000.00
Used Amount:
Initiation Date: 12/12/2010
Expiration Date: 12/11/2011

**V
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N
D
O
R**

POLYDYNE INC

**1 CHEMICAL PLANT ROAD
RICEBORO, GA 31323**

Extended Date:
Terms: NET 30
FOB: FOB DEST/NO INVOICE
Blanket Category: 0885
Solicitation: 1100249
Buyer: HAZEL HOUSTON

Contract Desc: Clarifloc WE-443/C-3272 SS 1100249 (BOS)

Blanket Contract Notes:

Type	Description
VENDOR	This Blanket Contract is a result of IFB 1100249 and all terms and conditions apply. According to the terms and conditions of the bid and to be compliant with Pima County Procurement policies and procedures you must have a Purchase Order in issued status prior to the delivery of goods and/or services. The status is printed on each Purchase Order.

Standard Notes:

Type	Description
PURCH	This Purchase Order or Blanket Contract incorporates the attached Specification and Payment documents, and by reference all Instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.

Line	Qty	UOP	Stock Code	Vendor Model No	Vendor Part No	Quote No	Quote Item	Unit Price	Total Price
00001		LB						\$1.7000	
			Description: Clarifloc, Bag, 1200 Lb* WE-443						
00003		LB						\$1.7000	
			Description: Clarifloc, Bag, 55 Lb C-3272						
00002		LB						\$1.7000	
			Description: Clarifloc, Bag, 1200 Lb C-3272						

Approved/Issued By: HAZEL HOUSTON

19-OCT-10 08:42 AM

Email transmission constitutes contract execution.



PIMA COUNTY REQUEST FOR OFFER
As authorized by Sole Source Procurement Processes

SOLICITATION #: 1100249 TITLE: CLARIFLOC WE-443/C-3272
TRANSMITTED TO: POLYDYNE, INC.

SOLICITATION: Pima County (COUNTY) is soliciting an offer from a Supplier qualified, responsible and willing to provide the Goods and/or Services in compliance with the attached *Offer Agreement*.

INSTRUCTIONS REGARDING PREPARATION and SUBMISSION OF OFFER:

The Supplier to whom this request is transmitted is requested to complete, execute and submit the attached *Offer Agreement* (7 pages). Failure to complete and provide the information and documents as requested may result in a determination that the offer is non-responsive and cannot be evaluated or used. The information, documents or actions to be performed by the Supplier are:

1. Complete the following sections of the attached Offer Agreement:
Unit Prices, Discount %, Catalogs & Price Lists; Supplier e-mail address to which orders can be transmitted
Offer Certification information and signature

2. In addition to the executed Offer Agreement please provide the following documents:
Minimum Qualifications Documents in form of a Sole Source Letter

All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the offer. Typewritten responses are **preferred**.

All offers shall if appropriate indicate the registered trade name, stock number, and packaging of the items included in the offer.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the respondent's sole risk. Modification of the attached Offer Agreement in areas other than directed above may render the document unusable by COUNTY.

Questions may be submitted to
Hazel D. Houston
hazel.houston@pima.gov
(520) 740-8168
(520) 791-6507 fax

SUBMIT THE REQUESTED DOCUMENTS & INFORMATION AT OR BEFORE SEP. 9, 2010 AT 2:00 P.M. LOCAL ARIZONA TIME (MST) TO:

Pima County Procurement Department; 130 West Congress, Mailstop DT-AB3-126, 3rd Floor; Tucson, Arizona 85701
Attention: Hazel D. Houston

Documents may be delivered to the above address as hard copy **OR** submitted via Facsimile 520-791-6507 **OR**
E-mail: hazel.houston@pima.gov

OFFER AGREEMENT: CLARIFLOC (1 of 6 pages)**1. INTENT:**

This document is intended to establish an or indefinite delivery/indefinite quantity purchase agreement contract to provide Pima County ("County") with such quantities of Clarifloc as the County may order from time to time by issue of purchase orders pursuant to a resulting executed and effective agreement. Estimated annual budget for this commodity is \$345,000.00. The following primary values and objectives will be mutual obligations assumed by both parties regarding the interpretation and performance under the agreement: COUNTY will award an agreement for the purchase of goods as specified herein, and Supplier will receive compensation when goods are delivered as per the terms of the purchase order issued against the agreement.

Pima County Regional Wastewater Reclamation Department (RWRD) is the primary user on this contract. Other departments will have to contact RWRD prior to ordering.

All Goods and Services offered or provided pursuant to the resulting executed and effective agreement shall conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions* and this *Offer Agreement* all of which are incorporated herein.

It is the intent of all parties to this agreement that this document, including all attachments and documents incorporated by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

2. AGREEMENT TERM, RENEWALS & REVISIONS:

The initial term of the agreement will be for a one-year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties, as set forth below.

Proposed extension/renewal/revisions to the contract shall be made through the issuance by County to Contractor of a revised Blanket Contract or Purchase Order document setting forth the requested changes. Failure by Contractor to object in writing to proposed revised terms, conditions and/or specifications within ten (10) calendar days of issuance by County shall signify acceptance by Contractor and the amendment shall be binding upon the parties, effective on the date of issuance.

3. SUPPLIER MINIMUM QUALIFICATIONS:

The Supplier certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement. The Supplier further stipulates that they are the sole source for this commodity.

Title	Issuing Agency	Document	Issue Date	Expire Date
Sole Source Documentation	Polydyne Inc.	Documentation on company letterhead		

This letter is on file with Pima County.

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

This solicitation is for a no substitute product. The product "Polyelectrolyte Cationic Dry Polymer" shall be available in 1200 lb supersacks and 55 lb bags per the specifications enclosed herein. Vendor should not quote or offer alternative products on this solicitation. Pima County reserves the right to add additional items at mutually agreed upon pricing at any time during the term of this contract. Items added to a contract shall meet the same specifications and scope of work listed in this Request for Offer. The items listed below have been ordered in the past.

ITEM #	DESCRIPTION	VENDOR #
1	Clarifloc, Bag, 1200 Lb*	WE-443
2	Clarifloc, Bag, 1200 Lb*	C-3272
3	Clarifloc, Bag, 55 Lb	C-3272

Material Safety Data Sheets (MSDS) sheets must be provided with each delivery of product.

Vendor to include with submission of paperwork a statement outlining what 'green' programs, if any, have been implemented that may include, but not be limited to: recycling of paper, glass and cans; efforts to conserve energy in offices and work areas; utilization of alternative fuels for vehicles and production equipment.

OFFER AGREEMENT: CLARIFLOC (2 of 6 pages)

5. OFFER ACCEPTANCE AND ORDER RELEASES:

Offer(s) will be accepted and executed by the County by issue of a Blanket Contract and effective on the document's date of issue without further action by either party. Blanket Contract and Contract documents will document the term of the agreement.

Order(s) for products or services pursuant to the executed agreement will be made by COUNTY by issue of Purchase Order documents. Order documents will be furnished to Supplier via facsimile, e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to the Supplier within five workdays of the date the verbal order is given.

Supplier is prohibited from supplying materials or services pursuant to the resulting agreement that are not documented or authorized by a Purchase Order at the time of provision. The Supplier agrees that the County accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a COUNTY Purchase Order.

The Supplier agrees to establish, monitor, and manage an effective agreement administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by agreement revision properly executed and issued by the County. Any items provided in excess of that stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report shall include the name of the requesting individual and the nature of the request.

6. ACCEPTANCE OF SERVICES AND PRODUCTS:

Acceptance of the goods and services shall be made by the County Department designated on the issued Order in accordance with this agreement. Acceptance is required prior to commencement of Payment terms.

7. COMPENSATION & PAYMENT:

Supplier shall submit Request(s) for Payment/Invoices to the location and entity defined by the County's Order document.

All Invoice documents shall reference the County's Purchase Order or Contract number under which the services or products were ordered. **ALL** Invoice line items shall utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to the Supplier unprocessed for correction.

Standard payment terms are net 30 from the date of valid invoice document and shall not commence until Supplier's Invoice is received and verified by County Financial Operations.

The blanket contract or purchase order issued to accept Supplier offer will define the not to exceed amount of the agreement. Supplier shall not accept orders, or provide services or products that cumulatively exceed that amount.

Unit Pricing may be negotiated and established as per all requirements of the agreement for items included in the scope of the agreement and for which unit pricing has not been previously defined provided that the item and unit price are offered in writing by the Supplier.

Unless otherwise stipulated by this agreement or the County's order, all pricing shall be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the Delivery article of this agreement or accepted *Order* for services or products and all freight cost shall be included in the offered Unit Price.

Although State and City sales tax are paid when applicable and invoiced, taxes should not be included in the unit price.

Price Warranty. Seller shall give Pima County benefit of any price reduction before actual time of shipment. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

Price Escalation. It is the intention of both parties that pricing shall remain firm during the term of the agreement. County shall only consider price increases in conjunction with a renewal of the agreement. In the event that economic conditions are such that unit price increases are desired by the Seller upon renewal of the agreement, Seller shall submit a written request to COUNTY with supporting documents justifying such increases at least 90 days prior to the termination date of the agreement. It is agreed that the Unit Prices shall include compensation for the Seller to implement and actively conduct cost and price control activities, and in its request for price increases Seller shall cite sources, specific conditions

OFFER AGREEMENT: CLARIFLOC (3 of 6 pages)

and document how those conditions affect the cost of its performance, and specific efforts Seller has taken to control and reduce costs. COUNTY will review the proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to extend the agreement.

Quantities referred to are estimated quantities. Pima County reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. Pima County shall not be responsible for Supplier inventory or order commitment.

Unit Prices offered shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the agreement.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Standard payment terms for the pricing defined by this agreement are Net 30 days after submittal of valid invoice document to County Finance and receipt of goods into payment system by the receiving Department. Pima County Administrative Procedure No. 22-35, section II.B.4 defines the County's practice regarding discounts for early payment. Supplier hereby offers the following discounts to those prices to be used for all orders issued pursuant to this agreement. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten calendar days. Supplier shall submit valid invoice document consistent with the associated purchase order to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this agreement, the Supplier may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: 0 % if payment tendered within NA Days as above

UNIT PRICES (Net 30 day Payment Terms)

ALL LINE ITEMS SHOULD BE FILLED IN.

ITEM #	ITEM NAME	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Clarifloc, Bag, 1200 Lb*	172,800	EA	\$1.70/LB	\$293,760.00
2	Clarifloc, Bag, 1200 Lb*	12,000	EA	\$1.70/LB	20,400.00
3	Clarifloc, Bag, 55 Lb	9,175	EA	\$1.70/LB	\$15,597.50
	FOB Destination/Unloaded; Cost of freight should be included in unit price.			TOTAL BID	\$329,757.50
	Although taxes will be paid IF applicable do NOT include sales tax in unit price.				

For those items not specifically listed and priced above that may be provided within the defined scope of this agreement the Seller shall submit Master Price List (MPL) documents, diskette or compact disc and filenames or identify website address, identifying all other items offered pursuant to this agreement to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices shall be of similar discount off List Prices as given for those items specifically defined above. Item Unit Prices above shall govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Unit Price x Discount % = Discounted Unit Price)
NA			

OFFER AGREEMENT: CLARIFLOC (4 of 6 pages)

8. DELIVERY:

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Purchase Order or Contract.

Roger Rd WRF: 2600 W Sweetwater, Tucson AZ85743
 Orders will be placed as needed.

Delivery Hours, all locations: Monday – Friday, 7:00 a.m. – 4:30 p.m.

Supplier guarantees delivery of product or service **in less than seven (7) working days after receipt of order** unless a mutually agreed upon delivery date is stated on a Purchase Order. If required to satisfy the guaranteed delivery interval Supplier will utilize premium freight method at no additional cost to the County.

9. TAXES, FEES, EXPENSES:

Articles sold to Pima County are exempt from federal excise taxes. The County is subject to State and City sales tax. Posada Del Sol is exempt from all taxes as provided in A.R.S. 42-1321 and Arizona State Revenue Code #R-15-5-2320. Pima County will furnish an exemption certificate upon request. No separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents.

10. OTHER DOCUMENTS

Supplier and County in entering into this agreement have relied upon information provided or referenced by Pima County Solicitation No. 1100249 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Suppliers Bid Offer, documents submitted by Supplier or References to satisfy Supplier Minimum Qualifications and on other information and documents submitted by the Supplier in its' response to the County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:

Supplier shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. COUNTY is to be named as an additional insured for all operations performed within the scope of the Contract between COUNTY and CONTRACTOR;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

Supplier shall provide COUNTY with current executed certificates of insurance within two weeks from when the Notice of Award is issued by the County. All certificates of insurance shall guarantee the provision of thirty (30) days prior written notice to the COUNTY of cancellation, non-renewal or material change.

12. PERFORMANCE BOND:

No Bond required.

13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Supplier acknowledges that the following solicitation addenda have been incorporated in their offer and this agreement:

Addendum #	Date	Addendum #	Date	Addendum #	Date
None Received					

OFFER AGREEMENT: CLARIFLOC (5 of 6 pages)

14. SCRUTINIZED BUSINESS OPERATIONS

"Pursuant to A.R.S. §§ 35-391.06 and 393.06, contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by contractor may result in action up to and including termination of this contract.

15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Not Applicable

(REMAINDER OF THIS PAGE LEFT BLANK)

OFFER AGREEMENT: CLARIFLOC (6 of 6 pages)

16. BID/OFFER CERTIFICATION:

SUPPLIER LEGAL NAME: Polydyne Inc.

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: PO Box 279

CITY/STATE/ZIP: Riceboro, GA 31323

REMIT TO ADDRESS: PO Box 404642

CITY/STATE/ZIP: Atlanta, GA 30384

CONTACT PERSON NAME/TITLE: Lawrence D. Grizzle, Business Manager

PHONE: 912-880-2035 **FAX:** 912-880-2078

CONTACT PERSON EMAIL ADDRESS: polybiddpt@snfhc.com

EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:

polybiddpt@snfhc.com

CORPORATE HEADQUARTERS LOCATION:

ADDRESS: 1 Chemical Plant Road

CITY, STATE, ZIP: Riceboro, GA 31323

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind the "Supplier" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items requested, and that the firm will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Offeror's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a blanket contract or purchase order document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that shall require the Offeror to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE: 

DATE: 9/7/2010

Lawrence D. Grizzle, Business Manager

PRINTED NAME & TITLE OF AUTHORIZED SUPPLIER REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: (912) 880-2035 polybiddpt@snfhc.com

County Attorney Contract Approval "As to Form"

PIMA COUNTY STANDARD TERMS AND CONDITIONS (5/06/10)

1. OPENING:

Responses will be publicly opened and respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing Offerors during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION:

Responses shall be evaluated to determine which response is most advantageous to the COUNTY considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, the Pima County (COUNTY) will enter into an agreement with the one or multiple respondent(s) that submitted the lowest bid(s) and determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

The COUNTY reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the quantity herein specified. Pricing evaluations will be based on pre-tax pricing offered by vendor.

3. AWARD NOTICE:

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

4. AWARD:

Awards shall be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of the COUNTY. Unless expressly agreed otherwise, resulting agreements are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each respondent, by submission of an offer, bid or proposal proclaims and agrees and does waive any and all claims for damages against COUNTY or its officers or employees when any of the rights reserved by COUNTY may be exercised.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant agreement, the terms herein shall govern, unless Contractor's terms are accepted in writing by COUNTY. No oral agreement or understanding shall in any way modify this order or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant agreement.

7. INTERPRETATION and APPLICABLE LAW:

The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

The quantity of goods ordered shall not be exceeded or reduced without **written** permission in the form of a properly executed blanket contract, purchase order or contract revision or amendment as required by COUNTY Procurement Code except in conformity with acknowledged industry tolerances. All quantities are estimates and no guarantee regarding actual usage is provided.

10. PACKING:

No extra charges shall be made for packaging or packing material. Contractor shall be responsible for safe packaging conforming to carrier's requirements. All packages shall bear the content(s) quantity, product identification, purchase order number, and destination address plainly marked in indelible ink on the exterior of each package.

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to the COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, and/or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order and/or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provide immediate notice of delay.

12. SPECIFICATION CHANGES:

COUNTY shall have the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment shall be made and the order shall be modified in writing. Any agreement for adjustment must be made in writing. Nothing in this clause shall reduce Contractor's' responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by COUNTY. Goods failing to meet specifications of the order or contract shall be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the agreement documents, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") are to be included in the Unit Price offered by Contractor and accepted by the COUNTY.

15. PAYMENT TERMS:

Payment terms are net 30, unless otherwise specified by the agreement documents.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

17. RIGHTS AND REMEDIES OF PIMA COUNTY FOR DEFAULT:

In the event any item furnished by the Contractor in the performance of the agreement should fail to conform to the specifications thereof, or to the sample submitted by the Contractor, COUNTY may reject same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should the Contractor fail, neglect, or refuse immediately to do so, COUNTY, shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to the Contractor the difference between the price named in the contract or purchase order and actual cost to COUNTY.

In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to Purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the contract or purchase order, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply shall be borne and paid for

by the Contractor. The rights and remedies of COUNTY provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, proclaims and agrees that no officer or employee of COUNTY or of any subdivision thereof has: 1) aided or assisted the Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) any direct or indirect financial interest in the offer or resulting agreement. Additionally, during the conduct of business with COUNTY, the Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that the awardee(s) has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then the agreement so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

19. COOPERATIVE USE OF RESULTING AGREEMENT:

As allowed by law, the COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the COUNTY. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY blanket contract, purchase order or contract. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted by blanket contract purchase order or contract between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY agreements can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Agreements*.

20. PATENT INDEMNITY:

Contractor shall hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the blanket contract purchase order or contract. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

Contractor shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the blanket contract, purchase order or contract. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses shall be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:

Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Contract shall be brought in a court of the State of Arizona in COUNTY.

Any changes in the governing laws, rules, and regulations during an agreement shall apply, but do not require an amendment/revisions.

24. ASSIGNMENT:

Contractor shall not assign its rights to the resultant agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

25. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant contracts or purchase orders as if set forth in full herein.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:

Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, COUNTY shall have no further obligation, other than for services or goods that have already been received.

28. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(G) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the Contractor of the request for release, unless Contractor has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Contractor shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be in any way financially responsible for any costs associated with securing such an order.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and are unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the agreement. It is agreed that such tools and documentation are the property of COUNTY and shall be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation shall be delivered to COUNTY within twenty days of acceptance by the COUNTY of the first article sample, or not later than ten days of termination of the agreement associated with their development, without additional cost to COUNTY. The Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost.

Should exceptional circumstances be present that may justify an additional charge, the Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by the Contractor result in additional costs to the COUNTY the Contractor

agrees to reimburse the COUNTY for said actual and incremental costs provided that the COUNTY had given the Contractor reasonable time to respond to the COUNTY's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

31. NON-EXCLUSIVE:

Agreements resulting from this solicitation are non-exclusive and are for the sole convenience of Pima County which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

COUNTY reserves the right to terminate any blanket contract, purchase order, contract or award, in whole or in part, at anytime, without penalty or recourse when in the best interests of the COUNTY, Upon receipt of written notice, Contractor shall immediately cease all work as directed by the notice, notify all sub-Contractor of the effective date of termination and take appropriate actions to minimize further costs to the COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be promptly delivered to the COUNTY. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 shall apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event that there are inconsistencies between agreement documents, following is the order of precedence, superior to subordinate, that shall be applied to resolve the inconsistency: blanket contract; purchase order; offer agreement or contract attached to a blanket contract or purchase order; standard terms and conditions; other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of the Contractor shall be that of an independent Contractor. Neither Contractor nor Contractor officer's agents or employees shall be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for program development and operation.

36. BOOKS AND RECORDS:

Contractor shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, Contractor shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

37. COUNTERPARTS:

The blanket contract, purchase order or contract awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart shall be deemed an original, and together such counterparts shall constitute one and the same instrument. For the purposes of the blanket contract, purchase order or contract, the signed offer of Respondent and the signed acceptance of COUNTY shall each be deemed an original and together shall constitute a binding blanket contract, purchase order or contract, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the blanket contract, purchase order or contract. If any court or administrative agency determines that COUNTY does not have authority to enter into the blanket contract, purchase order or contract, COUNTY shall not be liable to Contractor or any third party by reason of such determination or by reason of the blanket contract, purchase order or contract.

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the blanket contract, purchase order or contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance

by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

40. SUBCONTRACTOR:

CONTRACTOR shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

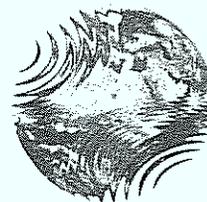
"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY PIMA COUNTY:

For those projects and contracts where Pima County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by Pima County, Contractor shall treat, control and limit access to said information as confidential and under no circumstances release any data provided by County during the term of this agreement and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and is further prohibited from selling such data directly or through a third party. Upon termination of the associated agreement or completion of the required contractual intent whichever occurs sooner, Contractor shall either return all data to County or shall destroy such data and confirm destruction in writing in a timely manner not to exceed 60 calendar days.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS



September 7, 2010

Ms. Hazel Houston
Pima County Procurement Department
130 West Congress
Mailstop DT-AB3-126, 3rd Floor
Tucson, AZ 85701

SUBJECT: Statement of Environmental Awareness; 'Green' Programs

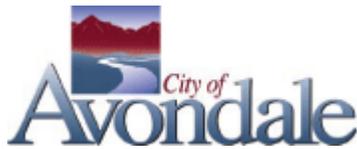
Ms. Houston,

SNF Polydyne, a subsidiary of SNF Holding Company, has made extensive efforts to develop and maintain programs dedicated to many key environmental issues. Some of those issues include, but are not limited to air emission, energy consumption, water consumption, waste management, and research and environment. SNF's environmental policy has always been at the core of its strategy. In order to facilitate our global strategy we have become ISO 14001 certified. In an effort to reduce our environmental impact SNF monitors Green House gas emission by performing a Carbon Balance using the ADEME methodology. One of the best proofs of SNF's total commitment to the environment is our systematic use of greenfield sites to invest in new production facilities thereby not disrupting housing areas, forests, or agricultural land.

Sincerely,

Lawrence D. Grizzle
Business Manager

Attachments:
ISO 14001
Waste Management
Sustainable Development



CITY COUNCIL REPORT

SUBJECT:

Resolution 2936-1210 - Intergovernmental Agreement - Tolleson Union High School District No. 214 – Traffic Signal at Westview High School

MEETING DATE:

December 6, 2010

TO: Mayor and Council

FROM: Sue McDermott, P.E., Director of Development Services & Engineering, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Tolleson Union High School District (TUHSD or District) No. 214 for the construction and installation of a traffic signal at Westview's High School's northeastern driveway, authorize the transfer of \$97,000 from CIP Street Fund 304-1265, Dysart/McDowell Intersection Improvements to CIP Street Fund, 304-1273, 107th Ave - Indian School to RID and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In 2008, at the request of the TUHSD and the high school administration, the City of Avondale conducted a traffic engineering safety study for Westview High School. The school is located on the northwest corner of 107th Avenue and Garden Lakes Parkway. The study included a signal warrant analysis. The conclusion of the study was that a traffic signal at the school's northeastern driveway was warranted.

The results of the study were provided to TUHSD. At that time, the school was notified that the cost of the signal system design and installation would be the responsibility of the school district. Additionally, the design of the traffic signal infrastructure shall incorporate safety measures for the close proximity of this signal system to existing commercial driveways.

In 2010, TUHSD notified the City that funding was available and that the project was ready to move forward. TUHSD provided options to the City addressing access control with the existing commercial driveways. The District notified local business owners regarding the project and the potential impact to their businesses. No negative feedback was received.

The District hired a consultant to provide design services for the traffic signal infrastructure. The consultant has submitted construction documents to the City for review and approval. Upon approval, the project documents will be included with the City's planned capital improvements to 107th Avenue in the same area.

DISCUSSION:

The proposed IGA with TUHSD establishes the District's responsibilities including: funding and management of the design contract for the traffic signal and associated infrastructure and preparation of the Temporary Construction Easement documentation. The District will sign a Temporary Construction Easement to allow the City's contractor access to the District property which is necessary for the installation of the traffic signal equipment. The District will also be responsible for

the preparation of legal documents and the negotiation of the necessary entrance/maintenance agreement with the Roosevelt Irrigation District (RID). This is for the portion adjacent to the RID's right-of-way.

The City will move forward with the traffic signal infrastructure as part of the CIP improvements in the same area and will have ownership and maintenance of the traffic signal system.

BUDGETARY IMPACT:

The current Capital Improvement Program includes a project to improve 107th Avenue from the RID to Indian School Road. The traffic signal was designed by a consultant under contract with the school and reviewed and approved by staff. These plans will be incorporated, constructed and paid for through the 107th Avenue project. In order to pre-purchase the necessary equipment, \$97,000 is proposed to be transferred from CIP Street Fund 304-1265, Dysart/McDowell Intersection Improvements to CIP Street Fund, 304-1273, 107th Ave - Indian School to RID. In accordance with the IGA, upon project completion the school will reimburse the City for all costs incurred by the City to construct and install this traffic signal and will provide all necessary temporary and permanent easements at no cost to the City.

Future electrical costs and maintenance will be funded through the City's budget.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Tolleson Union High School District (TUHSD or District) No. 214 for the construction and installation of a traffic signal at Westview High School's northeastern driveway, authorize the transfer of \$97,000 from CIP Street Fund 304-1265, Dysart/McDowell Intersection Improvements to CIP Street Fund, 304-1273, 107th Ave - Indian School to RID, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- 📄 [Resolution](#)
- 📄 [Vicinity Map](#)

RESOLUTION NO. 2936-1210

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 RELATING TO THE TRAFFIC SIGNAL INFRASTRUCTURE.

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

SECTION 1. The Intergovernmental Agreement with Tolleson Union High School District No. 214 relating to construction and installation of traffic signal infrastructure at the intersection of 107th Avenue and North High School Drive (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, December 6, 2010.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2936-1210

(Agreement)

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of December 6, 2010 between the City of Avondale, an Arizona municipal corporation (the "City"), and the Tolleson Union High School District #214 of Maricopa County, a political subdivision of the State of Arizona (the "District"). The City and the District are referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

A. The District requested that the City construct and install a traffic signal and related site improvements (including traffic control striping along North High School Drive) at the intersection of 107th Avenue and North High School Drive in connection with planned capital improvements to 107th Avenue in the same area (the "Traffic Signal Infrastructure").

B. The City and the District desire to cooperate on the construction and installation of the Traffic Signal Infrastructure in connection with planned capital improvements to 107th Avenue in the same area, as depicted on the Vicinity Map, attached hereto as Exhibit A and incorporated herein by reference.

C. The City and the District are authorized to enter into this Agreement under the authority of ARIZ. REV. STAT. § 11-951 *et seq.* and ARIZ. REV. STAT. § 15-342(13).

D. The Parties desire to incorporate the Traffic Signal Infrastructure into the City's 107th Avenue Improvements and to enter into this Agreement to define the terms and conditions under which the Traffic Signal Infrastructure is to be designed, constructed, financed, and maintained.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the District hereby agree as follows:

1. Development of the Traffic Signal Infrastructure.

1.1 Public Procurement. The City and the District each confirm that any procurement related to the Traffic Signal Infrastructure shall be performed in a manner as prescribed by law, for all architects, engineers, contractors and other professionals as are necessary to design, construct and install the Traffic Signal Infrastructure.

1.2 Design; Construction Plans. The District shall be responsible for providing the design of the Traffic Signal Infrastructure. The City shall have no liability to the District or under any contract with respect to the design of the Traffic Signal Infrastructure. The plans, specifications, and other construction documents for the Traffic Signal Infrastructure shall be the responsibility of the District. The City shall have the opportunity to comment on the final plans and specifications for the Traffic Signal Infrastructure. If the District receives no comments on the final plans and specifications within 15 calendar days following delivery to the City, the City will be deemed to have approved the final plans and specifications (such approved plans and specifications are referred to herein as the “Construction Plans”).

1.3 Construction.

A. The City shall generally be responsible for the construction of the Traffic Signal Infrastructure. The construction contract shall comply with the provisions of AIRZ. REV. STAT., Title 34. The City shall be the “owner” and obligated party under the construction contracts for the Traffic Signal Infrastructure. The District shall have no liability under the contracts relating to the construction of the Traffic Signal Infrastructure on or within City right-of-way.

B. Construction of the Traffic Signal Infrastructure will require a Temporary Construction Easement granted by the District to the City in substantially the form attached hereto as Exhibit B and incorporated by reference. The District agrees to sign the Temporary Construction Easement within five days of full execution of this Agreement by the Parties.

C. The District, at its sole cost and expense, shall be responsible for negotiating a permanent, non-exclusive easement granted by the Roosevelt Irrigation District (the “RID”) in favor of the City, which allows the City to construct portions of the Traffic Signal Infrastructure upon or within real property or right-of-way owned by RID (the “RID Easement”). The District, also at its sole cost and expense, shall be responsible for preparing any legal descriptions necessary for the proper negotiation of the RID Easement.

1.4 Reimbursement for Construction.

A. The City has procured and will proceed with construction of the Traffic Signal Infrastructure in connection with planned capital improvements to 107th Avenue in the same area. Upon satisfactory completion of the construction and installation of the Traffic Signal Infrastructure, the District agrees to reimburse the City in the amount of the actual costs of the Traffic Signal Infrastructure only, the current cost estimate of which is set forth for illustrative purposes only on Exhibit C, attached hereto and incorporated herein by reference. The District agrees to pay the actual costs of the Traffic Signal Infrastructure within 30 calendar days after the completion and acceptance of the Traffic Signal Infrastructure by the City and the receipt of a written invoice from the City setting forth the total applicable costs. Actual costs the District agrees to reimburse to the City include, but are not limited to, costs associated with the construction of the Traffic Signal Infrastructure, including such consultant and engineer fees as

may be necessary, and those costs described in subsection (B), below. The anticipated breakdown of the project costs is more particularly set forth in Exhibit C.

B. It is understood by the parties that any and all costs for plan review and permits, if required, shall be paid by the District. Construction as-built documentation, if requested, shall be paid for by the District. The District agrees to make direct payment for the items set forth in Section 1.4(A) and (B) within 30 calendar days from the date the invoice is received by the District.

2. Ownership; Maintenance. Upon satisfactory completion and acceptance of the Traffic Signal Infrastructure, the City shall own the Traffic Signal Infrastructure, excluding any traffic control striping located outside the City's right-of-way. With the exception of any traffic control striping located outside the City's right-of-way, the City shall be solely responsible for all required maintenance and repairs to the Traffic Signal Infrastructure as well as all costs associated with such maintenance and repairs. The District shall be responsible for maintenance of all traffic control striping placed upon or along North High School Drive, as indicated on the Vicinity Map attached hereto as Exhibit A.

3. Indemnification. To the extent permitted by law each Party shall defend, indemnify and hold harmless the other Party and its departments, officers, employees and agents from all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying Party or its departments, officers, employees or agents.

4. Insurance. The parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self insurance program may fulfill the insurance requirement.

5. Term and Payment. The term of this Agreement shall be effective until the earlier to occur of: (i) completion of Traffic Signal Infrastructure, including (A) completion and acceptance of the Traffic Signal Infrastructure by the City, (B) receipt by the District of an invoice showing, among other things, the total costs of the Traffic Signal Infrastructure, and (C) reimbursement by District to the City for the amounts set forth in Section 1.4 above; (ii) sooner termination in accordance with Sections 6 or 16 below; or (iii) by mutual written consent of the Parties.

6. Termination.

6.1 Default. In addition to any lawfully available remedies for breach of this Agreement, this Agreement may be terminated by either Party for material breach 30 days after written notice is given to the defaulting Party specifying the cause of the breach if such default is either not cured within said 30-day period or the cure thereof is not commenced within such 30

day period and thereafter continuously and diligently pursued to conclusion. In no event shall such cure period extend longer than 90 days.

6.2 Expiration. This Agreement shall automatically terminate if the City has failed to substantially complete the construction within 180 days from execution of this Agreement by all Parties.

7. Independent Contractor. The City and the District acknowledge and agree that, in providing the services under this Agreement, the City shall be considered an independent contractor, not an employee or agent of the District. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section 1 above. District and City do not intend to nor will they combine business operations under this Agreement.

8. Relationship of the Parties. Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other. Each party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement.

9. Amendment. This Agreement may be modified only by a written amendment approved by the parties' respective governing bodies and signed by persons duly authorized to enter into contracts on behalf of the City and the District. Any attempt at oral modification of this Agreement shall be void and of no effect.

10. Records. Both parties shall maintain the records required in this Agreement for a period of two years after the termination of this Agreement.

11. 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:

If to the City: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Charles P. McClendon, City Manager
 Facsimile: (623) 333-0100

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.
Facsimile: (602) 254-4878

If to the District: Tolleson Union High School District
9801 West Van Buren Street
Tolleson, Arizona 85353
Attn: Dr. Margo Olivares-Seck, Interim Superintendent
Facsimile: (623) 478-4197

With copy to: LASOTA & PETERS, PLC
722 East Osborn, Suite 100
Phoenix, Arizona 85014
Attn: Don Peters, Esq.
Facsimile: (602) 248-2999

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 or e-mail during the normal business hours of the recipient, with proof of delivery. 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.

12. Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

13. Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by either Party shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Each Party shall be the sole judge and authority in determining the availability of funds under this Agreement and each Party shall keep the other Party fully informed as to the availability of funds. The obligation of either Party to make any payment pursuant to this Agreement is a current expense of each Party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either Party. If the either Party fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year,

this Agreement shall terminate at the end of then-current fiscal year and each Party shall be relieved of any subsequent obligation under this Agreement.

14. Entire Agreement. This Agreement comprises the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the Parties to this Agreement.

15. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

16. Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

17. Compliance with Non-Discrimination Laws. The Parties hereto shall comply with Title VII of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act, and State Executive Order No. 75-5 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The Parties hereto shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.

18. Disposition of Property upon Termination. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

19. Approvals. With respect to any provision of this Agreement requiring the consent or approval of either Party as to any matter, unless specifically provided to the contrary in the particular provision requiring such consent or approval, that consent or approval shall not be unreasonably withheld, conditioned or delayed by the Party whose consent or approval is required.

20. Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

21. Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

22. Sudan/Iran. Pursuant to ARIZ. REV. STAT. §§ 35-391, *et seq.* and 35-393.06, *et seq.*, the parties hereby warrant, and represent to each other that the parties and the parties' subcontractors do not have, and will not have a scrutinized business operation in either Sudan or Iran during the term of this Agreement.

23. E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

24. Time of Essence. Time is of the essence with respect to the performance of each and every term, condition, and obligation of this Agreement.

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

“City”

“District”

CITY OF AVONDALE, an Arizona
municipal corporation

TOLLESON UNION HIGH SCHOOL
DISTRICT NO. 214, an Arizona school
district

Marie Lopez Rogers, Mayor

By: _____

ATTEST:

Name: _____

Carmen Martinez, City Clerk

Its: _____

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned City Attorneys acknowledge that (i) they have reviewed the above agreement on behalf of their respective clients and (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

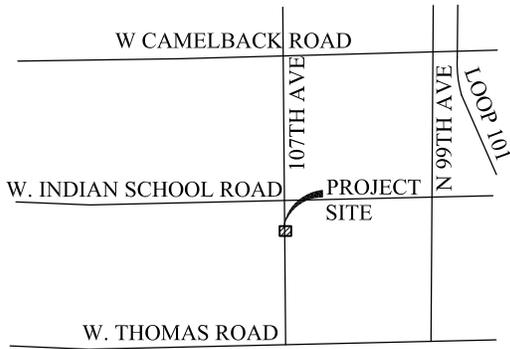
Andrew J. McGuire
Avondale City Attorney

Attorney for Tolleson Union High School
District No. 214

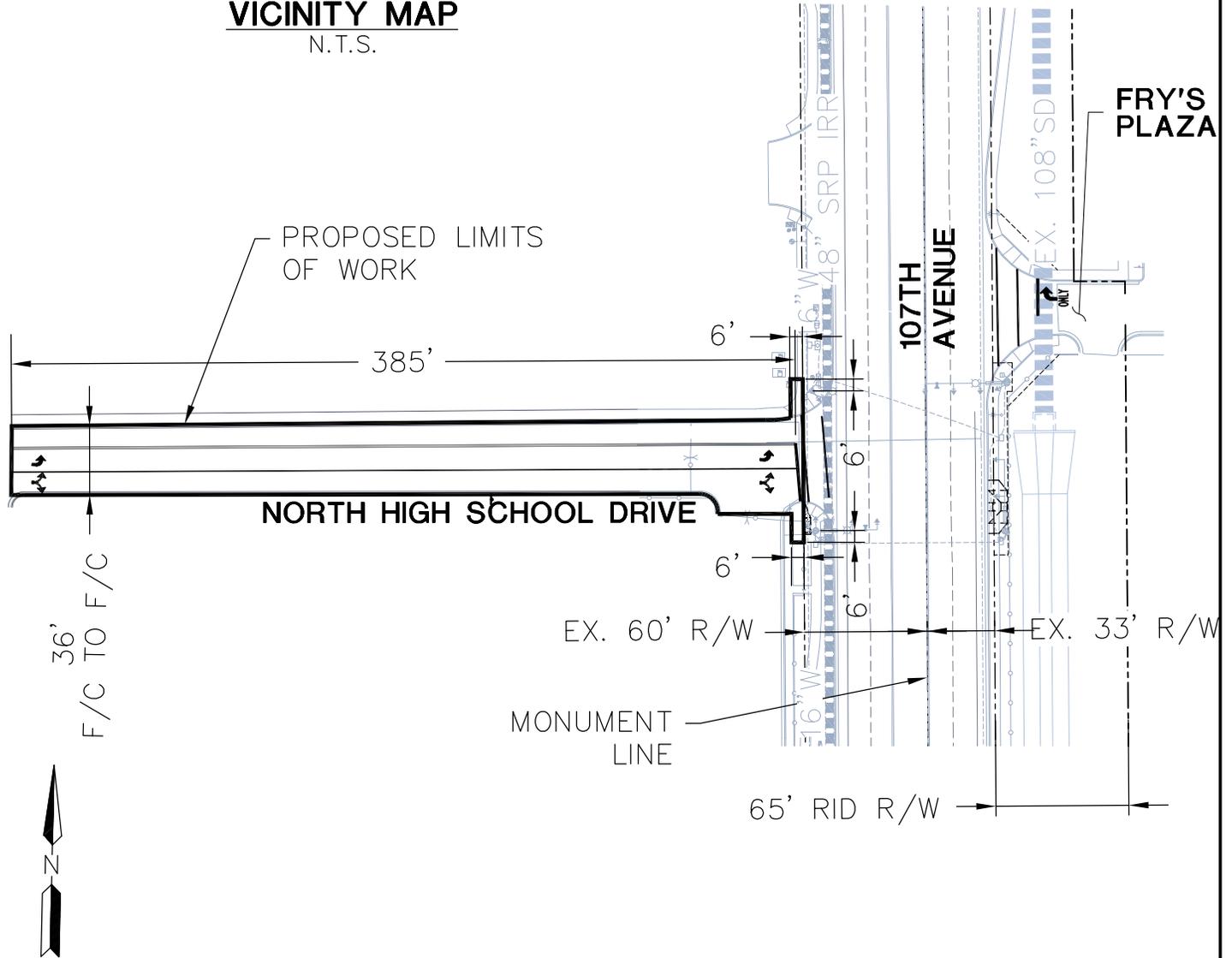
EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE

[Vicinity Map]

See following pages.



VICINITY MAP
N.T.S.



PROJ.#:	1034
DATE:	10-08-10
SCALE:	1"=80'
DRAWN BY:	MR
CHECKED BY:	NL

WEST VIEW HIGH SCHOOL 107TH AVE. & NORTH HIGH SCHOOL DR. AVONDALE, ARIZONA
PROPOSED WORK AREA

hilgartwilson
ENGINEERS • PLANNERS • SURVEYORS
2390 E. CAMELBACK RD., STE. 403
PHOENIX ARIZONA
PH 602-490-0535 FAX 602-325-0161

EXHIBIT B
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE

[Temporary Construction Easement]

See following pages.

When Recorded Mail To:

City Clerk
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

GRANTOR: Tolleson Union High School District #214 of Maricopa County, a political subdivision of the State of Arizona

GRANTEE: City of Avondale, an Arizona municipal corporation (the "City")

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is entered into _____, 2010, by and between the City and the Grantor for the purposes set forth below.

RECITALS

A. Grantor is the record owner of certain real property at the location described and depicted on Exhibit 1, attached hereto and incorporated herein by this reference (the "Property").

B. The City has requested, and Grantor has agreed to grant to the City, a non-exclusive Temporary Construction Easement (the "Easement") upon, over, across, in, through and under the Property for the purpose of traffic signal facility and roadway improvement construction and all appurtenances related thereto.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated herein by reference, the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the City agree as follows:

1. Grant of Easement. Grantor hereby grants to the City the Easement upon, over, across, in, through and under the Property for the purposes of traffic signal facility and roadway improvement construction and all appurtenances related thereto and all appurtenances related thereto.

2. Indemnification. The City covenants and agrees with Grantor, on behalf of itself or its successors and assigns, as the case may be, to indemnify, defend and to hold harmless Grantor, its successors and assigns, for, from and against any and all claims, liabilities and expenses which may be claimed or asserted against Grantor, its successors or assigns, or the Property, arising from the exercise by the City of the rights and easements herein granted and conveyed, including, but without limitation, injury to any person or property, any mechanics' or

materialmen's liens or claims of lien which may be asserted against Grantor as a result of the City's exercise of the rights set forth herein.

3. Consideration. Grantor agrees to furnish the Easement at no additional consideration to the City. This Agreement shall remain in effect until June 30, 2011, unless extended by mutual agreement of the parties hereto.

4. Reservation of Rights. Grantor hereby reserves all such rights and privileges in the Property as may be used and enjoyed by Grantor without interfering with or abridging the rights conveyed to the City.

5. Running of Benefits and Burdens. The provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors and tenants of the parties hereto.

6. Counterparts. This Agreement may be executed in counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts, when executed, taken together shall constitute one and the same instrument.

7. Cancellation by Parties. This Agreement may be cancelled by the parties pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

ACCEPTED BY:

“Grantor”

“City”

TOLLESON UNION HIGH SCHOOL
DISTRICT #214 OF MARICOPA COUNTY, a
political subdivision of the State of Arizona

CITY OF AVONDALE, an Arizona
municipal corporation

By: _____

By: _____

Charles P. McClendon, City Manager

Name: _____

Its: _____

ATTEST:

ATTEST:

Carmen Martinez, City Clerk

Dr. Margo Seck, Interim Superintendent

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2010,
by _____, the _____ of TOLLESON UNION HIGH
SCHOOL DISTRICT #214 OF MARICOPA COUNTY, a political subdivision of the State of
Arizona, on behalf of the district.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2010,
by Charles P. McClendon, as City Manager of the CITY OF AVONDALE, an Arizona
municipal corporation on behalf of the corporation.

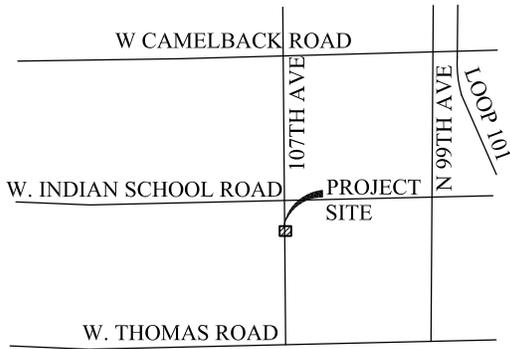
Notary Public in and for the State of Arizona

My Commission Expires:

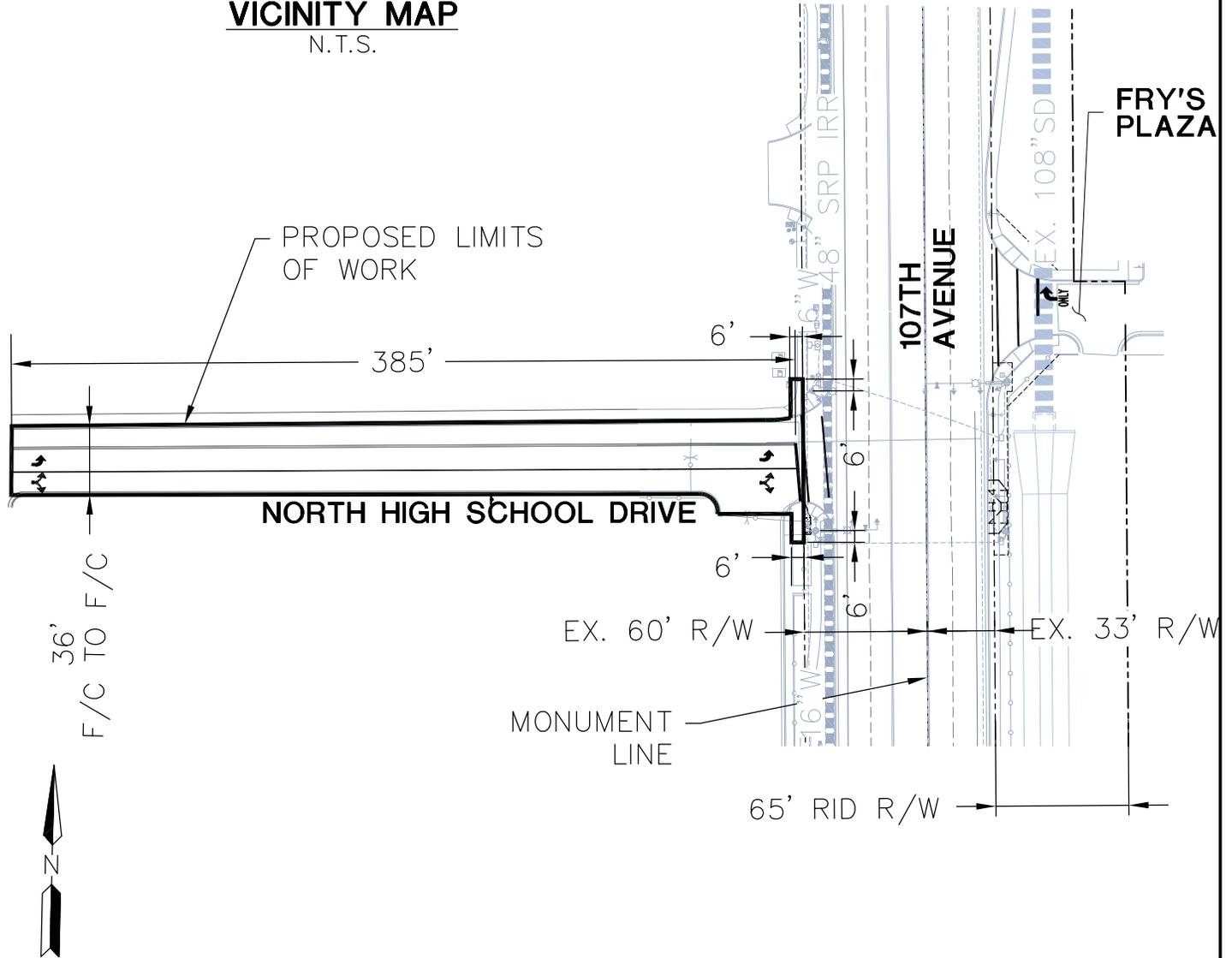
EXHIBIT 1
TO
TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT

[Map of Temporary Construction Easement]

See following pages.



VICINITY MAP
N.T.S.



PROJ.#:	1034
DATE:	10-08-10
SCALE:	1"=80'
DRAWN BY:	MR
CHECKED BY:	NL

WEST VIEW HIGH SCHOOL 107TH AVE. & NORTH HIGH SCHOOL DR. AVONDALE, ARIZONA
PROPOSED WORK AREA

hilgartwilson
ENGINEERS • PLANNERS • SURVEYORS
2390 E. CAMELBACK RD., STE. 403
PHOENIX ARIZONA
PH 602-490-0535 FAX 602-325-0161

EXHIBIT C
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE

[Preliminary Cost Estimate]

See following pages.

**WESTVIEW HIGH SCHOOL
 TRAFFIC SIGNAL IMPROVEMENTS
 Engineer's Estimate of Probable Construction Costs
 for Work Under School District Obligation**



HW Project No. 1034
 November 1, 2010

Description	Units	Quantity	Unit cost	Cost
Remove Existing Sidewalk	SF	130	\$ 2.50	\$ 325.00
Install Sidewalk per MAG STD DTL 230	SF	45	\$ 5.00	\$ 225.00
Install Mid-Block Ramp per City of Avondale DTL A1237-1	EA	1	\$ 1,250.00	\$ 1,250.00
Traffic Signal and Appurtenances*	EA	1	\$ 224,735.00	\$ 224,735.00
Signing and Striping on School Property and Fry's Driveway	LS	1	\$ 2,500.00	\$ 2,500.00
Bollards with Sign	LS	1	\$ 1,000.00	\$ 1,000.00
Grand Total				\$ 230,035.00

Notes:

* - Please see the attached cost estimate by Wright Engineering for details.

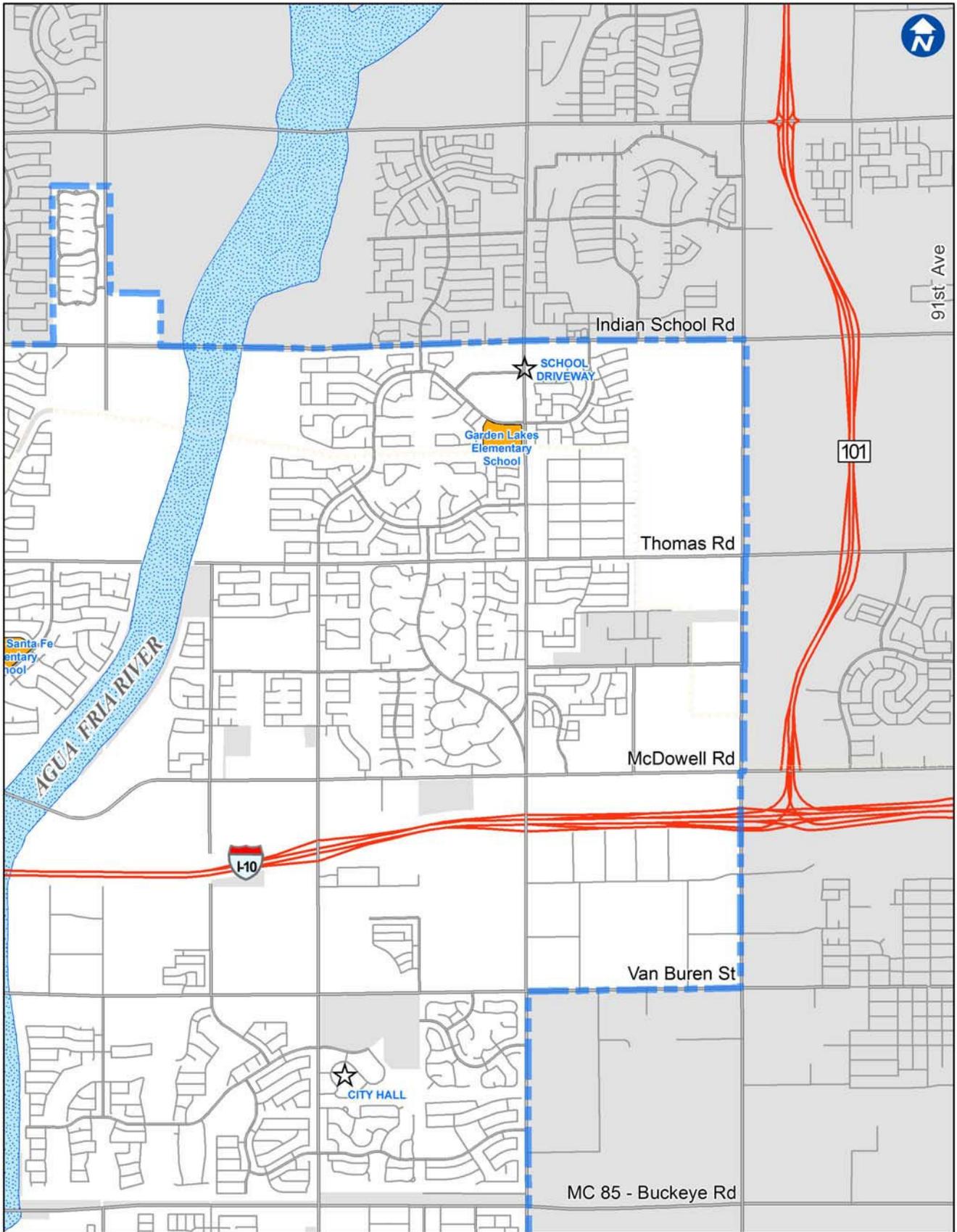
**CITY OF AVONDALE
WESTVIEW HIGH SCHOOL
107TH AVE AND WESTVIEW DRIVEWAY
TRAFFIC SIGNAL IMPROVEMENTS
COST ESTIMATE
7TH OCTOBER 2010**



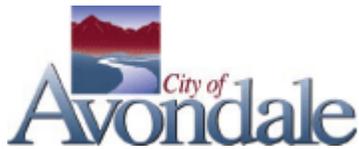
NO. DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL PRICE
1 TYPE 'G' POLE	1	EACH	\$2,500.00	\$2,500.00
2 TRAFFIC SIGNAL 'Q' POLE	2	EACH	\$6,400.00	\$12,800.00
3 TRAFFIC SIGNAL 'R' POLE	1	EACH	\$7,900.00	\$7,900.00
4 LUMINAIRE MAST ARM WITH 155W LED LUMINAIRE	4	EACH	\$1,500.00	\$6,000.00
5 TRAFFIC SIGNAL FOUNDATION FOR TYPE J, K, Q, OR R POLE	3	EACH	\$4,000.00	\$12,000.00
6 TRAFFIC SIGNAL FOUNDATION FOR TYPE G POLE	1	EACH	\$2,500.00	\$2,500.00
7 30' SIGNAL MAST ARM	1	EACH	\$2,500.00	\$2,500.00
8 35' SIGNAL MAST ARM	1	EACH	\$4,000.00	\$4,000.00
9 45' SIGNAL MAST ARM	1	EACH	\$6,300.00	\$6,300.00
10 TYPE 'F' SIGNAL HEAD	8	EACH	\$600.00	\$4,800.00
11 TYPE 'Q' SIGNAL HEAD	2	EACH	\$900.00	\$1,800.00
12 PEDESTRIAN SIGNAL HEAD	6	EACH	\$825.00	\$4,950.00
13 VIDEO DETECTION CAMERA WITH ALL MOUNTING HARDWARE	4	EACH	\$7,000.00	\$28,000.00
14 TRAFFIC SIGNAL CONTROLLER CABINET WITH ALL CONTROL MODULES	1	EACH	\$27,000.00	\$27,000.00
15 PEDESTAL MOUNTED METERED SERVICE ENCLOSURE	1	EACH	\$7,600.00	\$7,600.00

16	EMERGENCY PRE-EMPTION SENSOR	2	EACH	\$1,000.00	\$2,000.00
17	EMERGENCY PRE-EMPTION WIRE & CARD	1	EACH	\$3,000.00	\$3,000.00
18	INTERNALLY ILLUMINATED STREET NAME SIGN	3	EACH	\$4,000.00	\$12,000.00
19	PEDESTRIAN PUSH BUTTON	4	EACH	\$250.00	\$1,000.00
20	TYPE II HEAD MOUNTING	7	EACH	\$150.00	\$1,050.00
21	TYPE V HEAD MOUNTING	5	EACH	\$325.00	\$1,625.00
22	TYPE VII HEAD MOUNTING	1	EACH	\$350.00	\$350.00
23	#7 TRAFFIC SIGNAL PULL BOX WITH EXTENSION	4	EACH	\$600.00	\$2,400.00
24	2" SCH 40 PVC CONDUIT FOR TRAFFIC SIGNAL	20	L.F.	\$16.00	\$320.00
25	4" SCH 40 PVC CONDUIT FOR TRAFFIC SIGNAL	730	L.F.	\$18.00	\$13,140.00
26	TRAFFIC SIGNAL CONDUCTORS AND CABLES	1	LUMP SUM	\$18,000.00	\$18,000.00
27	#7 TRAFFIC SIGNAL PULL BOX WITH EXTENSION FOR TRAFFIC SIGNAL INTERCONNECT	3	EACH	\$600.00	\$1,800.00
28	FIBER SPLICE VAULT	2	EACH	\$1,200.00	\$2,400.00
29	(2) 3" SCH 80 PVC CONDUIT AND TRENCH FOR TRAFFIC SIGNAL INTERCONNECT	1500	L.F.	\$18.00	\$27,000.00
30	96 STRAND SMFO AND 2500 LB MULE TAPE	1500	L.F.	\$5.00	\$7,500.00
31	FIBER SPLICING, INCLUDING SPLICE RACKS, ENCLOSURES, TESTING, ETC.	1	LUM SUM	\$3,000.00	\$3,000.00
				TOTAL	\$224,735.00

VICINITY MAP



CITY OF AVONDALE



CITY COUNCIL REPORT

SUBJECT:

Appointment of Members to the City's Boards, Commission and Committees and to the positions of Chair and Vice Chair of the Planning Commission

MEETING DATE:

December 6, 2010

TO: Mayor and Council

FROM: Carmen Martinez, City Clerk (623) 333-1214

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider the Council Subcommittee's recommendations for appointment to the City's Boards, Commissions and Committees and the appointment of two members to serve as Chair and Vice Chair of the Planning Commission.

DISCUSSION:

The Council Subcommittee hosted a Meet and Greet with candidates for appointment on Thursday, November 18, 2010. Their recommendations for appointment are as follows:

Avondale Municipal Art Committee	
Janet Ellis (Alternate)	12/31/13
Stephanie Franklin	12/31/13
Bryan Kilgore	12/31/13
Maureen Lambright	12/31/13
Carin Vierhout	12/31/13

Board of Adjustment	
Darin Mitchell (Alternate)	12/31/13
Joseph Mosca	12/31/13
David Sours	12/31/13

CIP - Zone 1	
Bryan Kilgore	12/31/13

Citizen Corps Council	
Gena Byrd	12/31/13

Environmental Affairs Commission	
Gena Byrd	12/31/12
Stephanie Franklin	12/31/13
Nadine Johnson	12/31/13
Joseph Mosca	12/31/13
Gustavo Rodriguez (Youth Member)	12/31/13
William Williams	12/31/13

Library Advisory Board	
Maureen Lambright	12/31/13

Municipal Development Corporation	
Darin Mitchell	Indefinite

Neighborhood and Family Service Commission	
Rosalie Baldonado	12/31/13
Grace Carrillo	12/31/13
Debora Polisky (Alternate)	12/31/13

Parks and Recreation Advisory Board	
Rick Spencer	12/31/13

Planning Commission	
Angela Cotera	12/31/13

Risk Management Trust Fund Board	
Betty Lynch	12/31/13

Section 15.4 of the Council Rules of Procedure outline minimum qualifications for appointment. Section 15.4-A-2 states that candidates must be residents of Avondale for a least one year but allows the Council to waive this requirement at their discretion. Ms Janet Ellis was a resident of Avondale from 2005 to 2008; moved away in mid 2008 and returned to Avondale in June 2010. Ms Ellis is interested in being appointed to the Municipal Art Committee and has requested a waiver of the one-year residency requirement. The subcommittee is recommending the appointment of Ms Ellis as an alternate member of the Municipal Art Committee thereby granting a waiver of the residency requirement.

In addition, the Council Subcommittee is recommending appointment of Mr. Michael Long as Chair and Ms Angela Cotera as Vice Chair of the Planning Commission.

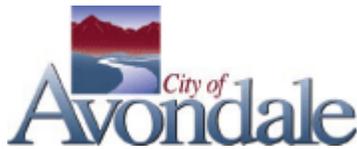
RECOMMENDATION:

The Council Subcommittee is recommending appointment of members of the City's Boards, Commissions and Committees as outlined above and appointment of Mr. Michael Long as Chair and Ms Angela Cotera as Vice Chair of the Planning Commission.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Public Hearing - Ordinance - Use of Fireworks

MEETING DATE:

December 6, 2010

TO: Mayor and Council
FROM: Paul Adams, Fire Chief (623) 333-6100
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the Mayor and City Council consider the adoption of an Ordinance prohibiting the use of fireworks, with the exception of novelty items, within the corporate limits of the City of Avondale.

BACKGROUND:

To this point the sale and use of fireworks, with the exception of federally deregulated novelty items, have been illegal in the State of Arizona. However, in the last legislative session HB-2246, which would allow the sale and use of certain consumer fireworks, was approved by the legislature and signed into law by the Governor. The law becomes effective on December 1, 2010 and prohibits local jurisdictions from taking any action that would interfere with the sale of consumer fireworks but does allow cities and towns to restrict the use of fireworks within their jurisdiction.

Staff presented information concerning the impact of the new law at a Council Work Session on October 11. At that time staff received direction to develop an ordinance for the Council to consider that would ban the use of fireworks within the City.

DISCUSSION:

HB-2246 allows the sale and use of state-approved, non-aerial consumer fireworks as defined by the 2001 version of the American Pyrotechnics Association Standard 87-1. The bill continues to prohibit the sale or use of firecrackers, items that report and aerial fireworks except by a qualified pyrotechnic expert (as defined by the local governing body). The sale of fireworks is limited to persons 16 years of age and older.

With respect to local ordinances HB-2246 states that "the regulation of permissible consumer fireworks pursuant to this article and their use is not subject to further regulation by a governing body, except that an incorporated city or town may regulate the use of permissible consumer fireworks within its corporate limits ..." so Avondale would be able to regulate the use of fireworks but can in no way restrict the sale of permitted consumer fireworks within our city limits other than the restrictions permitted by the 2006 edition of NFPA 1124 which is required to be adopted by the State through the State Fire Marshal's office.

There is no doubt that fireworks can be dangerous if not handled properly. A sparkler, for example, can burn at a temperature in excess of 1200 degrees which will easily ignite clothing and most other natural products (paper, wood, etc.) The use of fireworks certainly presents the city with the potential for a number of negative impacts including fireworks related fires, injuries, vandalism, crime related to fireworks stands and potential noise complaints. Fireworks related incidents accounted for an estimated 22,500 fires, 40 injuries, 1 death and \$42 million in property damage nationally in 2008 according to the National Fire Protection Association (NFPA).

Staff is presenting an Ordinance for consideration that would prohibit the use of fireworks, other than federally deregulated novelty items, within the corporate limits of the City. The ordinance would further prohibit the sale of fireworks to persons under the age of 16 and require signage at the point of sale clearly indicating that the use of fireworks within the city is prohibited.

The ordinance also includes a liability clause relating to the emergency response expenses incurred due to the use of fireworks within the city, establishes a civil fine and establishes enforcement authority.

While most valley cities are considering adopting a similar ordinance to date only Goodyear, Tempe, Fountain Hills and Cave Creek have formally taken action to ban fireworks.

BUDGETARY IMPACT:

There is no budgetary impact associated with this item except that enforcement will require staff time, primarily from Police Officers.

RECOMMENDATION:

Staff recommends that the Mayor and City Council adopt an Ordinance prohibiting the use of fireworks, with the exception of novelty items, within the corporate limits of the City of Avondale.

ATTACHMENTS:

Click to download

 [Ordinance 1432-1210](#)

ORDINANCE NO. 1432-1210

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 10, FIRE PREVENTION AND PROTECTION, RELATING TO THE USE OF FIREWORKS.

WHEREAS, the Council of the City of Avondale (the “City Council”) deem it necessary to adopt certain regulations to protect, enhance and promote the health, safety and welfare of the City of Avondale (the “City”) and its residents; and

WHEREAS, the City Council desires to prevent fire hazards that threaten the safety of individuals and private and public improvements, including residential, commercial and industrial dwellings; and

WHEREAS, due to the dry/desert conditions existing adjacent to or within the City, the ever-present risk of wildfires and the challenging terrain which the dry/desert conditions exist, the danger of fire associated with the use of consumer fireworks is enhanced, causing the possibility of serious fire damage to the community and injury to its residents; and

WHEREAS, the City Council desires to reduce the threat of harm to the community by banning the use of fireworks within its corporate limits.

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The Avondale City Code, Chapter 10, Fire Prevention and Protection, is hereby amended by creating a new Article IV, Fireworks, to read as follows:

Article IV – Fireworks.

Section 10-44 - Definitions. The following words, terms and phrases, when used in this Article, have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning:

“**Consumer Firework**” means those fireworks defined as such by ARIZ. REV. STAT. § 36-1601, as amended.

“Display Firework” means those fireworks defined as such by ARIZ. REV. STAT. § 36-1601, as amended.

“Expenses of an Emergency Response” means Reasonable Costs directly incurred by public agencies, for-profit entities or not-for-profit entities that make an appropriate emergency response to an incident.

“Fireworks” means any combustible or explosive composition, substance or combination of substances, or any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, including a Consumer Firework, Display Firework or permissible consumer firework as defined by ARIZ. REV. STAT. § 36-1601, as amended.

“Novelty Items” means federally deregulated novelty items that are known as snappers, snap caps, party poppers, glow worms, snakes, toy smoke devices, sparklers, and certain toys excluded from the definition of Fireworks, as Fireworks is defined in ARIZ. REV. STAT. § 36-1601, as amended.

“Permissible Consumer Fireworks” means those Fireworks defined as such by ARIZ. REV. STAT. § 36-1601, as amended, that may be sold within the City, even where the use of those items has been prohibited.

“Reasonable Costs” includes the costs of providing police, fire fighting, rescue and emergency medical services at the scene of an incident and the salaries of the persons who respond to the incident.

“Supervised Public Display” means a monitored performance of Display Fireworks open to the public and authorized by permit by the Fire Chief or authorized designee.

Section 10-45 - Use of Fireworks prohibited; exceptions.

(a) The use, discharge or ignition of Fireworks within the corporate limits of the City is prohibited.

(b) Nothing in this Section 10-45 on in this Article shall be construed to prohibit the use, discharge or ignition of Novelty Items or the occurrence of a Supervised Public Display of Fireworks.

(c) Permits may be granted by the Fire Chief or authorized designee for conducting a properly Supervised Public Display of Fireworks. Every such Supervised Public Display of Fireworks shall be of such character and so located, discharged or fired, only after proper inspection and in a manner that does not endanger persons, animals or property. A permit shall not be issued, and may be revoked, during time periods of High Fire Danger warnings as declared by the United States National Weather Service. The Fire Chief or authorized designee has authority to impose conditions on any permits granted.

(d) Failure to comply with any permit requirements issued by the Fire Chief or authorized designee is a civil offense punishable by a base civil fine of up to Seven Hundred and Fifty Dollars (\$750) for each violation.

Section 10-46 - Sale of Fireworks.

(a) No person shall sell, permit or authorize the sale of Permissible Consumer Fireworks to a person who is under sixteen (16) years of age.

(b) No person shall sell, permit or authorize the sale of Permissible Consumer Fireworks in conflict with State law.

Section 10-47 - Posting of signs by persons engaged in the sale of Fireworks; civil penalty.

(a) Prior to the sale of Permissible Consumer Fireworks, every person engaged in such sales shall prominently display signs indicating the following:

(1) The use of Fireworks, including Permissible Consumer Fireworks except Novelty Items is prohibited within the corporate limits of the City.

(2) Consumer Fireworks authorized for sale under State law may not be sold to persons under the age of sixteen (16).

(b) Signs required under this Section 10-47 shall be placed at each cash register and in each area where Fireworks are displayed for sale.

(c) The Fire Chief or authorized designee shall develop regulations concerning the size and color of the required signs and shall develop a model sign. The required sign regulations and model sign shall be posted on the City's website and filed with the City Clerk's office.

(d) Failure to comply with Subsections (a) or (b) of this Section 10-47 is a civil offense punishable by a base civil fine of up to Seven Hundred and Fifty Dollars (\$750) for each violation.

Section 10-48 - Authority to enforce violations of this Article; means of enforcement.

(a) The Fire Chief or authorized designee, a City Police Officer, a City Code Enforcement Officer or the City Prosecutor may issue civil complaints to enforce violations of this Article designated as civil offenses.

(b) Any person authorized pursuant to this Section 10-48 to issue a civil complaint may also issue a notice of violation specifying actions to be taken and the time in which they are to be taken to avoid issuance of a civil or criminal complaint.

(c) A City Police Officer or the City Prosecutor may issue criminal complaints to enforce this Article.

Section 10-49 - Liability for emergency responses related to use of Fireworks.

(a) A person who uses, discharges or ignites Permissible Consumer Fireworks, Fireworks or anything that is designed or intended to rise into the air and explode or to detonate in the air or to fly above the ground, is liable for the Expenses of any Emergency Response that is required by such use, discharge or ignition. The fact that a person is convicted or found responsible for a violation(s) of this Article is prima facie evidence of liability under this Section 10-49.

(b) The Expenses of an Emergency Response are a charge against the person liable for those expenses pursuant to Subsection (a) of this Section 10-49. The charge constitutes a debt of that person and may be collected proportionately by the public agencies, for-profit entities or not-for-profit entities that incurred the expenses. The liability imposed under this Section 10-49 is in addition to and not in limitation of any other liability that may be imposed.

Section 10-50 - Penalty.

Unless otherwise specifically set forth in this Article, the penalty for violating any prohibition or requirement imposed by this Article is a class three misdemeanor.

SECTION 3. The immediate operation of this Ordinance is necessary to ensure public health and safety; therefore, an emergency is hereby declared to exist. This Ordinance shall be in full force and effect from and after its passage and approval by the City Council as required by law, and this Ordinance is hereby exempt from the referendum provisions of the constitution and laws of the State of Arizona.

SECTION 4. That if any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, December 6, 2010.

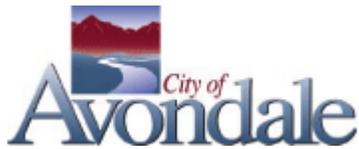
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



DEVELOPMENT SERVICES

SUBJECT:
Master and Final Site Plan Approval Extension -
Avondale Phoenix Children's Hospital

MEETING DATE:
December 6, 2010

TO: Mayor and Council
FROM: Sue McDermott, Development Services and Engineering Department Director, (623) 333-4211
THROUGH: Charlie McClendon, City Manager (623) 333-1015

REQUEST: Extend the approval of the Phoenix Children's Hospital Master and Final Site Plans for one year from the date of expiration, until October 20, 2011.

PARCEL SIZE: Approximately 12.6 Acres

LOCATION: Northeast corner of Avondale Boulevard and McDowell Road (Exhibits A and B)

APPLICANT: Mr. Ivan Hilton, Ensemble Devman of Arizona (602) 385-2850

OWNER: Phoenix Children's Hospital

BACKGROUND:

On October 20, 2008, the City Council approved the Site Plan (Exhibit D) for the first Phoenix Children's Hospital, a Planned Area Development (PAD) located at the northeast corner of Avondale Boulevard and McDowell Road. A landscape plan (Exhibit E), preliminary grading & drainage plan, photometric plan, building elevations, materials & colors board, and comprehensive sign plan were included as part of the Site Plan approval.

The approved Site Plan proposed building the project in three phases, as follows:

- **Phase I** includes a one-story, 15' tall building which will function as a pediatric medical clinic and urgent care facility. The clinic building is approximately 36,000 square feet in area. The square footage devoted to clinical uses will be reduced to roughly 18,000 feet upon completion of Phase III, with approximately 18,000 square feet being converted into Emergency Room facilities when the Hospital is completed.
- **Phase II** is a two-story 30' tall medical office building (MOB) measured to the roof deck. With parapet and mechanical equipment screening walls, the highest point of the building will be 42' above grade. The medical office building will be roughly 36,000 square feet in area and construction is expected to begin on Phase II shortly after the clinic phase of the project commences.
- **Phase III** is a two-story, 30' tall hospital building measured to the roof deck. As with the MOB, the highest point of the building will extend to 42' above grade. The hospital will add an additional 96,000 square feet of floor area to the complex. When taking into account the 18,000 square feet of clinic which will be converted to Emergency facilities, the total square footage of the hospital at build out will be approximately 114,000 square feet. The hospital phase of the project is not expected to commence in the near term.

The approval was subject to 21 stipulations (Exhibit G), including a standard stipulation (Stipulation #2) which specified an expiration date for the site plan approval. The stipulation reads, "The plan approval expires in one year from date of approval unless a building permit has been issued." The City Council approved a one-year extension for the site plan last year on December 14, 2009. An additional one-year extension is required to maintain the validity of the site plan through October 20, 2011.

Since the City Council approved the Site Plan in October 2008, the applicant submitted final construction documents and civil improvement plans relating to Phases I and II of the project. The plans for Phase I were approved on February 19, 2009; however, a building permit was never issued. The plans for Phase II have not been approved.

Because a building permit was not issued by October 20th, a second extension is required to maintain the validity of the Phoenix Children's Hospital approvals.

The applicant has cited (Exhibit C) several factors for why development of the property has been delayed. These factors include the overall general economic decline that has stunted growth both regionally and nationally as well as the need for Phoenix Children's Hospital to complete several outstanding projects in other cities before the Avondale project could commence. The applicant states that due to an improving economy and the completion of Phoenix Children's Hospital's other projects, construction of the Avondale site is expected to begin within the next year. The schedule included with the narrative indicates that permits will be picked up in March 2011, construction will commence in April 2011, and the first phase will be completed in December 2011. Kitchell Builders has been selected by PCH as the general contractor for the project.

SUMMARY OF REQUEST:

The applicant has requested that the City Council grant a one-year extension for the Phoenix Children's Site Plan to allow additional time to secure required financing and commence construction. The request would be valid through October 20, 2011.

PARTICIPATION:

Public notifications are not required for Site Plan Extensions.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Site Plan Extensions.

ANALYSIS:

The approved Phoenix Children's Hospital PAD remains valid until October 20, 2011. Rather than referencing Zoning Ordinance sections for development and design standards, the approved PAD specifies customized standards for items such as landscaping and parking and includes conceptual plans (i.e. conceptual site plan, conceptual landscape plan) for the development of the site. As a result, the site plan remains in complete conformance with the approved PAD and the Zoning Ordinance, despite recent amendments to the Zoning Ordinance. Furthermore, the project remains vital to the economic growth of the City, specifically in regards to the McDowell Road corridor. For these reasons, staff supports granting a one year Site Plan extension.

RECOMMENDATION:

Staff recommends that the City Council approve a time extension for the Phoenix Children's Hospital Master and Final Site Plans until October 20, 2011.

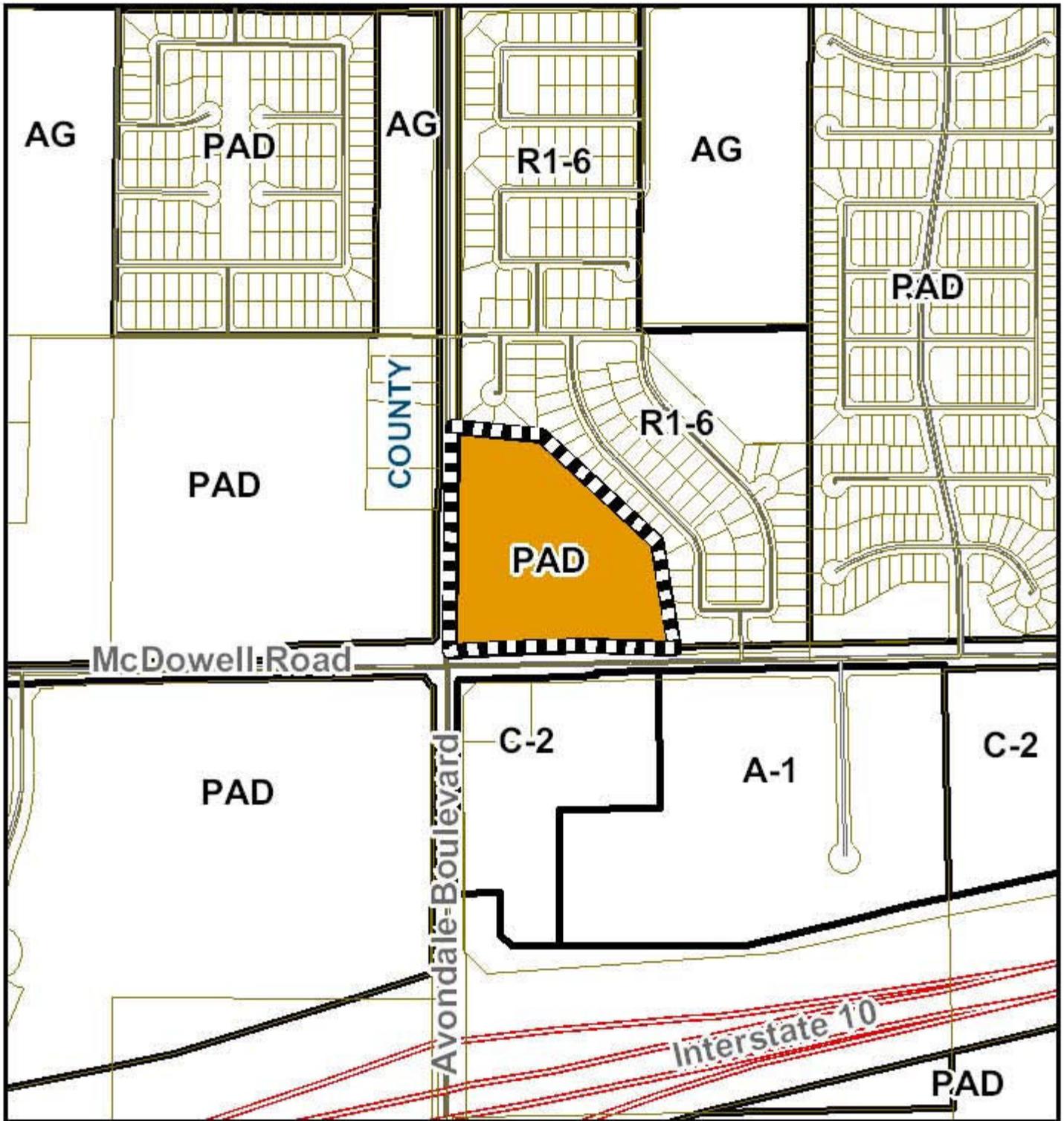
PROPOSED MOTION:

I move that the City Council **GRANT** a time extension for the Phoenix Children's Hospital Master and Final Site Plans until October 20, 2011.

ATTACHMENTS:

Click to download

- ▢ [Exhibit A - Zoning Vicinity Map](#)
- ▢ [Exhibit B - Aerial Photograph](#)
- ▢ [Exhibit C - Applicant's Extension Request dated October 7, 2010](#)
- ▢ [Exhibit D - Approved Phoenix Children's Hospital Master Site Plan](#)
- ▢ [Exhibit E - Approved Phoenix Children's Hospital Landscape Plan](#)
- ▢ [Exhibit F - Approved Phoenix Children's Hospital Building Elevations](#)
- ▢ [Exhibit G - Phoenix Children's Hospital Master and Final Site Plan approval letter, dated October 22, 2008](#)
- ▢ [Exhibit H - Excerpt from City Council Minutes, Regular Meeting of October 20, 2008](#)



Zoning Vicinity Map



Subject Property





2008 Aerial Photograph



Subject Property



**Phoenix Children's Hospital Avondale Clinic
Site Plan Extension Narrative
October 7, 2010**

➤ **Location:**

- **Nearest intersecting streets of the property.**
 - Avondale Boulevard and McDowell Road
- **Size of property.**
 - 12.65 acres

➤ **History:**

- **Date Annexed**
 - April 20, 1987
- **Date Zoned**
 - October 20, 2008
- **Subsequent actions with staff, the Planning commission, of City Council after Site Plan approval. List all Dates. Be sure to list all approvals.**
 - October 20, 2008 – Master Site Plan was approved.
 - Application DR-08-05
 - May 13, 2009 Extension requested and approved.
 - November 2, 2009 Extension requested and approved

➤ **Request:**

- **Request is for a maximum one year extension.**
 - Although we are expecting to begin construction much sooner, we are requesting a one year extension to the site plan approval.

➤ **Justification:**

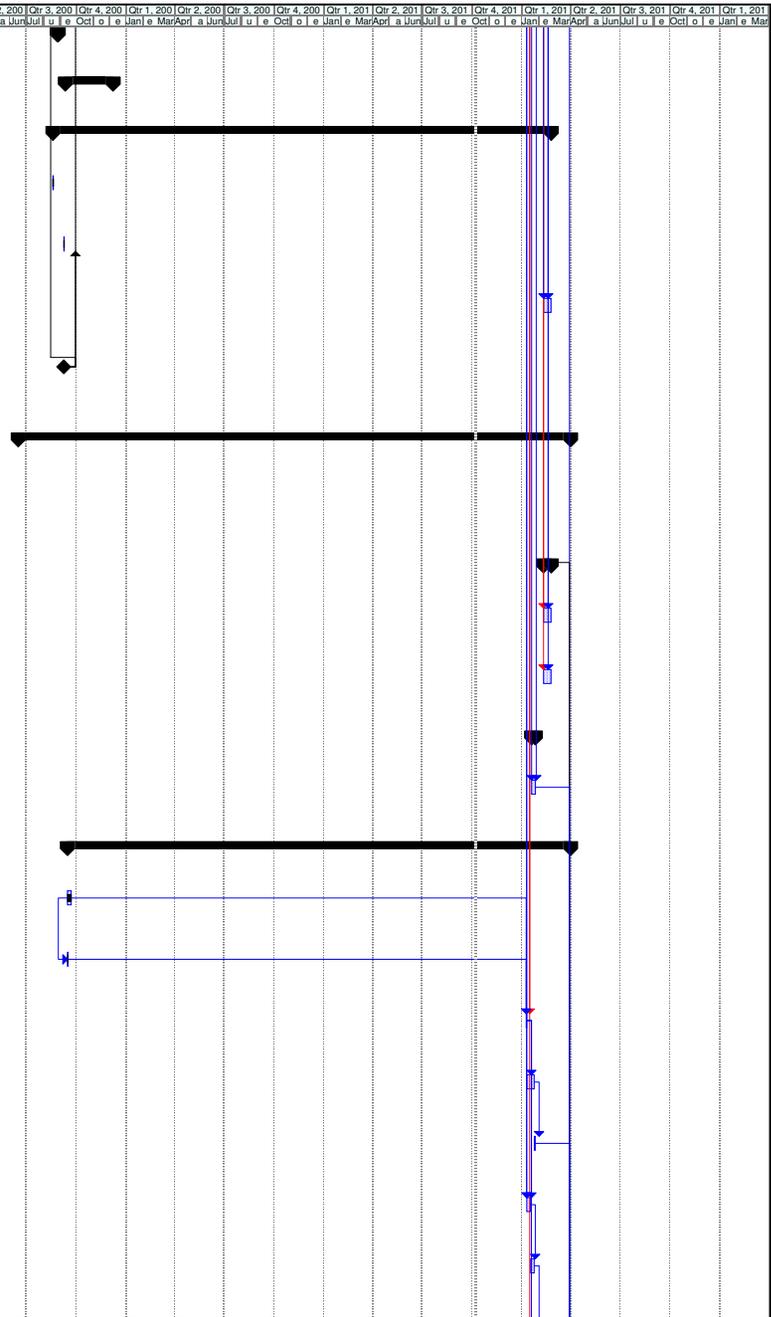
- **Why wasn't the property developed within the one year allotment?**
 - Several issues caused this project's start date to be delayed.
 - The decline of the economy in general in 2008 was a major factor which created a change in the financing strategy for the project in general.
 - The economy also caused declines in reimbursement to Phoenix Children's Hospital at the time which had a direct impact on this project.
 - With several major projects and opportunities happening at the same time at Phoenix Children's Hospital the Avondale project had to be delayed until those projects and opportunities were either completed or resolved.

- **Why will one more year make a difference?**
 - The economy is improving and interest in the project in Avondale is increasing.
 - The major projects and issues for PCH either have been or will be resolved soon which will allow this project to proceed.

- **What step in the development process is the project in as of the date of this application?**
 - The project is totally designed.
 - Kitchell Builders has been selected to be the general contractor.
 - The project is “shovel ready”.
 - Construction financing has yet to be secured however it is expected that once the decision is made to proceed the financing will follow quickly.

- **Provide a schedule that shows how construction will be underway within the time period granted by the extension.**
 - A schedule is provided with this application showing the completion of the various steps in the process and those that are yet to be completed.

ID	Task Name	Duration	Finish	Total Slack	Predecessors	Resource Initials	Qtr 3, 200	Qtr 4, 200	Qtr 1, 200	Qtr 2, 200	Qtr 3, 200	Qtr 4, 200	Qtr 1, 200	Qtr 2, 200	Qtr 3, 200	Qtr 4, 200	Qtr 1, 201	Qtr 2, 201	Qtr 3, 201	Qtr 4, 201	Qtr 1, 201	Qtr 2, 201	Qtr 3, 201	Qtr 4, 201				
							Jul	Oct	Jan	Mar	Apr	Jun	Jul	Oct	Jan	Mar	Apr	Jun	Jul	Oct	Jan	Mar	Apr	Jun	Jul	Oct	Jan	Mar
68	3.6 PROJECT SCHEDULE	2 days	Fri 8/29/08	0 days																								
70	3.7 GOVERNMENT ENTITLEMENTS	59 days	Mon 12/8/08	0 days																								
74	3.8 LEASING	634 days	Thu 2/24/11	223 days																								
75	3.8.1 Set Initial Rates	1 day	Wed 8/20/08	0 days	38	MM																						
76	3.8.2 Set Final Rates	1 day	Tue 9/9/08	0 days	78	MM																						
77	3.8.3 Prepare Lease Form	10 days	Thu 2/24/11	223 days	45,49	MM																						
78	3.9 Verified Development Analysis	0 days	Mon 9/8/08	16 days	66,69	MM,IH																						
79	4 PRE-CONSTRUCTION PHASE	705 days	Fri 4/1/11	197 days																								
80	4.1 HOSPITAL AGREEMENTS	10 days	Thu 2/24/11	19 days																								
81	4.1.1 Execute Ground Lease	10 days	Thu 2/24/11	19 days	41,45	IH																						
82	4.1.2 Execute REA	10 days	Thu 2/24/11	19 days	41,46	IH																						
83	4.2 OWNERSHIP	5 days	Wed 1/26/11	45 days																								
84	4.2.1 UHT Partnership Agreement	5 days	Wed 1/26/11	45 days	52,49	MM																						
85	4.3 DEBT FINANCING	642 days	Fri 4/1/11	0 days																								
86	4.3.1 Prepare Finance Package	5 days	Mon 9/22/08	0 days	58	MM,SA																						
87	4.3.2 Identify prospective lenders	1 day	Tue 9/16/08	0 days	86	SS																						
88	4.3.3 Finance Package Issued	1 day	Mon 1/10/11	22 days	86,87,41	MM,SA																						
89	4.3.4 Obtain Builder's Risk Insurance Quotes	10 days	Mon 1/24/11	45 days	88	SA,MM																						
90	4.3.5 Bind Builder's Risk Insurance	2 days	Wed 1/26/11	45 days	89	MM,SA																						
91	4.3.6 Order Updated Title Report	5 days	Mon 1/17/11	22 days	44,43,88	SA																						
92	4.3.7 Updated Title Review	5 days	Mon 1/24/11	22 days	91	MM																						



Project: PCH Avondale Clinic
Date: Thu 10/7/10

Task		Progress		Summary		Roll Up Critical Task		Roll Up Progress		External Tasks		Group By Summary	
Critical Task		Milestone		Roll Up Task		Roll Up Milestone		Split		Project Summary		Deadline	

SITE PLAN

FOR

PHOENIX CHILDREN'S HOSPITAL AVONDALE CAMPUS

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH RANGE 1 EAST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

Evans, Kuhn & Associates, Inc.
 7227 N. 16th St. Suite 140
 Phoenix, Az 85020
 602.241.0782 phone

SITE PLAN FOR PHOENIX CHILDREN'S HOSPITAL AVONDALE CAMPUS
 MCDOWELL RD. and 115th AVE (AVONDALE BLVD.)
 AVONDALE, ARIZONA

SITE DATA

EXISTING ZONING SITE C-1
PROPOSED ZONING PAD

SURROUNDING ZONING AND LAND USE
 NORTH & EAST - SINGLE FAMILY RESIDENTIAL R1-6 ZONING
 SOUTH - UNDEVELOPED C-2 ZONING
 WEST - PLANNED COMMERCIAL PAD & COUNTY RU-43 ZONING

LAND AREA
 653,234 S.F. GROSS - INCLUDING RIGHT OF WAY
 550,670 S.F. NET - EXCLUDES EXISTING ROW
 536,567 S.F. PROPOSED NET - EXCLUDES PROPOSED ROW

SETBACKS PROPOSED
 NORTH & EAST - 10' LANDSCAPED, 50' TO THE BUILDING.
 WEST - 20' LANDSCAPED
 SOUTH - 40' LANDSCAPED

PROPOSED BUILDINGS

PHASE	USE	AREA	HEIGHT
1	CLINICAL	35,816 SF	1 STORY 16FT.
2	MEDICAL OFFICE	35,656 SF	2 STORY 30FT.
3	HOSPITAL	95,848 SF	2 STORY 30FT.
LOT COVERAGE		167,320 SF. BUILDING	
		536,567 PROPOSED NET SITE AREA	
		31% LOT COVERAGE	

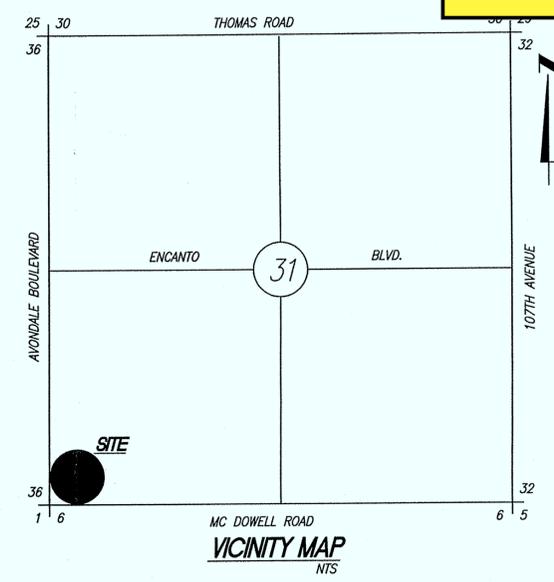
PROPERTY STANDARDS
 1 PARKING SPACE / 200 SF CLINICAL & MEDICAL OFFICE
 1 PARKING SPACE / 400 SF HOSPITAL

PARKING CALCULATIONS

PHASE	USE	BUILDING AREA	PARKING SPACES PROVIDED
1	CLINICAL	35,816 SF	179
2	MEDICAL BUILDING	35,656 SF	178
TOTALS			357

PHASE	USE	BUILDING AREA	PARKING SPACES PROVIDED
3	CLINICAL	17,908 SF	90
3	MEDICAL BUILDING	35,656 SF	178
3	HOSPITAL	113,796 SF	284
TOTALS			552

ACCESSIBLE PARKING
 REQUIRED 12 SPACES
 PROVIDED 13 SPACES



OWNER / DEVELOPER

PHOENIX CHILDREN'S HOSPITAL
 1919 EAST THOMAS ROAD
 PHOENIX, ARIZONA 85016
 PH: 602-546-0481
 FX: 602-239-2114
 CONTACT: MR. DAVID COTTLE

BENCHMARK

MARICOPA COUNTY BRASS CAP IN
 HANDHOLE AT THE INTERSECTION OF
 AVONDALE BOULEVARD (115TH AVENUE)
 AND MCDOWELL ROAD
 ELEVATION = 1000.43 (NAVD 88 DATUM)
 (CITY OF AVONDALE DATUM)

ENGINEER / SURVEYOR

EVANS, KUHN & ASSOCIATES, INC.
 7227 NORTH 16TH STREET, SUITE 140
 PHOENIX, ARIZONA 85020
 CONTACT: MR. JOHN D. KUHN, P.E., R.L.S.
 PH: 602-241-0782
 FX: 602-248-9158

ARCHITECT

HKS
 1919 MC KINNEY AVENUE
 DALLAS, TEXAS 75201
 PH: 214-969-5599
 FX: 214-969-3397
 CONTACT: MR. GLENN A. ARDEN, AIA

BASIS OF BEARINGS

DEED BEARING S88°52'31" W ALONG THE
 MONUMENT LINE OF MCDOWELL ROAD AS
 RECORDED IN DOCUMENT NO.
 2003-1614620 OF THE RECORDS OF
 MARICOPA COUNTY, ARIZONA.

LANDSCAPE ARCHITECT

SITE DESIGN, LLC
 7151 EAST SIXTH AVENUE
 SCOTTSDALE, ARIZONA 85251
 PH: 480-219-4559
 FX: 480-718-9073
 CONTACT: MR. DREW AQUILINA

LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

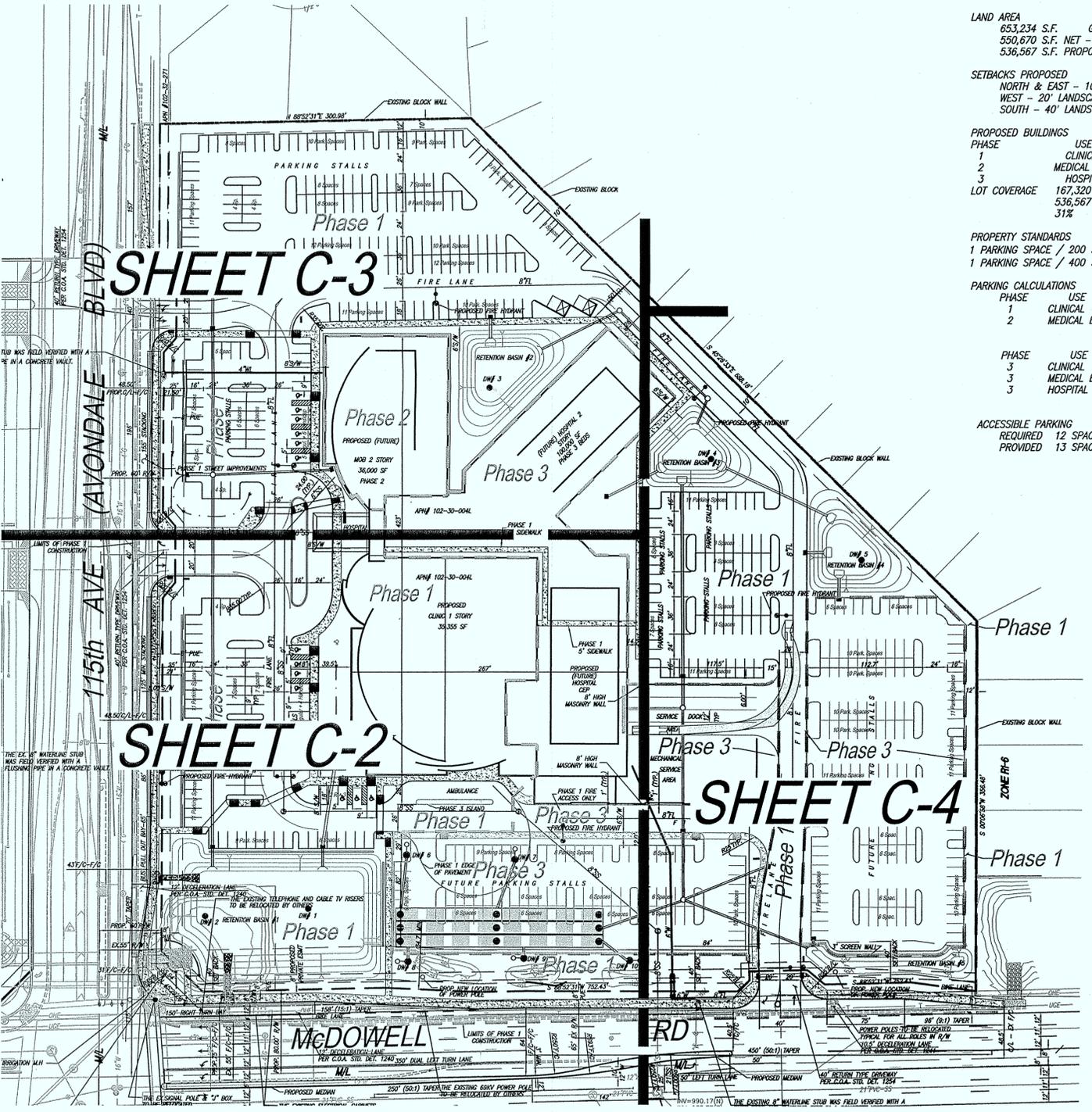
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31;
 THENCE NORTH 00 DEGREES 06 MINUTES 58 SECONDS EAST, 914.00 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31;
 THENCE DEPARTING SAID WEST LINE, NORTH 88 DEGREES 52 MINUTES 31 SECONDS EAST, 356.00 FEET;
 THENCE SOUTH 45 DEGREES 28 MINUTES 33 SECONDS EAST, 688.18 FEET;
 THENCE SOUTH 00 DEGREES 06 MINUTES 58 SECONDS WEST, 421.51 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31;
 THENCE SOUTH 88 DEGREES 52 MINUTES 31 SECONDS WEST, 847.45 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO THE CITY OF AVONDALE IN INSTRUMENT RECORDED AS DOCUMENT NO. 2006-0053055 OF OFFICIAL RECORDS OF SAID COUNTY DESCRIBED AS FOLLOWS:
 THAT PORTION OF A PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 2003-1614620, RECORDS OF MARICOPA COUNTY, ARIZONA. SAID PARCEL BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 31 BEARS NORTH 00 DEGREES 06 MINUTES 52 SECONDS EAST, 2632.01 FEET, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SAID PARCEL DESCRIBED IN DOCUMENT NO. 2003-1614620;
 THENCE NORTH 00 DEGREES 06 MINUTES 52 SECONDS EAST, 914.00 FEET ALONG THE WEST LINE OF SAID SECTION 31 AND THE WEST LINE OF SAID PARCEL TO THE NORTHWEST CORNER OF SAID PARCEL;
 THENCE DEPARTING SAID WEST LINE OF SECTION 31, NORTH 88 DEGREES 52 MINUTES 25 SECONDS EAST, 55.01 FEET ALONG THE NORTH LINE OF SAID PARCEL TO THE EAST LINE OF SAID SECTION 31;
 THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 06 MINUTES 52 SECONDS WEST, 808.97 FEET ALONG SAID EAST LINE OF THE WEST 55.00 FEET;
 THENCE DEPARTING SAID EAST LINE OF THE WEST 55.00 FEET SOUTH 45 DEGREES 30 MINUTES 23 SECONDS EAST 55.97 FEET TO THE NORTH LINE OF THE SOUTH 65.00 FEET OF SAID SECTION 31;
 THENCE NORTH 88 DEGREES 52 MINUTES 22 SECONDS EAST, 752.43 FEET ALONG SAID NORTH LINE OF THE SOUTH 65.00 FEET TO THE EAST LINE OF SAID PARCEL;
 THENCE DEPARTING SAID NORTH LINE OF THE SOUTH 65.00 FEET, SOUTH 00 DEGREES 06 MINUTES 52 SECONDS WEST, 65.02 FEET ALONG SAID EAST PARCEL LINE TO THE SOUTH LINE OF SAID SECTION 31 AND SOUTHWEST CORNER OF SAID PARCEL;
 THENCE SOUTH 88 DEGREES 52 MINUTES 22 SECONDS WEST 847.45 FEET ALONG THE SOUTH LINE OF SAID SECTION 31 AND SAID SOUTH PARCEL LINE TO THE POINT OF BEGINNING.

ACCESSOR'S PARCEL NO.

102-30-004H



KEY MAP
 N.T.S.

REVISIONS

NO.	DESCRIPTION

DRAWING STATUS:
PRELIMINARY



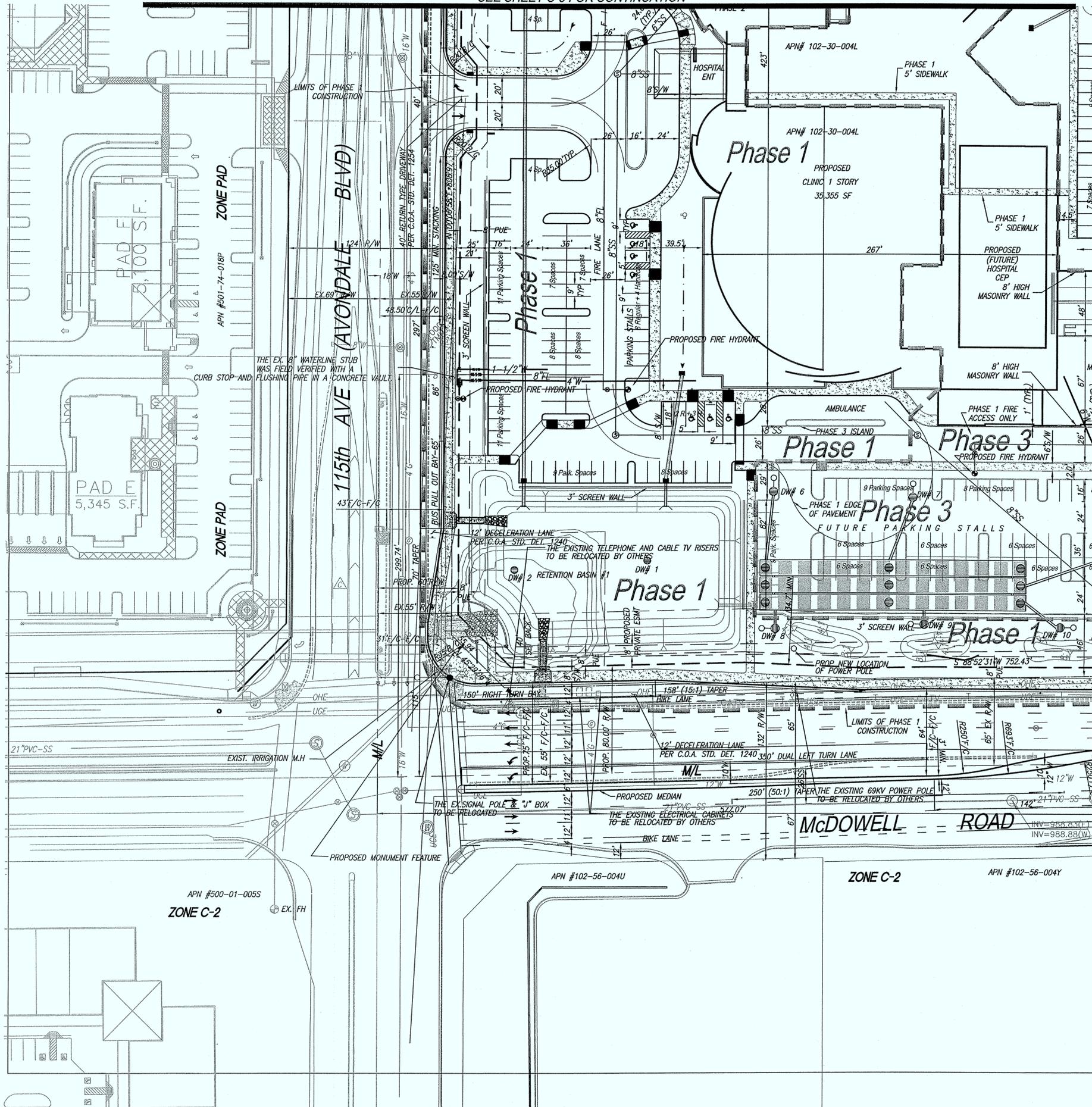
DATE ISSUED: 09/03/08
 DESIGNED BY: A.K.M.
 DRAWN BY: G.C.N.
 CHECKED BY: J.D.K.
 PROJECT NO.: 5696
 DRAWING NO.:



CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
 INSIDE MARICOPA COUNTY

C-1
 COVER SHEET
 SHEET 1 OF 4
 SCALE 1" = 40'

SEE SHEET C-3 FOR CONTINUATION



LEGEND

EXISTING

- MONUMENT IN HANDHOLE AS NOTED
- BRASS CAP FLUSH AS NOTED
- MONUMENT FOUND AS NOTED
- MONUMENT SET AS NOTED
- ⊕ FIRE HYDRANT
- ⊙ GAS VALVE
- ⊙ WATER VALVE
- ⊙ CATV MANHOLE
- ⊙ SANITARY SEWER MANHOLE
- ⊙ WATER METER
- ⊙ CATCH BASIN
- ⊙ GAS METER
- MONUMENT SIGN
- SANITARY SEWER CLEANOUT
- ⊙ STORM SEWER MANHOLE
- R/W RIGHT-OF-WAY
- ⊙ TRAFFIC SIGNAL
- ⊙ POWER POLE
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- SS SANITARY SEWER LINE
- BSW BLUESTAKE WATER
- LOT LINE
- EASEMENT LINE
- CURB & GUTTER

PROPOSED

- PHASE BOUNDARY
- STORM DRAIN PIPE
- SS SANITARY SEWER LINE
- W DOMESTIC WATER LINE
- FL FIRE LINE
- ⊙ FIRE HYDRANT
- ⊙ WATER METER ASSEMBLY
- ⊙ DOMESTIC WATER LINE
- ⊙ WATER VALVE
- SS SANITARY SEWER
- ⊙ SANITARY SEWER MANHOLE
- ⊙ STORM DRAIN MANHOLE
- ⊙ CATCH BASIN
- ⊙ DRYWELL MAXWELL PLUS
- ⊙ TRASH ENCLOSURE
- ⊙ RETENTION BASIN PHASE 1
- MONUMENT SIGN 5'-4"W x 6'H
- PEDESTRIAN PATHS

SEE SHEET C-4 FOR CONTINUATION

EKA
 Evans, Kuhn
 & Associates, Inc.
 7227 N. 16th St. Suite 104
 Phoenix, Az 85020
 602.241.0782 phone

SITE PLAN
 FOR
PHOENIX CHILDREN'S HOSPITAL AVONDALE CAMPUS
 McDowell Rd. and 115th Ave (AVONDALE BLVD.)
 AVONDALE, ARIZONA

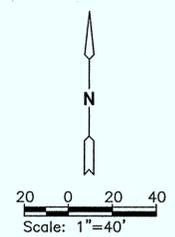
REVISIONS

NO.	DESCRIPTION

DRAWING STATUS:
PRELIMINARY



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CALL TWO WORKING DAYS
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602-263-1100
 INSIDE MARICOPA COUNTY

C-2
SITE PLAN
 SCALE 1" = 40'



Evans, Kuhn
& Associates, Inc.
7227 N. 16th St. Suite 140
Phoenix, Az 85020
602.241.0782 phone

SITE PLAN
FOR
PHOENIX CHILDREN'S HOSPITAL AVONDALE CAMPUS
McDOWELL RD. and 115th AVE (AVONDALE BLVD.)
AVONDALE, ARIZONA

REVISIONS

DRAWING STATUS:

PRELIMINARY



DATE ISSUED: 09/03/08

DESIGNED BY: A.K.M.

DRAWN BY: G.C.N.

CHECKED BY: J.D.K.

PROJECT NO.: 5696

DRAWING NO.:

C-3
SITE PLAN

SCALE: 1" = 40'

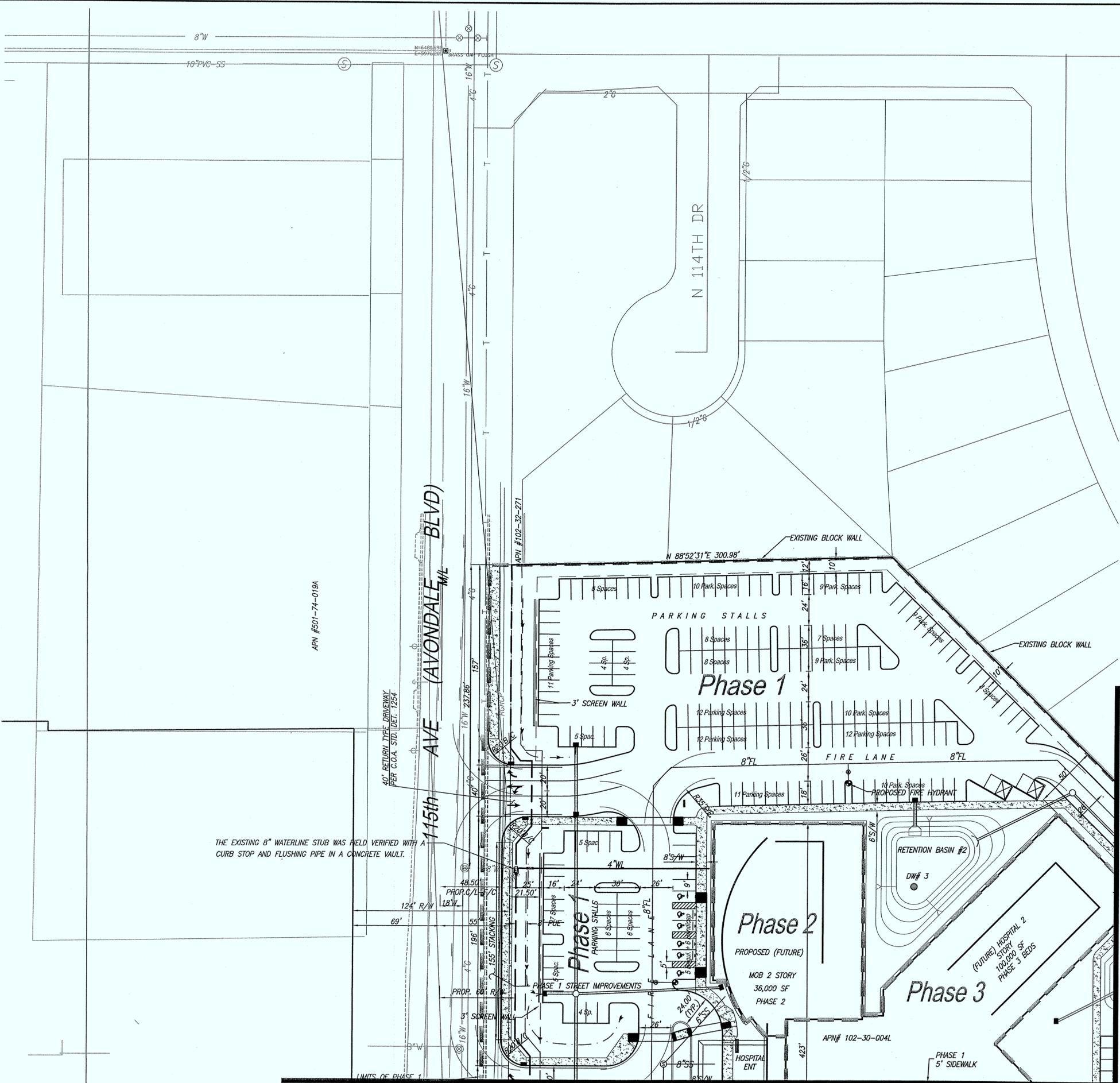
LEGEND

EXISTING

- MONUMENT IN HANDHOLE AS NOTED
- BRASS CAP FLUSH AS NOTED
- MONUMENT FOUND AS NOTED
- MONUMENT SET AS NOTED
- FIRE HYDRANT
- GAS VALVE
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PROPOSED

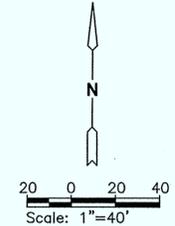
- PHASE BOUNDARY
- STORM DRAIN PIPE
- SANITARY SEWER LINE
- DOMESTIC WATER LINE
- FIRE LINE
- FIRE HYDRANT
- WATER METER ASSEMBLY
- DOMESTIC WATER LINE
- WATER VALVE
- SANITARY SEWER
- SANITARY SEWER MANHOLE
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- CATCH BASIN
- DRYWELL MAXWELL PLUS
- TRASH ENCLOSURE
- RETENTION BASIN PHASE 1
- MONUMENT SIGN 5'-4"W x 6'H
- PEDESTRIAN PATHS



THE EXISTING 8" WATERLINE STUB WAS FIELD VERIFIED WITH A CURB STOP AND FLUSHING PIPE IN A CONCRETE VAULT.

SEE SHEET C-4 FOR CONTINUATION

SEE SHEET C-2 FOR CONTINUATION



CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
INSIDE MARICOPA COUNTY



Evans, Kuhn
& Associates, Inc.
7227 N. 16th St. Suite 140
Phoenix, Az 85020
602.241.0782 phone

SITE PLAN
FOR
PHOENIX CHILDREN'S HOSPITALS AVONDALE CAMPUS
McDOWELL RD. and 115th AVENUE (AVONDALE BLVD.)
AVONDALE, ARIZONA

REVISIONS

DRAWING STATUS:

PRELIMINARY



DATE ISSUED: 09/03/08

DESIGNED BY: A.K.M.

DRAWN BY: G.C.N.

CHECKED BY: J.D.K.

PROJECT NO.: 5696

DRAWING NO.:

C-4
SITE PLAN

SCALE 1" = 40'

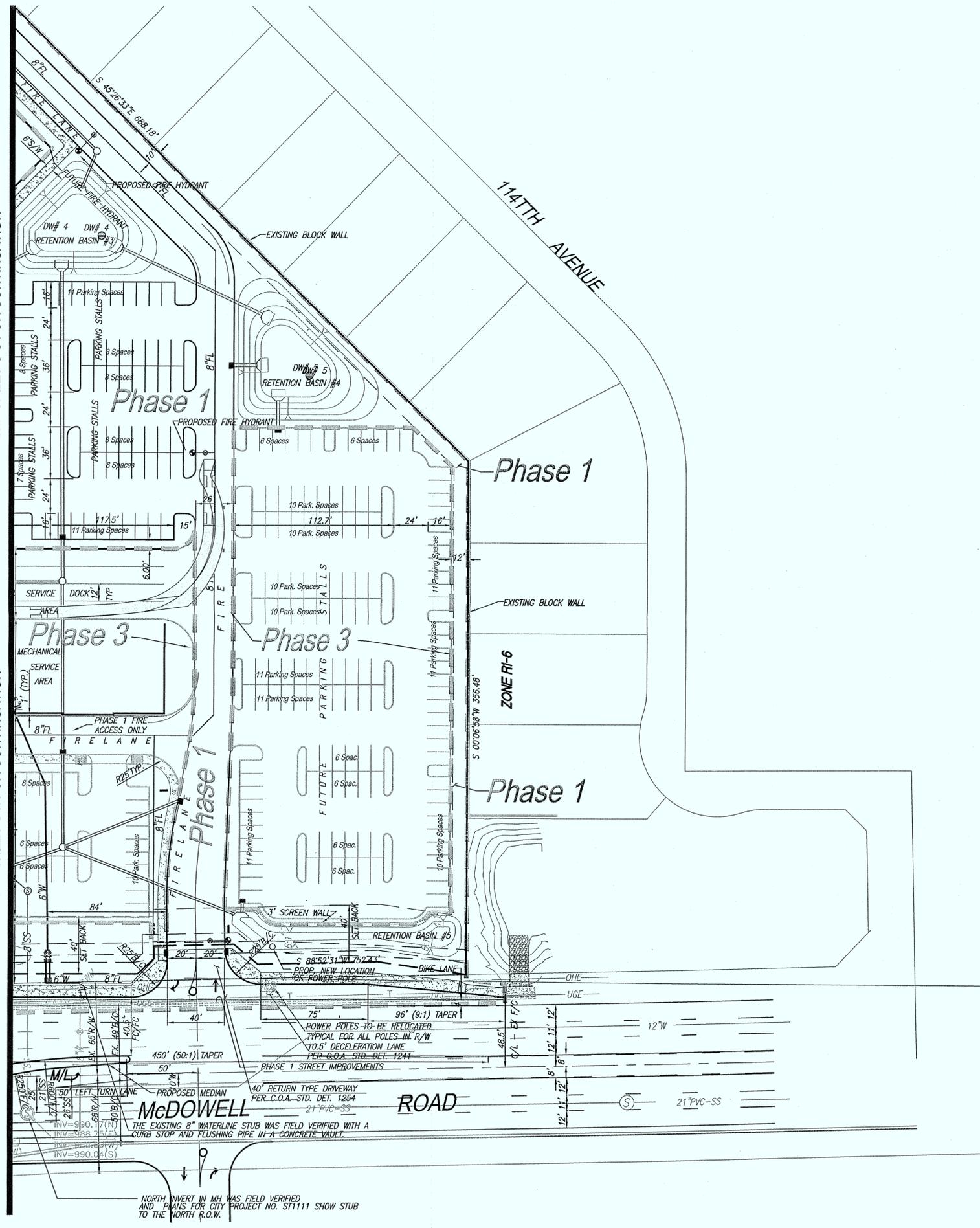
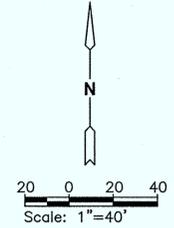
LEGEND

EXISTING

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- ⊙ BRASS CAP FLUSH AS NOTED
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- MONUMENT SET AS NOTED
- ⊕ FIRE HYDRANT
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- ⊗ CATCH BASIN
- ⊗ DW# DRYWELL MAXWELL PLUS
- ⊕ TRASH ENCLOSURE
- ⊕ RETENTION BASIN PHASE 1
- MONUMENT SIGN 5'-4"W x 6'H
- PEDESTRIAN PATHS

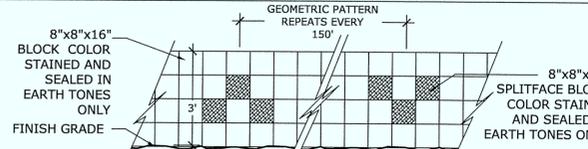


SEE SHEET C-3 FOR CONTINUATION

SEE SHEET C-2 FOR CONTINUATION



Exhibit E



3' SCREEN WALL ELEVATION

LANDSCAPE AREAS COMMERCIAL ONLY

- A. ON-SITE LANDSCAPE AREA COMMERCIAL: 10% OF NET SITE AREA INDUSTRIAL: 5% OF NET SITE AREA
- B. RESIDENTIAL BUFFER LANDSCAPE AREA 10 FT. FROM ALL RESIDENTIAL BOUNDARIES
- C. PARKING LANDSCAPE AREA MINIMUM 5% OF PARKING LOT AREA
- D. PARKING ISLANDS 1 PER 12 CONSECUTIVE PARKING SPACES MINIMUM 5 FT. WIDE MINIMUM 50 SQ. FT.
- E. FOUNDATION PLANTING 33% OF BUILDING FRONTAGE FOR ANY ELEVATION ADJACENT TO A PUBLIC STREET OR DRIVE AISLE

REQUIRED	PROVIDED
55,066 SQ. FT.	153,811 SQ. FT.
13,372 SQ. FT.	19,389 SQ. FT.
5%	8.4%
2,641 SQ. FT.	16,950 SQ. FT.
33%	33%

LANDSCAPE PLANTINGS

- RIGHT OF WAY LANDSCAPE PLANTING
- F. TREES: 1 PER 20 FT. OF STREET FRONTAGE
- G. SHRUBS: 2 PER 20 FT. OF STREET FRONTAGE
- H. SHRUB AND GROUND COVER AREA 25% PARKING SPACE PLANTINGS
- I. TREES: 1 PER 8 PARKING SPACES
- RESIDENTIAL BUFFER PLANTINGS
- J. TREES: 1 PER 20 FEET OF RESIDENTIAL BOUNDARIES
- SPECIAL PLANTING REQUIREMENTS (PAD, ZONING, ETC.)

REQUIRED	PROVIDED
81 TREES	81 TREES
162 SHRUBS	162 SHRUBS
4,237 SQ. FT.	4,237 SQ. FT.
79 TREES	97 TREES
68 TREES	68 TREES

TOTALS

REQUIRED	PROVIDED
55,066 SQ. FT.	153,811 SQ. FT.
10,966 SQ. FT.	10,966 SQ. FT.
10%	10%
228 TREES	349 TREES
57 TREES	83 TREES
684 SHRUBS	1005 SHRUBS
570 SQ. FT.	837 SQ. FT.

GENERAL NOTES

- TWENTY-FOUR INCH BOX TREES SHALL HAVE A MINIMUM TRUNK HEIGHT OF EIGHT FEET WITH A MINIMUM 2-INCH CALIPER MEASURED 4 FEET ABOVE THE GROUND. FIFTEEN GALLON TREES SHALL HAVE A MINIMUM TRUNK HEIGHT OF 6 FEET WITH A MINIMUM 1 1/2" CALIPER MEASURED 4 FEET ABOVE THE GROUND.
- THE PROPERTY OWNER AND/OR LESSEE SHALL BE RESPONSIBLE TO INSTALL/MAINTAIN ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY.
- A 3-FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE SUPPRESSION EQUIPMENT. NO PLANTS MAY BE INSTALLED THAT WILL ENCROACH WHEN MATURE.
- PLANTINGS WITHIN THE SIGHT VISIBILITY TRIANGLE LINE SHALL BE MAINTAINED SO THAT NO LIMBS HANG LOWER THAN SEVEN (7) FEET AND SHRUBS OR OTHER PLANTS PLANTED WITHIN THE SIGHT VISIBILITY TRIANGLE LINE SHALL BE NO TALLER THAN TWO (2) FEET AT FULL GROWTH.

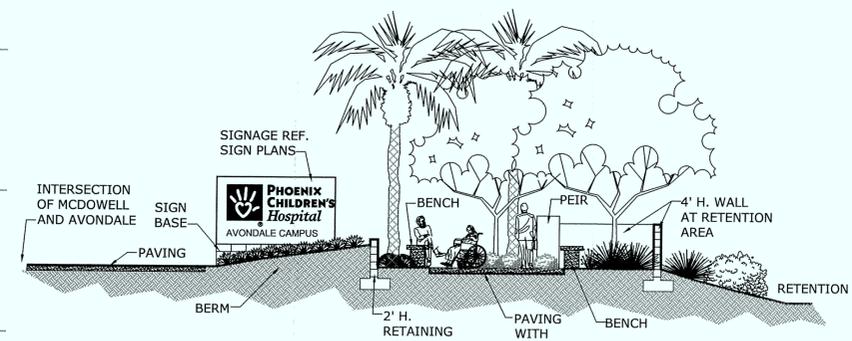
NOTE: ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF AVONDALE CONSTRUCTION SPECIFICATIONS CURRENTLY ON FILE AND AVAILABLE AT THE CITY OF AVONDALE ENGINEERING DEPARTMENT.

NOTE: ALL LANDSCAPE BACKFLOW PREVENTERS ARE TO BE SCREENED BY A METAL COVER

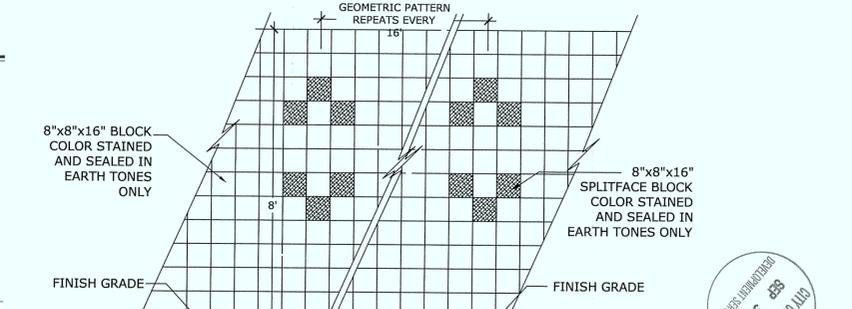
PLANT LEGEND

TREES	SPECIES	SIZE/QTY
24" BOX/79	ULMUS PARVIFOLIA	24" BOX/79
24" BOX/62	CHINESE EVERGREEN ELM	24" BOX/62
24" BOX/52	CERCIDIUM HYBRID 'AZT'	24" BOX/52
16'-18"H/17	THORNLESS PALO VERDE	16'-18"H/17
15 GAL./41	CHITALPA TASHKENTENSIS HYBRID	15 GAL./41
15 GAL./18	CHITALPA	15 GAL./18
24" BOX/46	PHOENIX DACTYLIFERA	24" BOX/46
15 GAL./55	DATE PALM	15 GAL./55
	PROSOPIS HYBRID 'AZT'	
	THORNLESS MESQUITE	
	CERCIS OCCIDENTALIS	
	WESTERN REDBUD	
	PRUNUS CERASIFERA 'ATROPURPUREA'	
	24" BOX/13	
	PURPLE LEAF PLUM	
	PINUS BRUTIA ELARICA	
	MONDEL PINE	
	EUCALYPTUS TORQUATA	
	CORAL GUM	
SHRUBS	SPECIES	SIZE/QTY
5 GAL/28	ALOE BARBADENSIS	5 GAL/28
5 GAL/168	ALOE VERA	5 GAL/168
5 GAL/45	CAESALPINIA PULCHERRIMA	5 GAL/45
5 GAL/108	MEXICAN BIRD OF PARADISE	5 GAL/108
5 GAL/31	CAESALPINIA GILLIESII	5 GAL/31
5 GAL/331	YELLOW BIRD OR PARADISE	5 GAL/331
5 GAL/21	CASSIA ARTEMISIOIDES	5 GAL/21
5 GAL/197	FEATHERY CASSIA	5 GAL/197
5 GAL/19	DIETES VEGETA	5 GAL/19
5 GAL/45	FORTNIGHT LILY	5 GAL/45
5 GAL/166	EMEROPHILA SPECIES	5 GAL/166
5 GAL/276	THE EMU BUSH	5 GAL/276
5 GAL/296	FEIJOA SELLOWIANA	5 GAL/296
5 GAL/41	PINEAPPLE GUAVA	5 GAL/41
5 GAL/12	HESPERALOE PARVIFLORA	5 GAL/12
5 GAL/28	RED YUCCA	5 GAL/28
5 GAL/131	LANTANA CAMARA	5 GAL/131
	BUSH LANTANA	
	LEUCOPHYLLUM CANDIDUM	
	SILVER LEAF	
	LEUCOPHYLLUM FRUTESCENS	
	'GREEN CLOUD' SAGE	
	LEUCOPHYLLUM LANGMANIAE	
	RIO BRAVO	
	MUHLENBERGIA RIGENS	
	DEER GRASS	
	NANDINA DOMESTICA 'MONUM'	
	PLUM PASSION HEAVENLY BAMBOO	
	PENNISETUM SETACEUM	
	FOUNTAIN GRASS	
	RHAPHIOLEPIS INDICA	
	INDIA HAWTHORN	
	RUPELLIA BRITTONIANA 'KATIE'	
	KATIE RUPELLIA	
GROUNDCOVERS	SPECIES	SIZE
1 GAL/90	LANTANA SP.	1 GAL/90
1 GAL/162	DALLAS RED	1 GAL/162
1 GAL/459	LANTANA SP.	1 GAL/459
5 GAL/116	PURPLE LANTANA	5 GAL/116
	LANTANA SP.	
	NEW GOLD LANTANA	
	CONVOLULOUS CNEORUM	
	BUSH MORNING GLORY	
SURFACE MATERIALS	SIZE/QTY	
3/4" MINUS	PROVIDE 100% COVERAGE TO ALL NON-PAVED AREAS WITHIN THE LIMITS OF CONSTRUCTION.	

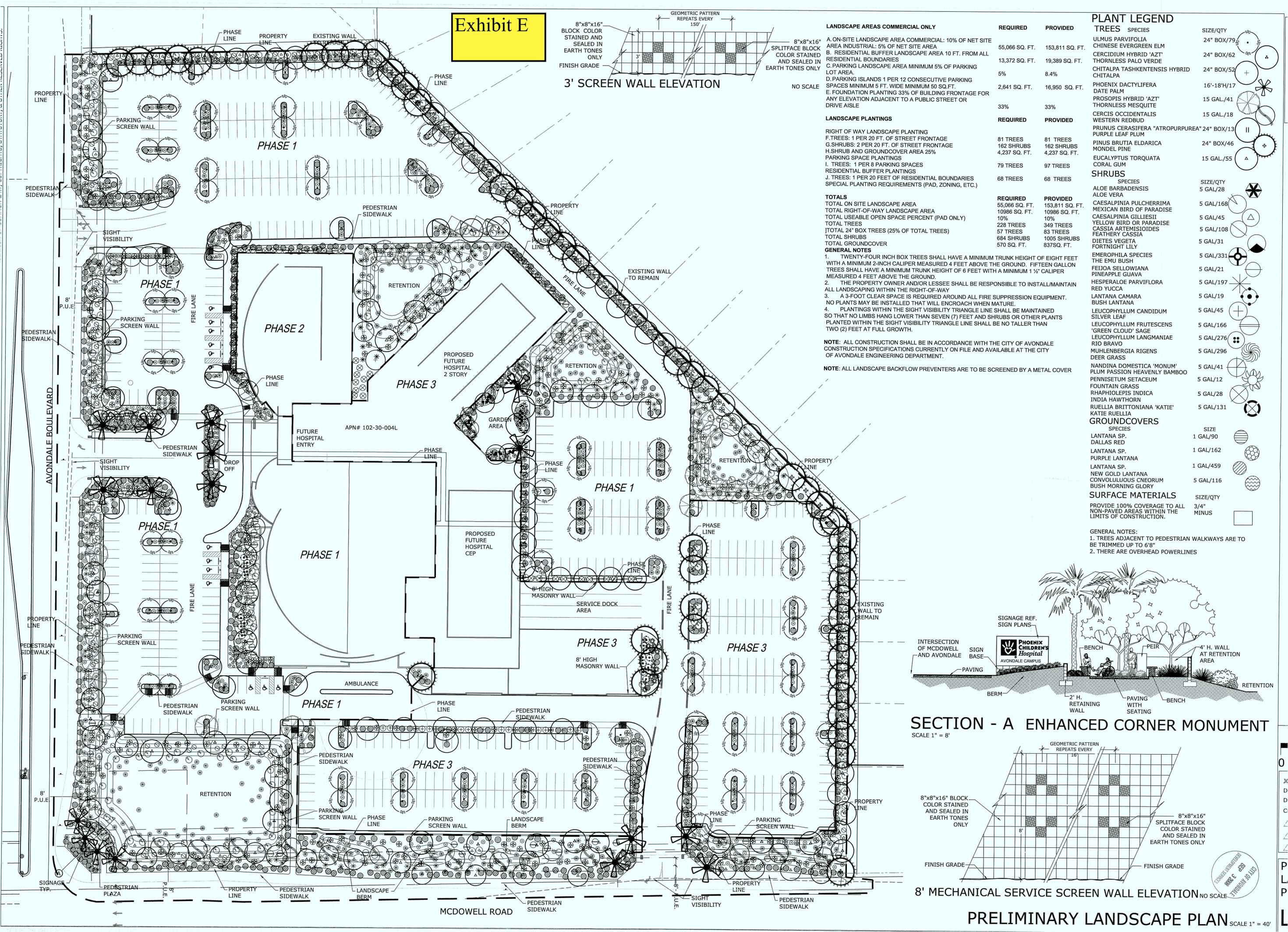
- GENERAL NOTES:**
- TREES ADJACENT TO PEDESTRIAN WALKWAYS ARE TO BE TRIMMED UP TO 6'8"
 - THERE ARE OVERHEAD POWERLINES

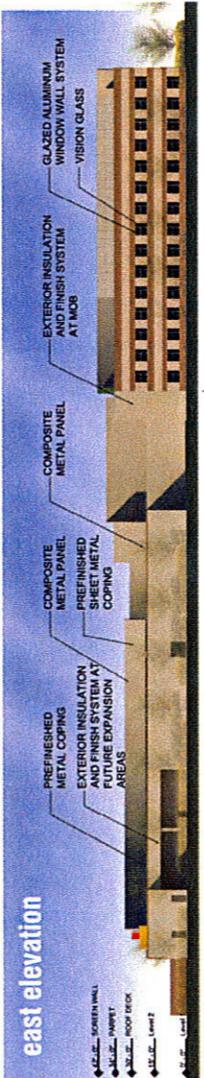
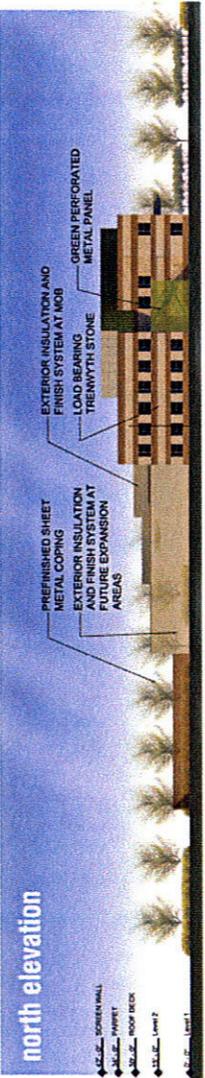
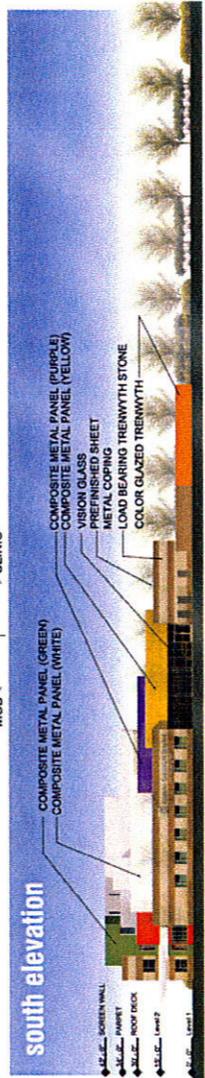
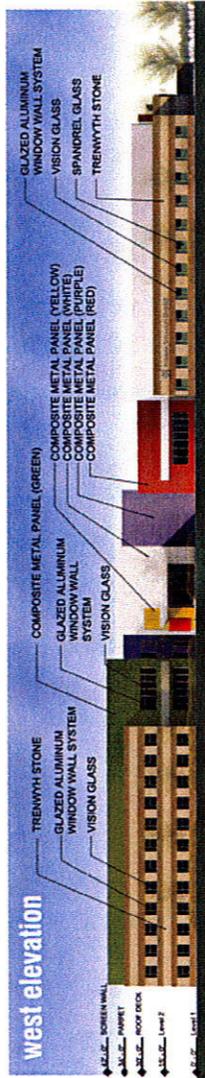


SECTION - A ENHANCED CORNER MONUMENT
SCALE 1" = 8'



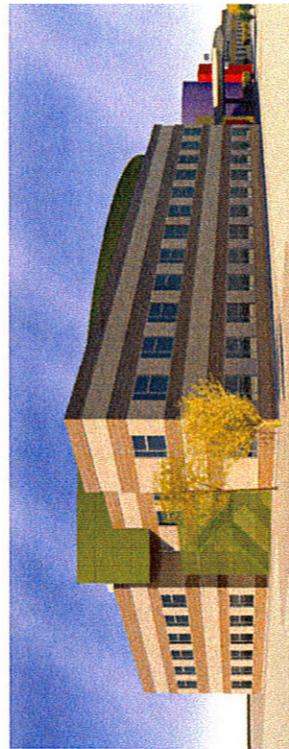
8' MECHANICAL SERVICE SCREEN WALL ELEVATION NO SCALE

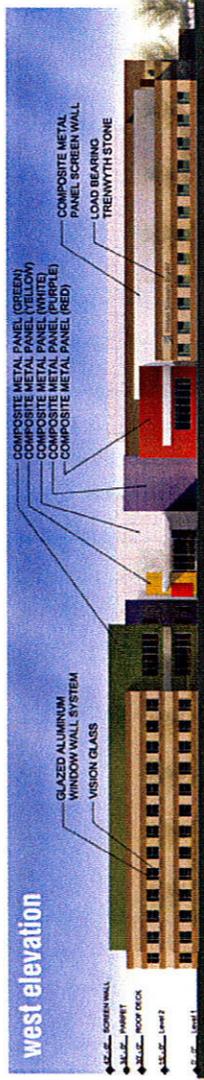




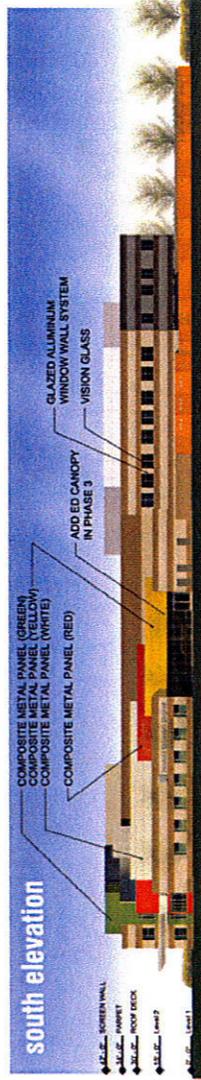
phase 1 & 2

CLINIC ← → MOB 0' 10' 20' 40' 60'

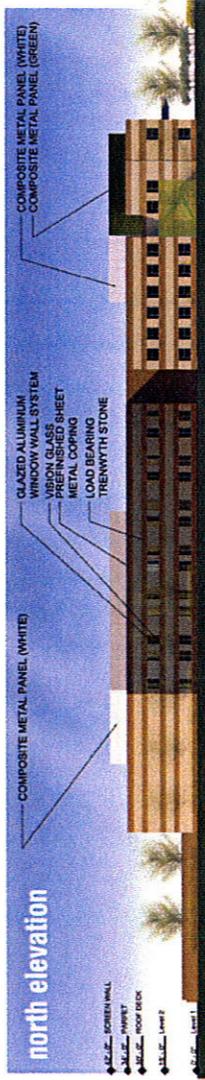




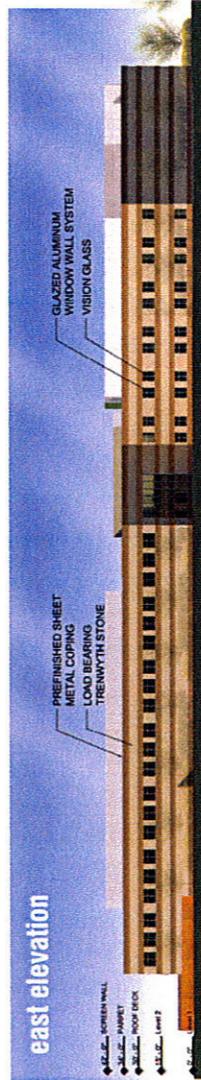
west elevation



south elevation



north elevation



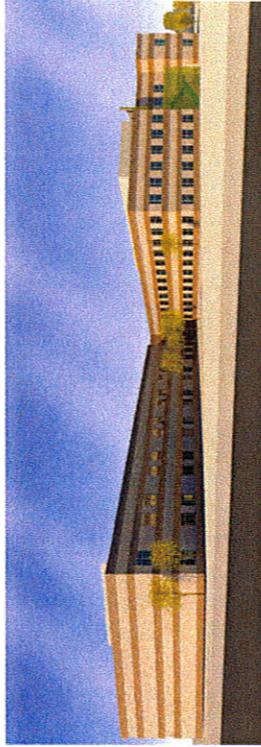
east elevation

phase 3

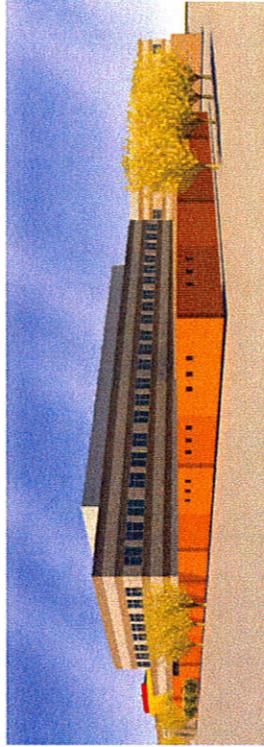


Phoenix Children's Hospital

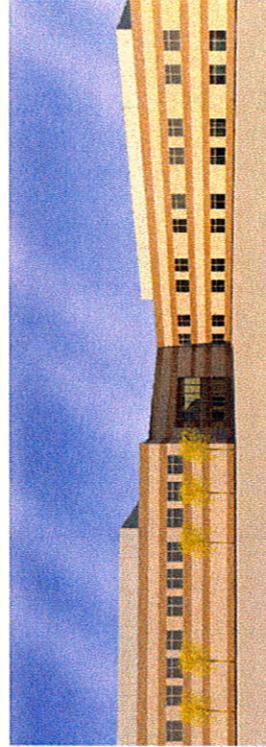
Avondale, Arizona



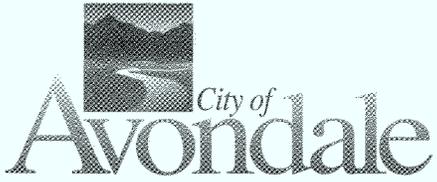
north courtyard



service entry



east perspective



October 22, 2008

Mr. Stephen Earl
Earl, Curley, and LaGarde, P.C.
3101 N. Central Avenue, Suite 1000
Phoenix, AZ 85012

**RE: Phoenix Children's Hospital Master Site Plan
Application DR-08-5
NEC Avondale Boulevard and McDowell Road**

Dear Mr. Earl:

On October 20, 2008, the City Council approved Application DR-08-5, a request for master site plan approval for the approximately 12.6 acre property located at the northeast corner of McDowell Road and Avondale Boulevard. The approval is subject to the following conditions:

1. Development shall be in conformance with the Site Plan, Landscape Plan, Building Elevations, Project Narrative, and Supplemental Color Palette, and Sign Program date stamped September 3, 2008 and Materials Boards dates stamped April 10, 2008, except as modified by these stipulations.
2. The plan approval expires in one year from date of approval unless a building permit has been issued.
3. All off-site improvements including landscaping within the right-of-way shall occur as part of the first phase.
4. A pavement change (pavers, colored concrete, etc.) shall be used in all instances where public or private sidewalks cross driveways or aisles on the site. The design and color of this design element shall be shown on final plans and approved by staff prior to issuance of an engineering permit.
5. All required trees shall have a minimum caliper of 2 inches. Multi-trunked trees may have smaller calipers but must meet industry standard for 24 inch box trees. Final plans must be updated to reflect this stipulation, including but not limited to the upsizing of trees in landscape buffers adjacent to residentially zoned parcels

Development Services

11465 W. Civic Center Drive, #110 • Avondale, AZ 85323
Phone: (623) 333-4000 • Fax: (623) 333-0400 • TDD: (623) 333-0010
www.avondale.org

6. At a minimum, the areas denoted as "Pedestrian Plaza" and "Garden Area" must contain the following items: pedestrian seating, trash receptacles, pedestrian lighting, and decorative paving. Final design of these pedestrian areas must be shown on final plans to be approved by staff prior to issuance of a building permit.
7. Turf shall be provided in the retention basin at the southwest corner of the site (Basin #1) and in the basin immediately southeast of the future hospital phase (Basin #3) to make these areas usable and enhance the aesthetic.
8. Trees must be planted in all parking lot landscape islands.
9. All freestanding parking lot lighting shall be located within landscape islands or planters.
10. Covered parking shall be provided on the site. The location and design of parking canopies will be approved by staff prior to issuance of a building permit.
11. Final construction plans shall use Avondale Datum for the bench mark.
12. Final Landscape plans shall show the proposed SRP easement along McDowell Road for the 69kv power poles and coordination with SRP for approved plants must be reflected.
13. Final Grading and Drainage and Civil Plans shall reflect the updated location of the McDowell driveway entrance shown on the approved site plan.
14. Since catch basins are sized for the 10 year flood, the following standards are to be met on the final construction documents:
 - a. Depth in parking lots shall not exceed six (6) inches, nor shall it exceed two (2) inches at the midpoint of any parking space for the 100 year 2 hour storm.
 - b. A continuous emergency vehicle access lane shall be provided throughout the development, and it shall be free of ponded water from the retention areas.
15. The storm drain pipe between Basin #2 and Basin #3 does not function as shown. A resolution shall be worked out with staff in the final construction plans.
16. Final Drainage Report that is submitted with final construction documents is to reflect a rainfall depth of 2.54 inches.

Development Services

17. The developer will be required to relocate the traffic signal on the northeast corner of Avondale Boulevard and McDowell Road will be required to be relocated prior to issuance of a Certificate of Occupancy.
18. A bus stop transit pad will be required for northbound traffic on Avondale Boulevard and shown on the final construction plans.
19. All turn lane storage lengths shall have minimum stacking as per the results and recommendations of the traffic study and per City standards. In addition, minimum taper length for a right turn deceleration lane is required to be 100-feet unless otherwise approved by the City Traffic Engineer. For the right turn deceleration lane on McDowell Road, length and taper may overlap into adjacent property and any necessary right-of-way should be coordinated with owner. Final plans shall provide accordingly.
20. Additional ROW dedication will be required, if needed, for any off-site improvements required to be provided with this development per City standards, such as for turn lanes, deceleration lanes, intersection improvements and transit stops.
21. A signing and pavement marking plan will be required at the time of Civil Improvement Plan review for both on-site and off-site. For on-site, it shall include but not be limited to additional pedestrian access paths, "Do Not Block Intersection" signs and striping at the intersection the ambulance will use, internal traffic control such as Stop signs, etc. For off-site items it shall include but not be limited to, restriping beyond the site property lines in order to accommodate striping and signage needed for turn lanes and tapers, No U-turn signs, installation and reconfiguration of the raised medians,. All applicable results and recommendations from the traffic study for signing and striping shall be incorporated into the plans.

The Building Services Division is currently working under the following codes: 2006 IBC, IRC, IPC, IFGC, IMC, IECC, 2005 NEC, 2003 ICC/ANSI, and the 1998 ADA Accessibility Guidelines with City of Avondale Amendments. Fire Operations is currently working under 2003 IFC.

Construction drawings for the first phase of the project have already been submitted to the Development Services Department for review. Please note that the submittal of construction drawings for future phases must be accompanied by a copy of this letter.

As a reminder, a building permit must be obtained by October 20, 2009 in accordance with Zoning Ordinance Section 106.C.4. It has been a pleasure working with you on this

Development Services

project. Please do not hesitate to contact me should you need any further assistance. I can be reached at (623) 333-4019.

Sincerely,



Ken Galica, Planner II
Planning Division
Development Services Department

Enclosures: Site Plan
Landscape Plan
Building Elevations
Project Narrative
Sign Program

CC: Development Review Team
Correspondence File

**City Council Regular Meeting – Excerpts of Meeting Minutes
October 20, 2008**

(Note: The following minutes include presentations and discussion on both the Rezoning and Site Plan applications for Phoenix Children’s Hospital. To reduce confusion the motion and vote for the rezoning has been deleted from this excerpt)

8) PUBLIC HEARING AND ORDINANCE 1333-1008 – PHOENIX CHILDREN’S HOSPITAL REZONING (Z-08-5)

A public hearing and consideration of a request from Mr. Stephen Earl of Earl, Curley and LaGarde on behalf of Phoenix Children’s Hospital for the rezoning of 12.6 acres located at the northeast corner of McDowell Road and Avondale Blvd. from C-1 (Neighborhood Commercial) to PAD (Planned Area Development).

9) PHOENIX CHILDREN’S HOSPITAL MASTER SITE PLAN (DR-08-5)

Consideration of a request from Mr. Ron Meyer of HKS, Inc. on behalf of Phoenix Children’s Hospital for master and final site plan approval for a medical campus on a 12.6 acre parcel located at the northeast corner of Avondale Blvd. and McDowell Road.

Charlie McClendon, City Manager, stated that Ken Galica would present items 8 and 9 together; although, they will require separate actions.

Ken Galica, Planner II, Development Services Department, stated that staff is recommending approval of two applications for Phoenix Children’s Hospital, Z-08-5, (rezoning), and DR-08-5, (Master Site Plan approval). A public hearing is required for the rezoning application. The property is roughly 12.5 acres, it’s zoned C-1 (Neighborhood Commercial) and is located at the northeast corner of Avondale Blvd. and McDowell Road. The General Plan designates the subject property as Commercial and is within the Freeway Corridor Specific Plan. The proposed PAD has a highly limited list of permitted uses that are primarily medically related, such as medical offices and laboratories, surgery centers, hospitals, etc., as well as traditional accessory uses such as gift shops. All the uses, except for hospital, are allowed within the C-2 (Community Commercial) district. Hospitals are allowed in the C-3 (Freeway Commercial) district. The Freeway Corridor Plan indicates that this location is suitable for regional development.

Mr. Galica stated that the development standards are based almost entirely on the C-1 (Neighborhood Commercial) zoning district with some help from the Freeway Corridor Plan. There are two deviations from these standards. The applicant is proposing a parking ratio for the hospital use at 1 space for each 400 square feet of floor area. The standard of 1 to 400 is comparable to the standards used by cities such as Goodyear and Mesa. Avondale’s current standard is 1 to

200. Staff researched the issue and decided they can support the 1 to 400 ratio. He added that Staff will probably look at revising Avondale's parking standards to fall in line with that of other cities. The second deviation is that the applicant is proposing landscape setbacks from McDowell Road which are less than the Freeway Corridor Plan requirement of 40 feet. Those areas are when the deceleration lane into the turn lane cuts into the site. 78% of the frontage exceeds the minimum setback requirement of 40 feet, and the average setback is approximately 65 feet. Staff feels these setbacks more than adequately make up for the limited instances where the setback is around 36-37 feet.

The PAD has design standards tied to the conceptual elevations included in the development plan narrative. The architecture on the site will use Phoenix Children's Hospital's trademark vibrant colors and geometric shapes. The building features changes in wall planes and use of textured material to create visual interest. Landscaping will be provided throughout the site in excess of the minimum requirements of the Zoning Ordinance.

Access to the site will be provided from a full access driveway at the northwest corner of the site from Avondale Blvd., and a full access driveway at the southeast corner of the site from McDowell Road. The Staff Reports indicates that the McDowell Road access will be a three-point access; however, the City's Engineer has determined that the intersection would be best serviced by a full access and one of the stipulations has thus been revised. An additional right-in/right-out driveway is located south of the primary entrance off of Avondale Blvd. Through a Development Agreement, the City will be handling the design and construction of McDowell Road and the City will be reimbursed the full cost of those improvements by the hospital when the hospital phase is constructed, which according to the applicant, is probably about five to six years off. The Development Agreement will be presented for Council approval within the next month or so.

Mr. Galica explained that the site plan includes three buildings totaling roughly 167,000 square feet in floor area. The first phase will include a 36,000 square foot clinic/urgent care facility and a 36,000 square foot medical office building. A 114,000 square foot hospital will be built at a later phase. When this occurs, the urgent care facility will be converted into an emergency room. The site also includes an outdoor service yard of approximately 11,000 square feet to house mechanical equipment required by the hospital, which will be screened by an 8 foot masonry wall with a combination of the natural color of masonry and orange glazing applied to the masonry. The proposed Master Site Plan provides a total of 603 parking spaces dispersed in a series of smaller lots. The proposal exceeds minimum requirements established by the PAD by 51 spaces and meets or exceeds all ADA requirements.

The site plan has taken numerous measures to ensure that potential impacts of the facility on surrounding residential uses are mitigated. The buildings are a

minimum of 50 square feet away from any residential property line. Windows overlooking residential yards are sparsely populated, and a 10 to 12 foot landscape buffer including 24 inch box trees is provided along property lines which abut residential lots.

Mr. Galica stated the landscape plan has a mix of Evergreen Elms, Palo Verde, Chitalpas, Thornless Mesquites, Western Redbuds, Purple Leaf Plums, Date Palm trees, 17 varieties of shrubs and be four types of accents and ground cover provided. The applicant has provided 349 trees on the site, 235 of which are the 2 inch caliper, 24 inch box size. Staff has included a stipulation to increase the size of 114 trees which are smaller than 2 inches in caliper. The site plan includes two outdoor areas designed for pedestrians including a plaza at the southwest corner of the site and a garden area to the east of the hospital building. Staff has recommended a stipulation stating that seating, trash receptacles, decorative paving, and pedestrian lighting be provided in these areas.

The proposed architecture is contemporary. The public-facing elevations will bring energy and variety to the area. The materiel includes six varieties of exposed block and aluminum paneling coated in vibrant shades of green, yellow, purple, red, silver, white, and orange. Use of color is primarily used at the major building entry points in order to establish these as focal points of the facility. Earth tone colors are emphasized on the east and north-facing elevations to ensure compatibility with the adjacent residences. All four sides of the building incorporate tremendous change in wall plane to create shadowing.

Staff finds that the rezoning request and site plan application meet all required findings for approval. On September 18, 2008, the Planning Commission recommended approval of the rezoning application subject to 10 stipulations, three of which were deleted after reviewing them with the applicant; staff is therefore recommending approval subject to seven stipulations. The Planning Commission also recommended approval of the Site Plan application subject to 25 stipulations; three of which have been deleted by staff. Mr. Galica reported that after the Staff Reports were distributed, the City Engineer determined that a full access driveway on McDowell Road will be the best option. Staff recommends approval of the Site Pan application subject to 21 stipulations.

Mayor Lopez Rogers invited questions and comments.

In response to a question from Vice Mayor Weise, Mr. Galica indicated that only one resident attended the neighborhood meeting and endorsed the project; he added another neighborhood called to ask when the ambulances would turn their sirens off on approach to the facility. The hospital indicated their policy is for ambulances to turn off sirens as soon as the ambulances pass the nearest public street intersection.

Vice Mayor Weise asked what would be done to mitigate the truck traffic generated by the facility. Mr. Galica replied that the site is designed for flow of service vehicles and to accommodate pedestrians and traditional automobile traffic.

Vice Mayor Weise asked if the applicant had any plans to have a NICU (Neonatal Intensive Care Unit) in Avondale.

Steven Earl, 3101 N. Central Avenue, Phoenix, AZ, stated his group represents the Phoenix Children's Hospital. A wonderful new NICU facility has been introduced at the main campus, the Avondale campus will be a full service hospital. They plan to open phases one and two at about this time next year, with the hospital planned for four or five years down the road. The main campus will be the finest children's hospital in the United States. He added that the Avondale campus, which will be called the Avondale Hospital.

Council Member Karlin asked if there would be a bus bay. Mr. Galica replied that one of the stipulations for site plan approval is to show a bus bay on the final construction plans. There will be one on Avondale Blvd.

Mayor Lopez Rogers opened item 8 for public hearing.

Mayor Lopez Rogers stated this is a great opportunity and the City is very excited about the project. She closed the public hearing and asked to have the ordinance read.

Mayor Lopez Rogers called for a motion on item 9, Master Site Plan. Andrew McGuire, City Attorney, stated that language regarding dropped Stipulation No. 20 should be included in the motion.

Vice Mayor Weise moved to approve the site plan subject to 21 Staff-recommended stipulations, excluding stipulation #20. Council Member Karlin seconded the motion.

1. Development shall be in conformance with the Site Plan, Landscape Plan, Building Elevations, Project Narrative, and Supplemental Color Palette date stamped September 3, 2008 and Materials Boards and Sign Program date stamped April 10, 2008, except as modified by these stipulations.
2. The plan approval expires in one year from date of approval unless a building permit has been issued.
3. All off-site improvements including landscaping within the right-of-way shall occur as part of the first phase.

4. A pavement change (pavers, colored concrete, etc.) shall be used in all instances where public or private sidewalks cross driveways or aisles on the site. The design and color of this design element shall be shown on final plans and approved by Staff prior to issuance of a civil permit.
5. All trees utilized on the site are required to have minimum calipers of 2 inches. Multi-trunked trees may have smaller caliper measurements but must meet industry standards for 24" box trees. Final plans must be updated to reflect this stipulation, including, but not limited to, the upsizing of trees in landscape buffers adjacent to residentially zoned parcels.
6. At a minimum, the areas denoted as "Pedestrian Plaza" and "Garden Area" must contain the following items: pedestrian seating, trash receptacles, pedestrian lighting, and decorative paving. Final design of these pedestrian areas must be shown on final plans to be approved by Staff prior to issuance of a building permit.
7. Turf shall be provided in the retention basin at the southwest corner of the site (Basin #1) and in the basin immediately southeast of the future hospital phase (Basin #3) to make these areas usable and enhance the aesthetic.
8. Trees must be planted in all parking lot landscape islands.
9. All freestanding parking lot lighting shall be located within landscape islands or planters.
10. Covered parking shall be provided on the site. The location and design of parking canopies will be approved by Staff prior to issuance of a building permit.
11. Final construction plans shall use Avondale Datum for the benchmark.
12. Final Landscape plans shall show the existing SRP easement along McDowell Road for the 69kv power poles and coordination with SRP for approved plants must be reflected.
13. Final Grading and Drainage and Civil Plans shall reflect the updated reflection of the McDowell driveway entrance shown on the approved site plan.
14. Since catch basins are sized for the 10 year flood, the following standards are to be met on the final construction documents:

- a. Depth in parking lots shall not exceed six (6) inches, nor shall it exceed two (2) inches at the midpoint of any parking space for the 100 year 2 hour storm.
 - b. A continuous emergency vehicle access lane shall be provided throughout the development, and it shall be free of ponded water from the retention areas.
15. The storm drain pipe between Basin 2 and Basin 3 does not function as shown. A resolution shall be worked out with Staff in the final construction plans.
16. Final Drainage Report that is submitted with final construction documents is to reflect a rainfall depth of 2.7 inches.
17. The developer will be required to relocate the traffic signal on the northeast corner of Avondale Blvd., and McDowell Road will be required to be relocated prior to issuance of a Certificate of Occupancy.
18. A bus stop transit pad will be required for northbound traffic on Avondale Blvd. and shown on the final construction plans.
19. All turn lane storage lengths shall have a minimum stacking as per the results and recommendations of the traffic study and per City standards. In addition, minimum taper lengths for right turn deceleration lane are required to be 100 feet unless otherwise approved by the City Traffic Engineer. For the right turn deceleration lane on McDowell Road, length and taper may overlap into adjacent property and any necessary right-of-way should be coordinated with owner. Final plans shall provide accordingly.
- ~~20. A porkchop design per City approval will be required for the partial access opening at the driveway connection to McDowell Road (a partial opening $\frac{3}{4}$ access) to restrict left turning moments out of the site.~~
21. Additional ROW dedication will be required if needed for any off-site improvements required to be provided with this development per City standards, such as for turn lanes, deceleration lanes, intersection improvements and transit stops.
22. A signing and pavement marking plan will be required at the time of Civil Improvement Plan review for both on-site and off-site. For on-site, it shall include but not be limited to additional pedestrian access paths, "Do Not Block Intersection" signs and striping at the intersection the ambulance will use, internal traffic control such as stop signs, etc. For off-site items it shall include, but not be limited to, restriping beyond the site property

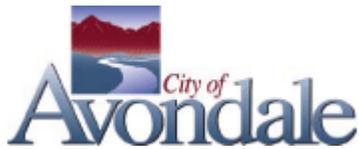
lines in order to accommodate striping and signage needed for turn lanes and tapers, “No U-Turn” signs, installation and reconfiguration of the raised medians. All applicable results and recommendations from the traffic study for signing and striping shall be incorporated into the plans.

Mayor Lopez Rogers invited further discussion, and seeing none, called for a vote.

ROLL CALL VOTE AS FOLLOWS:

Council Member Scott	Aye
Council Member Buster	Aye
Mayor Lopez-Rogers	Aye
Vice Mayor Weise	Aye
Council Member Wolf	Excused
Council Member Karlin	Aye
Council Member McDonald	Aye

The motion passed unanimously.



DEVELOPMENT SERVICES

SUBJECT:
Public Hearing - Time Extension for Papago
Commerce Center PAD zoning

MEETING DATE:
December 6, 2010

TO: Mayor and Council
FROM: Sue McDermott, Director of Development Services and Engineering (623) 333-4211
THROUGH: Charlie McClendon, City Manager (623) 333-1015

REQUEST: Hold a public hearing and extend the period allowed for commencement of development within the Papago Commerce Center PAD for one year from the date of expiration, until October 15, 2011

PARCEL SIZE: Approximately 11.1 Gross Acres

LOCATION: Southeast Corner of El Mirage Road and Interstate 10 (Exhibits A and B)

APPLICANT: Mr. Erich Stiger, iStar Financial Inc. (415) 391-4300

OWNER: iStar Financial, Inc.

BACKGROUND:

The property was annexed into the City of Avondale on July 2, 1984 and was subsequently rezoned from AG (Agricultural) to Planned Area Development (PAD) on October 15, 2007. The approved Papago Commerce Center PAD requires development of the site in accordance with the uses and requirements of the Commerce Park (CP) Zoning District. The development plan proposes a mix of uses including office and fully enclosed light industrial, as well as a few limited retail/commercial uses. The original applicant for this site, RDB Construction and Management, envisioned this property as a future phase of the Avondale Commerce Center development that has been built to the west of this site. RDB no longer owns either site.

Primary access to the site is to be provided from El Mirage Road along the western property boundary. Secondary access will be provided through the property to the south, property to the east, or both. To comply with fire code requirements, a stipulation of the 2007 rezoning approval states that development of the eastern half of the subject property cannot commence until at least one of these access points can be installed.

A site plan for the subject property was never submitted following approval of the PAD in 2007.

The property is designated by the General Plan Land Use Map as Employment. The Employment designation encourages facilities that provide employment opportunities by allowing uses that include general office, enclosed industrial uses and retail and limited commercial uses that support office and industrial. Additionally, the property is located within the Freeway Corridor Specific Plan area with a land use designation of Employment. The approved PAD remains consistent with these General Plan and Freeway Corridor Specific Plan designations.

The Zoning Ordinance allows up to three years from the date of the original zoning approval to commence development within a PAD in order to prevent its expiration. The Zoning Ordinance

specifies that prior to expiration, the property owner or an authorized representative may submit an application for extension to the City; the City Council may grant up to four (4) one-year extensions of the time condition.

Approval of this request for a one-year extension will extend the deadline for development to occur within the Papago Commerce Center PAD through October 15, 2011. Should no development occur prior to that date, the property owners or authorized representatives will be able to request up to three additional one-year extensions under the terms of the PAD Ordinance.

SUMMARY OF REQUEST:

The applicant is requesting that the City Council grant a one-year extension for the Papago Commerce Center PAD approval. This request represents the first extension for this particular PAD. The Zoning Ordinance allows for no more than four one year extensions to be granted.

The primary reasons stated by the applicant (Exhibit C) as justification for the extension request include:

- Despite the current minimal tenant demand, significant funds are being invested in the adjacent Avondale Commerce Center development in an effort to fill empty tenant spaces. The property owner of both the Avondale Commerce Center and Papago Commerce Center sites wishes to extend this approval to allow for immediate development when the opportunity presents itself.
- It would be detrimental to both the City and property owner to start a rezoning process from the beginning in the future. The applicant states that the City and property owner need to be positioned to accommodate a potential employer when the opportunity arises rather than potentially lose business to other municipalities.

PARTICIPATION:

Public notifications are not required for PAD Extensions.

PLANNING COMMISSION ACTION:

The Planning Commission does not review PAD Extensions.

ANALYSIS:

Conformance with General Plan and Freeway Corridor Specific Plan

The property is designated as Employment by the General Plan and falls within the boundaries of the of the Freeway Corridor Specific Plan (FCSP). All permitted and conditional uses listed in the PAD are still considered appropriate for a property designated as Employment by the General Plan. The PAD also remains in conformance with the enhanced design requirements for properties within the "freeway frontage" sub-area of the FCSP. In summary, the PAD remains in total conformance with both the General Plan and Freeway Corridor Specific Plan.

Conformance with the Zoning Ordinance and Design Manual

In the three years since the PAD was approved in October 2007, the City has updated and amended several Zoning Ordinance sections and also has adopted the Design Manual for Commercial, Industrial, and Multi-Family Residential Development. However, because the majority of development and design standards contained within the Papago Commerce Center PAD refer back to relevant Zoning Ordinance sections, the PAD remains in conformance with the Zoning Ordinance except in a few instances specified in the bulleted list, below. For instance, rather than prescribing customized landscaping standards in the PAD Development Plan, the text simply states that, "landscaping shall comply with City of Avondale landscaping requirements." Because the PAD was

written in that general fashion, future development on the site will be required to adhere to the City's most current version of Zoning Ordinance Section 12, Landscaping, Walls, and Fences.

The PAD is not in conformance with City requirements in the following areas:

- The PAD contains its own specific set of building and site design standards which are not as strong as the design standards listed in the Design Manual. A stipulation is recommended that future development of the site be required to adhere to the Design Manual for Commercial, Industrial, and Multi-Family Residential Development. In instances where there is a conflict between the PAD's design language and the Design Manual, the stipulation specifies that the Design Manual shall supersede.
- The PAD was approved prior to adoption of Zoning Ordinance Section 11, the City's Public Art Ordinance. A stipulation is recommended that future development on the site comply with the terms of Section 11.
- This past summer the City's Outdoor Lighting standards were revised as part of the amendment to Zoning Ordinance Section 7, Supplementary Regulations. Outdoor Lighting is one of only a few sections for which the approved PAD does not refer back to the Zoning Ordinance. As such, a stipulation is recommended that future development on the site comply with the requirements of Zoning Ordinance Section 707, Outdoor Lighting.

Conclusion

With staff recommended stipulations, the uses, standards, and requirements contained within the Papago Commerce Center PAD are in conformance with the General Plan and current Zoning Ordinance standards. As such, staff recommends that the PAD zoning be extended.

RECOMMENDATION:

Staff recommends that the City Council hold a public hearing and approve the time extension request for the Papago Commerce Center PAD for one year from the date of expiration, until October 15, 2011, subject to the following stipulations:

1. Unless listed below, all standards, requirements, and stipulations of the Papago Commerce Center PAD approval from October 15, 2007 shall remain in full force and effect.
2. Site and building design shall be in conformance with the City of Avondale Design Manual for Commercial, Industrial, and Multi-Family Residential Development. Where there are conflicts between the PAD's "Design Standards" and the City's Design Manual, the standards contained within the Design Manual shall supersede.
3. Outdoor site lighting shall be in conformance with City of Avondale Zoning Ordinance Section 707, Outdoor Lighting. Where there are conflicts between the PAD's lighting language and Zoning Ordinance Section 707, the language contained within Section 707 shall supersede.
4. Public art shall be provided in accordance with the Avondale Zoning Ordinance Section 11, Public Art.

PROPOSED MOTION:

I move that the City Council **GRANT** a time extension for the Papago Commerce Center Planned Area Development (PAD) for one year from the date of expiration, until October 15, 2011, subject to the staff recommended stipulations.

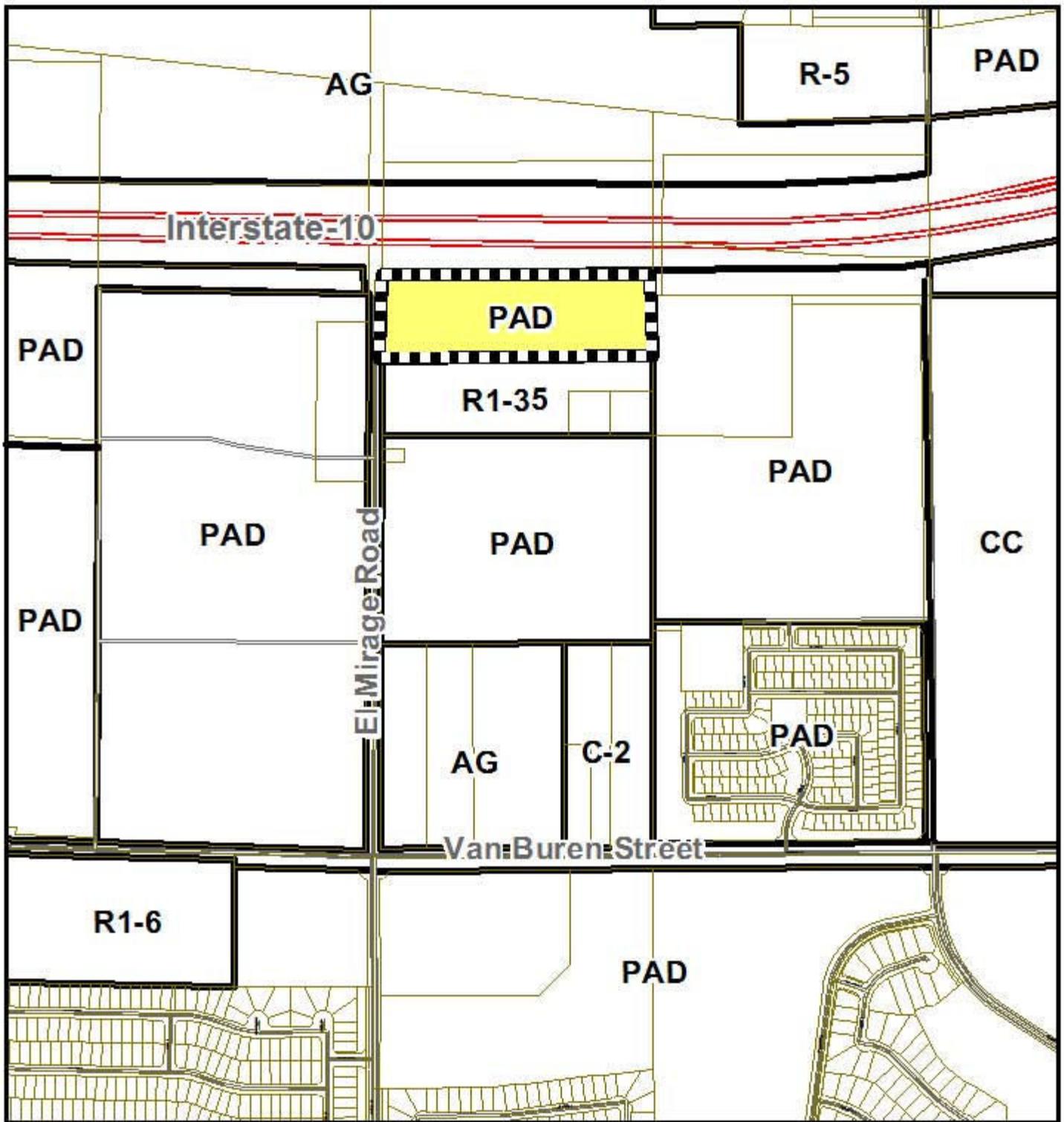
ATTACHMENTS:

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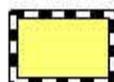
- 📄 [Exhibit A - Zoning Vicinity Map](#)
- 📄 [Exhibit B - Aerial Photograph](#)
- 📄 [Exhibit C - Applicant's Extension Request, date stamped October 12, 2010](#)
- 📄 [Exhibit D - Approved Papago Commerce Center PAD](#)
- 📄 [Exhibit E - Ordinance 1272-1007, approving the Papago Commerce Center PAD](#)
- 📄 [Exhibit F - Excerpt from City Council Minutes, Regular Meeting of October 15, 2007 \(PAD Approval\)](#)

PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019



Zoning Vicinity Map

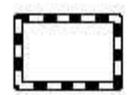


Subject Property





Aerial Photograph



Subject Property



Avondale Commerce Center PAD ZONING EXTENSION NARRATIVE



I. LOCATION

The subject property contains approximately 11.7 acres and is located at the southeast corner of Interstate 10 and El Mirage Road in Avondale, Arizona. The property has over 1,200 feet of frontage along Interstate 10. On October 15, 2007, the property was rezoned by RDB Development, the previous owners/developer of the property, from AG to PAD as the Papago Commerce Center. The current request is for a one-year extension of the PAD approval in accordance with Section 603.D of the City's recently amended PAD Ordinance, thus requiring development to occur within three years of the effective date of the ordinance approving the PAD zoning and stipulations that apply to the Avondale Commerce Center.

II. HISTORY

The property was annexed into the City on July 2, 1984 and rezoned from AG (Agricultural) to PAD in 2007. The applicant also zoned the remaining property containing approximately 78 acres adjacent to the subject as part of a master plan commonly known as Avondale Commerce Center, which included plans for the existing 598,000+ square foot business park and retail (planned) development on the site. The original applicant, RDB Development had lost title to the property to its lender, iStar Financial, in January 2010. iStar Financial is the current owner of the property of record and the applicant requesting the one-year extension of the PAD zoning.

III. THE APPLICANT IS REQUESTING A ONE-YEAR EXTENSION IN ACCORDANCE WITH THE CITY'S PAD ZONING ORDINANCE PROVISIONS

The PAD Amendment will provide development that is consistent with the General Plan by the City of Avondale in the Freeway Corridor location. The applicant is currently engaged in a marketing campaign with the Avondale Commerce Center Business Park located adjacent to the subject property. Tenant interest in the Avondale Commerce Center has on occasion included the need for additional parking or potential building expansion on the subject property.

It would be detrimental to both the property owner and City to have to start the process all over again. The City of Avondale and property owner both need to be positioned to take advantage of an opportunity when it presents itself to accommodate a prospective tenant (employer) with the opportunity to expand its business on the subject property or use it for excess parking. The potential to lose business (user) opportunities to other municipalities exists if the site isn't zoned to accommodate potential employers.

IV. JUSTIFICATION

It is the goal of the owner of the property to have the property immediately available for future development and/or expansion of the Avondale Commerce Center. Although the market continues to indicate there is little tenant demand for new development, the applicant continues to invest significant funds in the Avondale Commerce Center which includes financing the

concrete flooring in the remaining seven buildings in Phase II of the property, building speculative suites in several of the units in both Phases I and II, and holding a formal open house of the property which will reintroduce the development to the market. It is the goal of the owner to have the site immediately ready for development or business expansion when the opportunity presents itself. PAD is the zoning which the City envisioned for this area and, the applicant believes it would be appropriate to allow this zoning to remain.

A PLANNED AREA DEVELOPMENT
BY
ROB MANAGEMENT
AND CONSTRUCTION

PAPAGO COMMERCE
CENTER
11 ACRES

PHOENIX, ARIZONA

GENERAL DEVELOPMENT PLAN

APRIL 12, 2007

JUNE 29, 2007

AUGUST 8, 2007

2-00-5

A. Introduction

This General Development Plan and Program provides a project overview of the Planned Area Development (PAD), proposed by RDB Management and Construction, (RDB) for an approximate 11 acre parcel of land located quarter mile north of Van Buren along 127th Avenue in Avondale, Arizona (Property). Refer to Exhibit 'A' for the location of this subject property. This General Development Plan and Program is intended to provide the City of Avondale Planning and Building Division with the information necessary to review and approve the requested rezoning to PAD.

1. Site Ownership

This Property is owned by Avondale Commerce Center, LLC.

2. Site Data

The site for this proposed project is located north of Van Buren along El Mirage Road and I-10 in Avondale, Arizona, as shown on the location map enclosed as Exhibit A. The Property is comprised of a gross site area of approximately 11 acres. Refer to Exhibit 'B' for a copy of ALTA Survey.

3. Existing Site Conditions / Topography

The site is currently vacant with no agricultural production. There are no existing structures on-site. The topography of the site is fairly level with a slight but even grade sloping to the southwest.

4. Surrounding Land Uses

- North: Arizona Department of Transportation (ADOT) right-of-way for Interstate 10 parallels the north property line. The freeway traffic is elevated approximately 10' above the property. El Mirage, forms the western boundary of the property, which terminates in a Cul-de-sac at the ADOT right-of-way. The land area along the north side of the interstate is Friendship Park, a community Park for Avondale, which includes lighted fields for baseball, softball, and soccer.
- West: The area to the west is the newly constructed Avondale Commerce Center. A multi-building commercial center developed by this applicant. Phases II and III of this project, currently under construction, will accommodate Commerce Park type uses. Phase I, located further south along the Van Buren frontage, will accommodate commercial uses, including some retail.
- South: The land area directly south is unimproved, has no structures and is being used for agriculture.
- East: The land directly east of the proposed development is unimproved, has no structures and is being used for agriculture.

Refer to Exhibit 'C', for additional information regarding land uses and zoning.

B. Objectives / Development Goals

Rezone to PAD (Planned Area Development)

The property, 11 acres, is zoned Agricultural - AG, refer to Exhibit 'B'. RDB intends to rezone the property to PAD for an employment based project that includes Commerce Park uses in conformance with the Avondale General Plan and the Freeway Corridor Specific Plan. This land use plan provides flexibility for future employment based on demand within the marketplace.

The subject property is situated within the Freeway Corridor Specific Plan, a designated growth area as referenced by the Avondale General Plan. Recent growth in the west valley as demonstrated by Coldwater Springs, a master-planned residential community to the south, has focused more attention on the Freeway Corridor area.

C. Conformance with City of Avondale's General Plan

The City of Avondale General Plan has designated this property for Employment Use. Included in the "Employment" designation are land uses related to business parks and industrial parks.

D. General Development Plan

1. Project Description

In accordance with the General Plan, this project is designed to offer a mix of commercial and industrial activities as provided within the Commerce Park (CP) district. These uses will be combined within the Planned Area Development in order to provide a more cohesive development that will offer common design standards for each land use.

Guidelines will be established to unify the architecture, signage, and landscaping throughout the development. The land plan takes advantage of the site's proximity to I-10 to provide a well designed multi-tenant commerce park that will provide many employment opportunities for local residents as well as provide added tax revenue for the City of Avondale.

2. Land Use Plan

The General Development Plan is enclosed as Exhibit 'D'. The land uses are organized to promote compatibility with surrounding land uses, provide appropriate transitions between the commercial and commerce park users, and provide efficient access and circulation throughout the project. The project is designed with minimal vehicular penetration points in order to safely and conveniently move commercial traffic into and out of the project while minimizing the traffic impact upon the surrounding streets. The streetscape will be designed to provide variety and interest as one drives adjacent to the development.

Land Use Summary

Commerce Park, CP	11 acres
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It is anticipated that uses in the Papago Commerce Center shall be similar to those in the Avondale Commerce Center to the west.

3. Commerce Park (CP)

The property will be designated as Commerce Park. The purpose of the Commerce Park district is to allow for a wide variety of employment uses that are not included in a typical CO, C-1 or C-2 district.

Note: All structures and improvements designated within this PAD, designated as CP will be designed and constructed by RDB Management and Construction. RDB will maintain the buildings and lease suites to future tenants.

E. DEVELOPMENT STANDARDS

1. Commerce Park (CP)

The commerce park development will be a fully master planned site consisting of multiple buildings providing flex-space for multiple and individual tenants. The Property will ensure a well designed streetscape, adequate on and off-site auto circulation, encourage pedestrian travel through carefully planned walkway systems, and create a common architectural interest from transition in scale to the building materials that will add visual appeal and serve an overall function of the development. The commerce park will possess an overall design framework that provides an internal organizational structure and contextual response to the surrounding area. Vehicular traffic shall access the site via El Mirage paralleling the west property line. Vehicles will be able to access Avondale Commerce Center I to the west via El Mirage road. Pedestrian traffic shall be able to move between commerce centers on a series of sidewalks and clearly indicated pathways within the developments of similar materials that tie the Commerce centers together.

1a. Permitted Uses

- a) Offices for professional, administrative, clerical and sales services including
- b) Business colleges.
- c) Research, Medical and dental laboratories
- e) Wholesaling including but not limited to, irrigation, landscape, material sales provided all supplies and equipment are in a completely enclosed building.
- f) "Value added" distribution / packaging – hands-on modification of bulk goods by employees that adds additional value to the products (ie. but not limited too, customized embroidery of sports apparel). Job creation is an important component of this use.
- g) Light manufacturing, fabrication, processing, or assembly of finished or unfinished products composed of pre-manufactured or natural products or materials provided that all processes are conducted indoors.
- h) Retail commercial operations directly related to a primary industrial use, provided it does not exceed 30% of the gross floor area of the primary industrial use.
- i) Print and sign manufacturing with sales.
- j) Similar uses as determined by the City's Zoning Administrator, or his designee.

- Warehousing/storage that is ancillary to a permitted use. Not to include dead vehicle storage, trucking companies and moving storage companies.
- Any use not expressly allowed herein is prohibited

1b. Uses Permitted pending City of Avondale Conditional Use Permit Approval

- a) Athletic and health clubs
- b) Trade school
- c) Retail commercial operations directly related to a primary industrial use, provided it does not exceed 40% of the gross floor area of the primary industrial use.
- d) Indoor Recreation facilities (ie laser tag, rock wall climbing, etc)

1c. General Requirements

Except where otherwise explicitly stated, this development shall conform to all requirements of the City of Avondale zoning ordinance, as amended, for development within Commerce Park (CP) zoning.

1d. General Standards

Minimum Setbacks

Front Yard:	25'
Street Side Yard	25'
Side Yard	12'
Rear Yard	12'

Interstate 10

A 30' landscape area shall be provided along the north property line of the project nearest to Interstate 10.

Maximum Building Height

- a) Maximum building height of any buildings shall be (45) feet. The additional height allowance is intended to attract larger corporate users along this interstate freeway frontage.

Outdoor Storage

- a) No outdoor storage shall be permitted.

F. DESIGN STANDARDS

1. Architecture

1a. Architectural Design Theme

While no particular style will be dictated, architectural standards for the development shall remain high while complimenting and drawing from the design and material palettes of the Avondale Commerce Center, directly west. The concept is for these buildings to be recognized as an integral part of the greater Avondale Commerce Center.

1b. Architectural Concepts

- The architectural design for all structures shall be based on “4-sided” architecture solutions, taking into consideration all sides to receive consistent architectural treatment.
- For all buildings at least two of these elements shall repeat horizontally. Buildings with facades greater than 150 feet in length shall include at least three of the elements listed below, repeated at appropriate intervals, both horizontally or vertically:
 - Color change. Recognizable, but not strongly contrasting.
 - Texture change
 - Material change
 - Architectural variety and interest through a change in plane such as offsets, reveals, archways or projecting ribs.
- Wall plane projections or recesses
- Variations in rooflines or parapets shall be used at a minimum of two feet (2') to reduce the scale of the buildings. Roof size, shape, material, color and slope shall be coordinated with the scale and theme of the building.
- Service and exit doors shall be integrated into the architecture of the elevations.
- Service and roll-up doors shall be internalized within the site.
- Reduction of building mass shall be achieved by using a combination of the following techniques:
 - Variation in the rooflines
 - Use of protected and recessed entries
 - Use of vertical elements on or in front of expansive blank walls
 - Use of pronounced wall plane offsets and projections
 - Use of focal points and vertical accents

- Inclusion of windows on elevations facing streets and pedestrian areas.
- Rooflines, relative building heights, orientation of entrances and other major architectural elements of the buildings shall be designed within the context of the overall PAD. Building design shall compliment the surrounding area, with contrast encouraged where appropriate or beneficial to the overall development
- Buildings with freeway frontage will front towards Interstate 10.
- Roof drains shall be internal.
- Any roof access ladders shall be located inside the building.
- All roof mounted equipment, vents, stacks, pipes, etc. shall be screened from view from all perimeter streets and painted to match the roof.

1c. Building Materials

Architectural materials should convey an image of quality and durability. Buildings within the PAD shall be compatible with the materials used in Avondale Commerce Center Phase One and will include the following materials :

- Primary building materials shall include: common clay brick, stucco, or EIFS type systems provided that finishes must be smooth or sand textured, smooth or split face concrete block or similar materials.
- All tilt or pre-cast concrete panels or smooth face block shall include methods for improving the natural material such as: additional color and texture, windows, reveals or recesses, notched parapets, canopies, building wall undulation, corner windows, additional materials, etc.
- Accent materials shall include: natural stone, block, brick, ceramic tile, ornamental steel or other similar materials as implemented in Phase One.
- Roofs may be flat with parapet walls, or sloped with concrete tile, standing metal seam, or equivalent architectural materials.

Prohibited Materials:

- Wood, except for limited amounts of trim
- Corrugated metal and pre-engineered metal-sided buildings

1d. Color Coordination

Buildings within the PAD shall be consistent with the following building colors:

- Colors and materials should be used to create visual harmony within the PAD. The approved colors are as follows:
 - Primary building colors shall be desert hues and other “earth tones” muted shades of blues, greens, and reds found in the natural desert, and colors appearing in natural stone.
 - Accent colors on buildings shall compliment the primary building colors and include combinations of desert hues, earth tones, muted shades of greens, reds, and colors found in natural stone. Brighter colors such as orange, red, blue, green, yellow, purple and similar colors may be used as accents as determined during the Site Planning process.

Prohibited Colors:

- “Loud colors” such as orange, red, blue, green, yellow, purple and similar colors as a primary building color.

2. Site Development

2a. Off-Street Parking

A development plan indicating compliance with the off-street parking requirements of the Avondale Zoning Ordinance as amended will be submitted for approval prior to obtaining final building permits.

- The number of off-street parking spaces shall be based upon the proposed building use as determined at the time of site-plan review.

- All off-street parking and loading areas, access drives, internal circulation drives, and truck maneuvering areas shall conform to the requirements and regulations of the Avondale Fire Department, Zoning Ordinance, and Engineering Division.

Note: Additional landscape enhancements will be required along the Interstate 10 frontage, including shade trees incorporated into parking areas at the rate of one (1) tree per 6 parking stalls instead of the standard of one (1) per 8 stalls.

Covered Parking

- Covered parking shall be lighted. The source of illumination shall be screened, recessed or covered.
- Parking canopies shall include fascias that are consistent with the color and architectural themes of the principal building.

2b. Loading areas

All loading areas and loading docks shall be designed not to be visible from adjacent streets or detract from the architectural character of the project.

- All truck loadings or loading docks shall be located at the rear or side of the building. No loading dock shall face a front street or Interstate 10.
- All loading areas must be screened by a continuous wall with to match the architecture of the building at a minimum height of 8'
- Landscaping by additional street trees or on-site tree massing in combination with the screen wall may be used to visually screen loading docks.

2c. Screening

Screen walls shall maintain a consistent material, design and color theme to provide continuity throughout the Commerce Park.

- Screen walls shall be provided for all service areas, mechanical and electrical equipment yards, outdoor storage areas, loading docks, and refuse collection areas.
- All screen walls should be architecturally treated as an extension of the primary structure.
- When needed, parking screen walls shall be a minimum of 3-foot in height and constructed of block and may be finished with stucco or mortar wash.
- 3' high landscape berms may be used in conjunction with parking screen walls.
- Perimeter screen walls shall be a minimum of 6-foot in height constructed of the design and materials of the building.
- Screen walls along pedestrian routes or sidewalks shall be set back to allow for landscaping

2d. Site Lighting

The lighting should enhance the architectural and site design concepts of the overall PAD.

- Lighting shall be master planned for the development at the time of site plan review.

- Street lighting shall be provided along El Mirage Road per current City of Avondale standards.
- Site lighting shall be provided for security throughout all parking areas, service areas, and building entries/exits that provides a level of security.
- All site lighting shall be directed downward and use appropriate light source to minimize light pollution onto adjacent properties and to adhere to local dark sky ordinance.
- Lighting shall not exceed 1-foot candle at the property line
- Intensity shall not be greater than required for vehicular and pedestrian safety.
- The use of shields with cut-off fixtures is required for all pole and wall pack lighting
- Height of light poles shall be a maximum of 25' high.
- Low pedestrian-scaled fixtures may be allowed to help identify and light pedestrian routes within the commercial areas.

2e. Pedestrian Circulation

El Mirage Drive shall provide 8' wide sidewalks detached from the back of curb. Accessible walkways from the parking areas to the building entries shall also be provided.

- a. Stamped, colored concrete or pavers shall be used to denote all pedestrian crossings.
- b. Pedestrian pathways shall be shaded via landscaping or the introduction of hardscape elements such as canopies as determined at the time of site plan review.

2f. Grading and Drainage

The site will be required to retain storm water runoff and retain for the adjacent half streets. Retention basins shall be designed and contoured to assume a more natural appearance and to be an integral part of the landscape. The Property will be coordinated to combine open space areas with property to the west in order to provide greater sense of scale and to enhance the potential for more active and passive recreational uses. Retention basins shall be designed to meet the requirements of the Avondale Zoning Ordinance as amended.

2g. Signage

Signage for the PAD should be designed to enhance the identity of the overall development park and the individual businesses within. A master sign package shall be submitted for review and approved with the master site plan.

Freestanding Monument:

- Monument Signs shall be for center identification only, with the complex name and address.
- Monuments shall not exceed 6-foot in height and 10-foot in width.

- Sign materials and colors shall be consistent with the exterior architecture of the buildings. Lettering shall be halo backlit reverse pan channel letters.
- Maintenance of the signage will be at the responsibility of the developer.
- One (1) monument sign location has been proposed to be placed within the PAD. See potential locations on Exhibit "D"

Multi-tenant Monument

- One multi-tenant monument sign for tenant identification will be allowed along El Mirage Road. An additional multi-tenant monument sign may be located at a future secondary entrance point to be determined at the time of site plan review.
- Two multi-tenant signs may be necessary depending upon number of tenants.
- The design of the monument shall be consistent with the overall scale of the building. Design and placement of any signage shall not obstruct traffic safety site areas.
- Shall not exceed 8 feet in height.
- Maximum area of 100 square feet.
- Signs shall be a minimum of 300 feet apart
- Lettering shall be non reflective halo backlit reverse pan channel letters.

Building:

- Signage shall be systematically located and styled to support the architectural design
- Building wall signage
 - Maximum sign area – 1 sq ft for each linear ft of suites building façade. 150 sq ft maximum per sign.
 - Sign placement – below edge of roof.
 - Location requirements – Signs will be mounted above each respective suite, placed consistently along the building face, and located on the upper part of the exterior wall within a dedicated band
- Lettering -
 - Commerce Park - wall mounted tenant signage shall be reverse pan channel letters with solid color that compliments the building color.
 - Illuminated signage may be placed on buildings fronting I-10
 - Halo backlighting will be used for all wall signage requiring illumination.
- Tenants may have one window decal sign. Window signage shall count towards allowable building signage aggregates and shall require a permit from the City of Avondale.

3. Streetscape and On-site Landscape

Landscaping is an important component of commerce center design which softens the park appearance by breaking up the continuous expanse of pavement and buildings. In order to create a uniform appearance throughout the development, the PAD will be established.

The PAD requires complete streetscape concepts and strategies that help contribute to the identity and comfort of the development.

- A typical streetscape concept and theme shall be developed and repeated. Includes tree selection, lighting, signage, decorative walls, and other design elements.
- Streetscape should reinforce design concepts for the commerce center. This includes defining focal points, framing views and edges, and highlighting architectural design features.
- When necessary, streetscaping should screen views of parking lots and loading areas. Berms or shrubs may be used to help screen parking lots.
- Landscaping shall comply with the City of Avondale landscaping requirements.
- All plant materials shall conform to the Arizona Department of Water Resources (ADWR) plant material list.

On-site landscaping shall reinforce overall site and architectural concepts while increasing pedestrian comfort.

- Planting in front and side yards should reinforce the PAD streetscape concept.
- Foundation planting should enhance architectural and massing concepts for buildings.
- Accent planting and color should reinforce architectural and site design entry expression.
- Screen planting should be used around parking lots and to block undesirable views. Parking lot screen planting should be at least 30" tall.

- Grading and retention basins should be done to fulfill functional requirements and architectural and site design concepts.
- Landscaping must comply with the City of Avondale landscaping requirements.
- All plant materials shall conform to the ADWR plant material list

The City of Avondale has established the landscape theme for the Interstate 10 frontage, which includes the predominant use of Southern Live Oaks (*Quercus virginiana* 'Heritage Oak'). Along the interstate frontage, 50% of the required trees shall be Southern Live Oak, all which shall be a minimum of 24" Box. All of the interior street intersections shall include at least one Southern Live Oak which shall be a minimum of 36" Box in size and clustered with other Southern Live Oak of varying size to reinforce the street tree theme. The size and quantities of plant material for the balance of the streetscape shall conform to the landscape standards of the Avondale Zoning Ordinance as amended.

Note: Landscaping plans will receive a master site plan/design review in order to maintain a unified project.

G. Infrastructure / Utilities

1. Access / Circulation

The primary access to and from the property is along Van Buren Street, a designated major arterial quarter mile south of the property.

El Mirage Drive is a collector street that aligns with the quarter mile point east of 127th Avenue and is centered on the west property line, where it will terminate at the northeast corner of the property in a cul-de-sac.

Development of the **East** portion of the site may not proceed until a secondary access point agreement is reached along the south or east property lines. The location of the secondary access point must be approved by the City Engineer or his "designee."

]

2. Street Improvements

Half street improvements will be constructed per City of Avondale standards and in conformance with the proposed development. Improvements that will comply to City of Avondale standards include but are not limited to, curb, gutter, and 8' wide sidewalks connecting to possible improvements leading to Friendship Park. Street dedications as follows:

<u>Street</u>	<u>Ex. ROW</u>	<u>Prop. ROW</u>
El Mirage: east half ROW	33'	60'

3. Water Service

This project will connect into the water main within El Mirage Drive where it connects into the existing water main in Van Buren.

4. Sanitary Sewer Service

Proposed is a gravity sewer system. All sewer mains internal to the site will drain to the west and connect into the sewer main in El Mirage Road.

5. Electrical Service

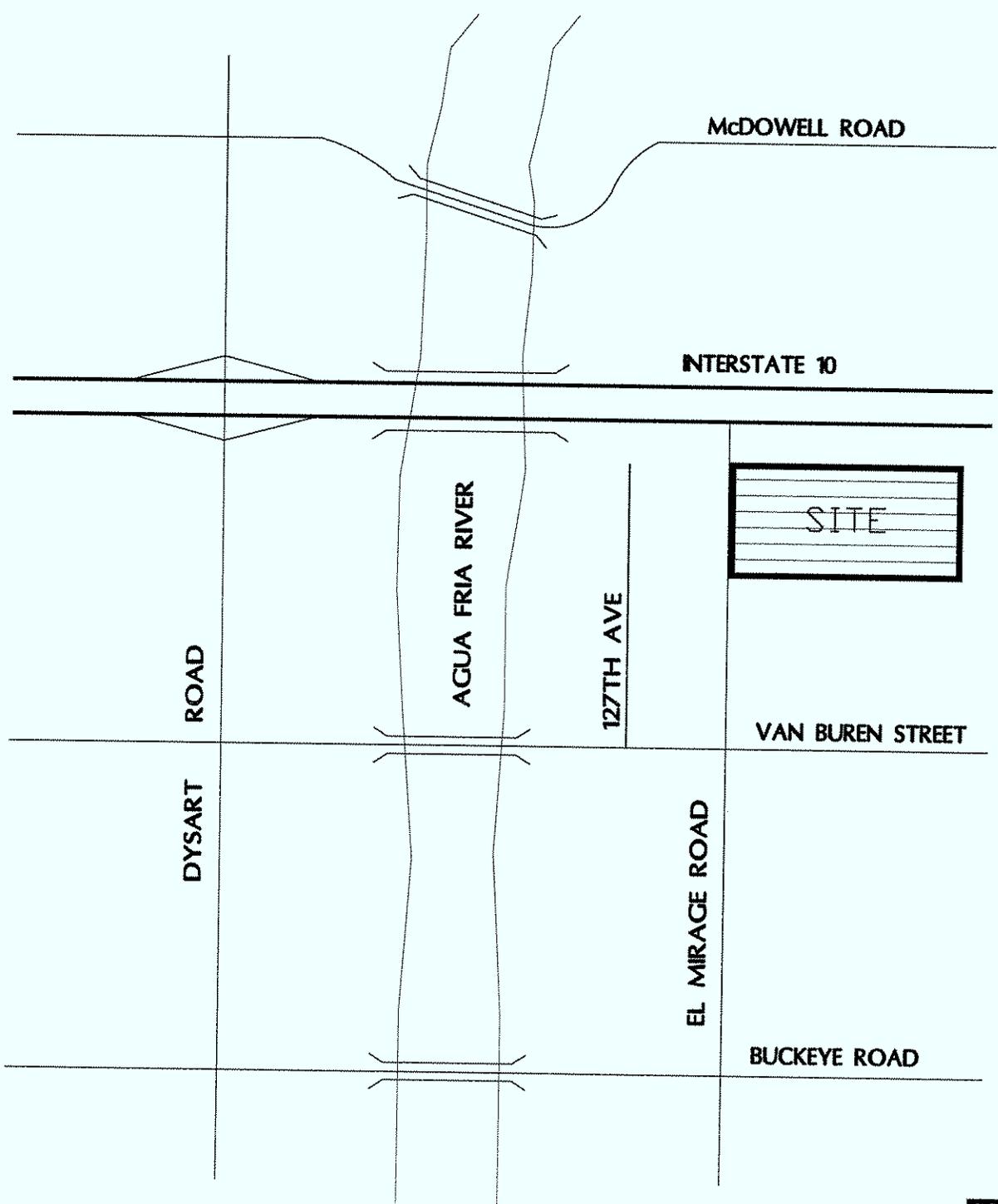
This subject property is within the service area of the Salt River Project.

6. Natural Gas Service

This project is within the service area of the Southwest Gas Corporation.

7. Telephone Service

This Subject property is within the service of Qwest Telephone.



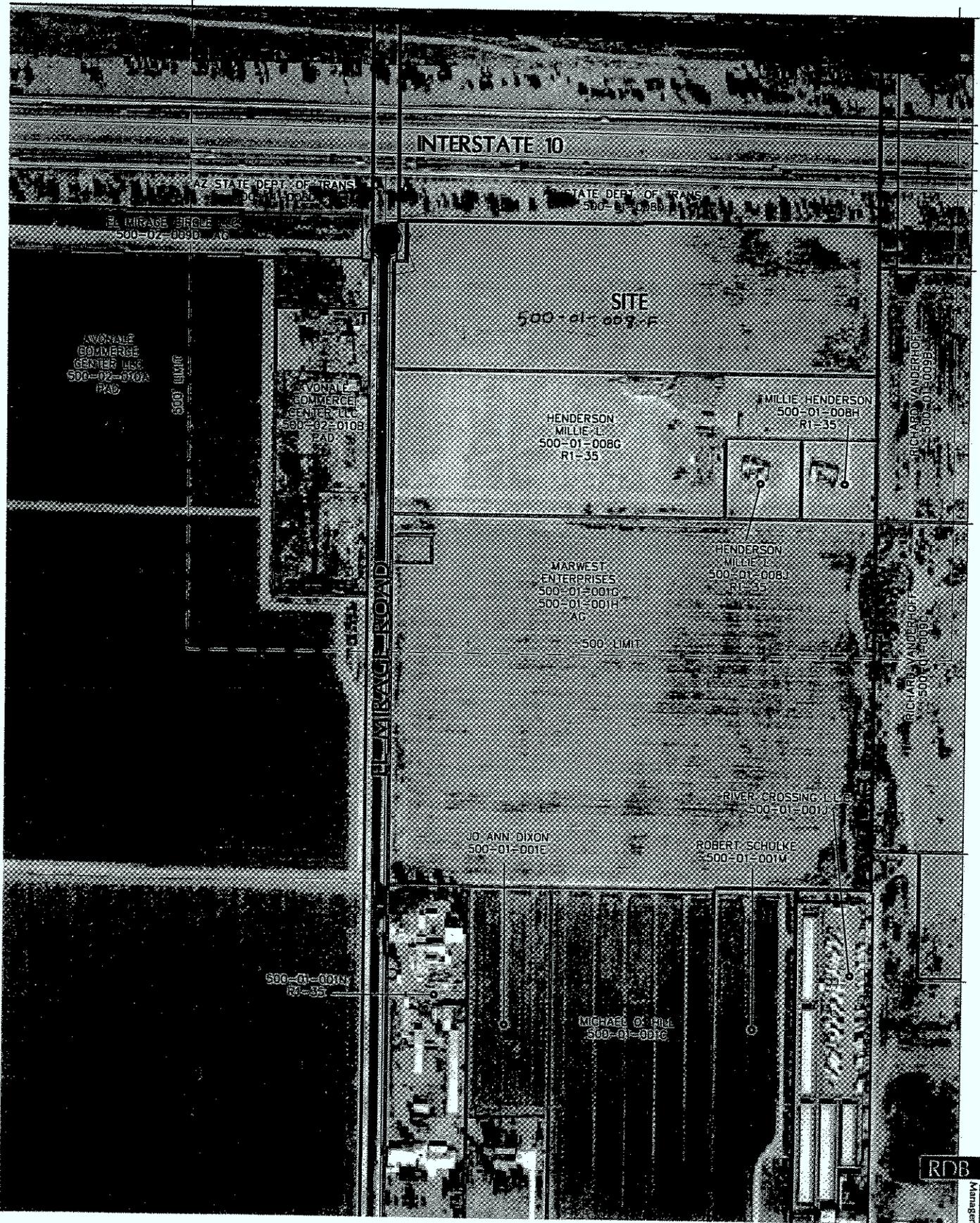
PAPAGO.COMMERCE.CENTER
AVONDALE, AZ



VICINITY MAP
EXHIBIT A

107 W. Williams Dr. Phoenix, AZ 85027
 T: 602.760.2229 F: 602.760.2550

RDB
 Management & Construction



PAPAGO.COMMERCE.CENTER
 AVONDALE, AZ



CONTEXT PLAN
 EXHIBIT C

INTERSTATE 10

CP
11.3129 GROSS AC
11.1122 NET AC

33' ROW TYP.

POTENTIAL FUTURE MONUMENT
SIGN LOCATION

EL MIRAGE ROAD

UNSUBDIVIDED

EXCEPTION

CORPORATE DRIVE

SITE DATA SUMMARY

GROSS SITE AREA	11.31 AC
(PERIMETER R.O.W.)	0.2 AC
NET SITE AREA	11.11 AC

NOTES:

GROSS ACERAGES IS CALCULATED TO THE ADJACENT PERIMETER STREET CENTER LINE.

ALL ACERAGES SHOWN ARE BASED ON APPROXIMATE NET VALUE

RDB

Management & Construction

PAPAGO.COMMERCE.CENTER



**GENERAL
DEVELOPMENT PLAN
EXHIBIT D**

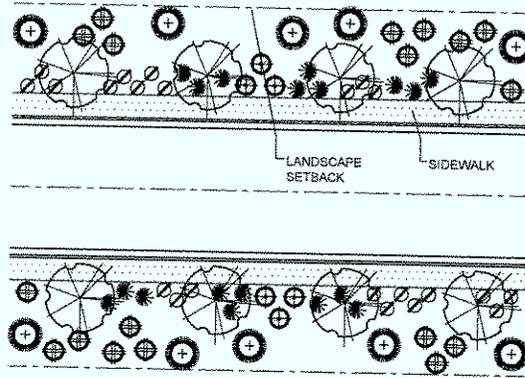
807 W. Williams Dr, Phoenix, AZ 85027
T: 623.790.2529 F: 623.296.2050

PLANT SCHEDULE

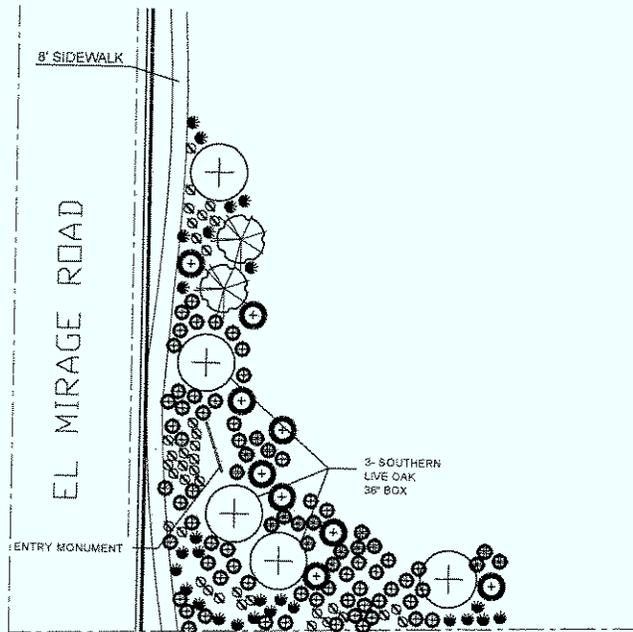
SYMBOL	BOTANICAL/COMMON NAME	W x H
TREES SUCH AS + (25% = 24" BOX / 74% = 15 GAL.)		
	ACACIA SPP. ACACIA	20 x 20
	CERODIUM SPP. PALM VERDE	30 x 30
	CHLOROPIS LINEARIS DESERT WILLOW	20 x 20
	PITHECCELLOBIUM FLEXICOLLE TEXAS EBONY	25 x 20
	PROSOPIA SPP. MESQUITE	30 x 30
	QUERUS VIRGINIANA SOUTHERN LIVE OAK	30 x 30
SHRUBS SUCH AS + (REQ'D. 5 GAL. SHRUBS)		
	CALSAPIA SPP. BIRD OF PARADISE	6 x 6
	CASSIA SPP. CASSIA	6 x 6
	CALLIANDRA SPP. FAIRY DUSTER	4 x 4
	DALEA PULCHRA INDIGO BUSH	5 x 5
	DOGONADA SPP. HOPSEED BUSH	10 x 12
	EREMOPHILA SPP. EMU BUSH	4 x 4
	LEUCOPHYLLUM SPP. TEXAS RANGER	3 x 3
	RUPELLIA SPP. RUPELLIA	4 x 4
	TECOMA SPP. ORANGE JUBILEE	8 x 10
ACCENTS SUCH AS + (3 GAL.)		
	AGAVE SPP. AGAVE	6 x 6
	DAYLIRION SPP. DESERT SPOON	6 x 4
	HESPERALOE SPP. RED YUCCA	5 x 3
	MULLENBERGIA SPP. DEER GRASS	3 x 3
GROUND COVER SUCH AS + (1 GAL.)		
	ACACIA SPP. AGAVA	6 x 2
	BAILEYA MULTIRADIATA DESERT MARIGOLD	2 x 1
	BACCHARIS SPP. DESERT BROOM HYBRID	6 x 3
	DALEA SPP. TRAILING INDIGO BUSH	6 x 1
	LANTANA SPP. LANTANA	2 x 1
	VERBENA SPP. VERBENA	2 x 1
MATERIAL		
	DECOMPOSED GRANITE "JESSE RED"	3/4" MINUS
	WEATHERED GRANITE BOULDERS SURFACE SELECT	1/2 - 2 TONS 1 TON AVG.

NOTE: TREE HEIGHTS AND CALIPERS WILL COMPLY WITH "ARIZONA NURSERY ASSOCIATION SPECIFICATIONS" FOR THAT SIZE OF TREE.

NOTE: LANDSCAPE TO BE WATERED BY AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM.



INTERNAL STREETSCAPE CONCEPT



TYPICAL ENTRY MONUMENT - STREETSCAPE CONCEPT



ENTRY MONUMENT

CONCEPTUAL MONUMENT & STREETSCAPE EXHIBIT G

PAPAGO.COMMERCE.CENTER



RDB

Management & Construction

67 W. Williams Dr, Phoenix, AZ 85027
T: 623.780.2929 F: 623.298.2050

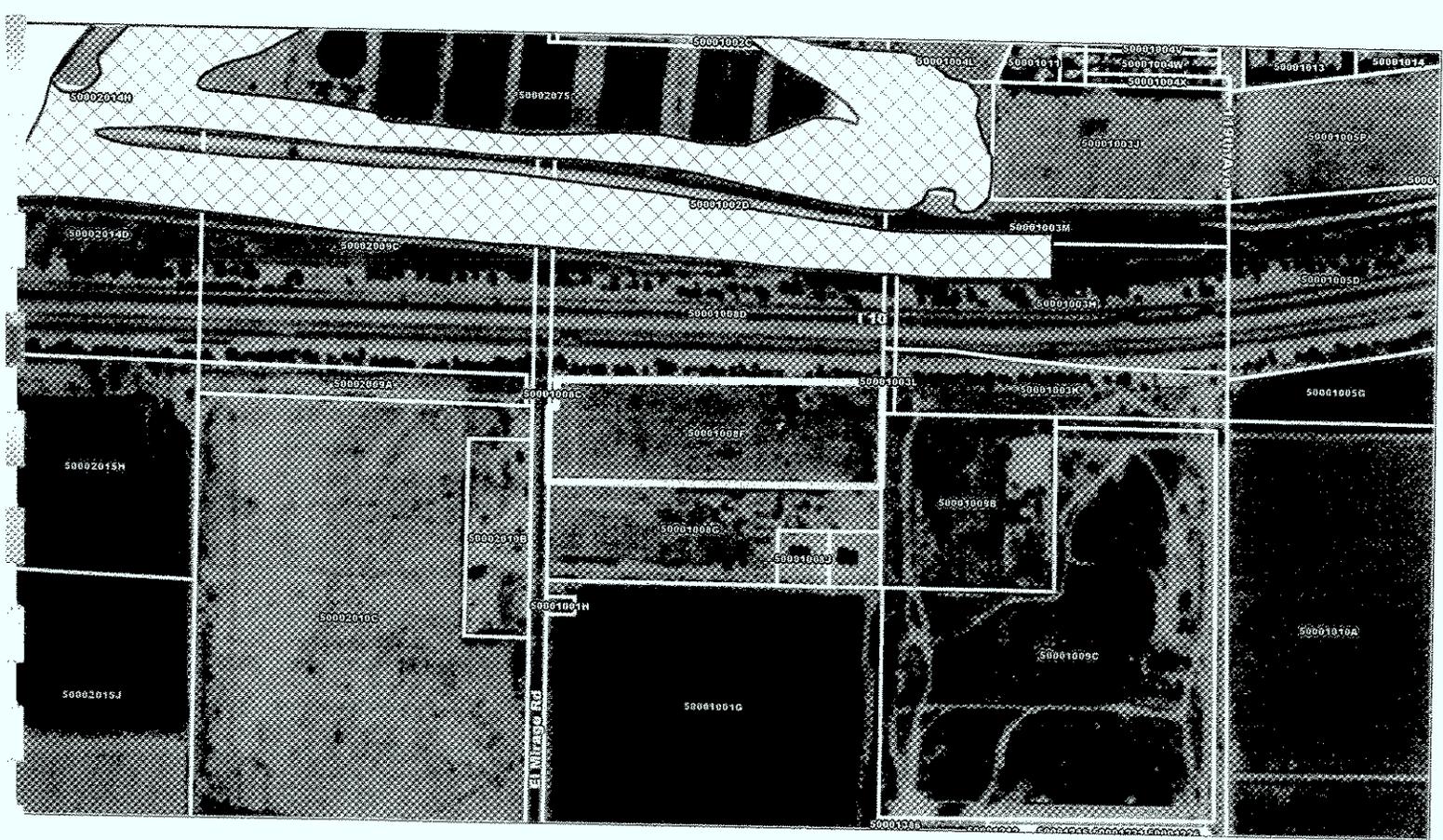
Proposed Papago Commerce Center – Parcel No. 500-01-008F

(Proposed Project)
Papago Commerce Center
El Mirage & I-10
Avondale, AZ

(Owner-Builder)
RDB Development & Construction
1617 West Williams Drive
Phoenix, AZ 85027

FLOOD ZONE DETERMINATION:

Flood zone "X" defined as an area of 500-year flood; areas of 100 year flood with average depths of less than one (1) foot or with drainage areas less than one (1) square mile; and areas protected by levees from 100 year flood.



SCALE 1 : 8,088



ORDINANCE NO. 1272-1007

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 11.1 ACRES LOCATED AT THE SOUTHEAST CORNER OF INTERSTATE 10 AND EL MIRAGE ROAD AS SHOWN IN FILENAME Z-07-5, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, September 20, 2007, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission recommended approval; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on October 15, 2007.

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

SECTION 1. That ± 11.1 acres of real property, generally located at the southeast corner of Interstate 10 and El Mirage Road as shown in filename Z-07-5 (the "Property"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Agricultural (AG) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall conform to the Papago Commerce Center General Development Plan date stamped August 9, 2007, except as modified by these stipulations.

2. Retail commercial operations directly related to the primary industrial use shall not exceed ten (10) percent of the gross floor area of any single tenant except with a Conditional Use Permit, where up to 30 percent may be allowed.
3. Freestanding freeway identification signage shall not be allowed.
4. A master site plan shall be approved by the City Council prior to development. Subsequently, plans and permits may be administratively approved by staff for this development in accordance with the Council approved master site plan and comprehensive sign program.
5. Right-of-way dedication and street improvements shall be required as follows:

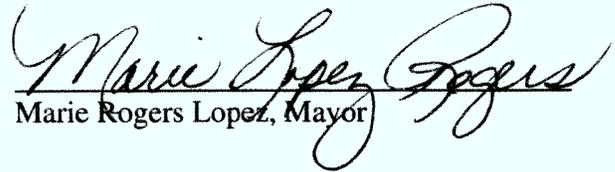
Street	Right-of-way Required	Street Improvements
El Mirage Road	60' half street adjacent to property. (Major Collector)	2 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping

6. Additional right-of-way may be required at site plan approval for improvements based upon the results of the revised traffic study and the site plan application, as determined by the City Engineer.
7. A full traffic impact analysis shall be required at the time of master site plan approval.
8. All water rights on the property shall be conveyed to the City of Avondale prior to issuance if a building permit or approval of a final plat, which ever is first.
9. Development of the eastern half of the Papago Commerce Center property may not commence until a secondary access point can be built.
10. The master site plan shall be approved by ADOT prior to site plan approval by the City of Avondale.

SECTION 2. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, October 15, 2007.


Marie Rogers Lopez, Mayor

ATTEST:


Linda M. Farris, City Clerk

APPROVED:

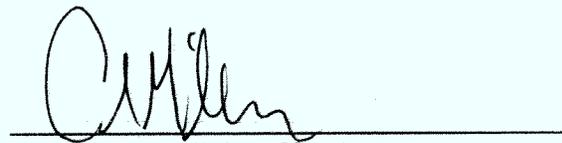

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1272-1007

[Map and Legal Description]

See following pages.

**SOUTHEAST CORNER OF INTERSTATE 10 AND EL MIRAGE ROAD
LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PART OF THE WEST HALF OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 1, AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 0 DEGREES 37 MINUTES 11 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 113.39 FEET TO THE NORTHWEST CORNER OF THIS SAID PARCEL;

THENCE SOUTH 89 DEGREES 18 MINUTES 26 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE I-10 FREEWAY A DISTANCE OF 1321.86 FEET;

THENCE SOUTH 0 DEGREES 19 MINUTES 44 SECONDS EAST A DISTANCE OF 100.98 FEET TO THE INTERSECTION WITH THE EAST-WEST MID-SECTION LINE OF SAID SECTION 1;

THENCE SOUTH 0 DEGREES 08 MINUTES 02 SECONDS EAST A DISTANCE OF 275.50 FEET;

THENCE NORTH 89 DEGREES 22 MINUTES 54 SECONDS WEST A DISTANCE OF 1322.91 FEET;

THENCE NORTH 0 DEGREES 13 MINUTES 52 SECONDS EAST A DISTANCE OF 264.81 FEET BACK TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION WHICH LIES NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

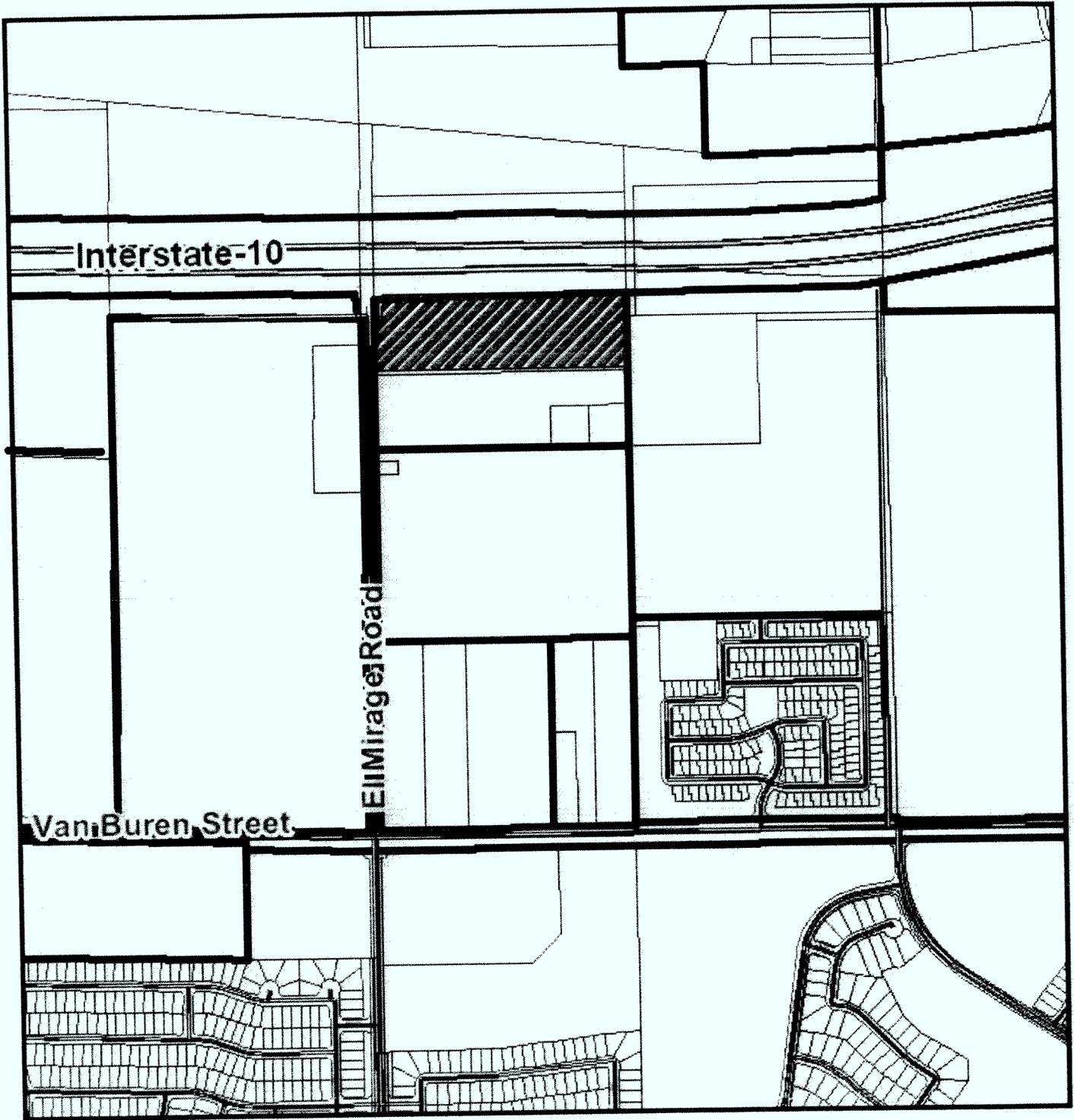
BEGINNING AT THE WEST CORNER OF SAID SECTION 1:

THENCE NORTH 89 DEGREES 52 MINUTES 41 SECONDS EAST, 60.00 FEET;

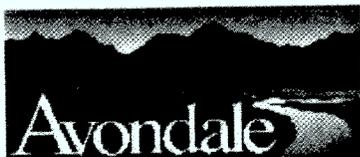
THENCE NORTH 0 DEGREES 17 MINUTES 59 SECONDS EAST, 112.90 FEET;

THENCE SOUTH 89 DEGREES 34 MINUTES 21 SECONDS EAST, 1516.06 FEET TO THE POINT OF ENDING, AS CONDEMNED FOR STATE HIGHWAY PURPOSES BY INSTRUMENT RECORDED IN DOCUMENT NO. 83-348293, RECORDS OF MARICOPA COUNTY, ARIZONA. THE DESCRIPTION FOR THE EXCEPTION AREA IS ON A

DIFFERENT BASIS OF BEARINGS THEREFORE THE BEARINGS MAY SLIGHTLY
DIFFER.



Application Z-07-5



Subject Property



**City Council Regular Meeting – Excerpt of Meeting Minutes
October 15, 2007**

**PUBLIC HEARING AND ORDINANCE 1272-1007 – PAPAGO COMMERCE
CENTER REZONING (Z-07-5)**

Ken Galica, Planner II, Development Services Department, explained this item was a rezoning application for Papago Commerce Center, approximately 11 acres located at the southeast corner of I-10 and El Mirage Road, currently zoned AG. Mr. Galica showed the Council an aerial photo of the subject property, pointing out vehicular access. He stated the subject property is designated as Employment by the General Plan and it falls within the Freeway Corridor Specific Plan, and the Employment land use encourages office and enclosed industrial uses, as well as modest amounts of retail which support the office and industrial uses. Mr. Galica informed the Council that the proposed office, distribution, and light manufacturing uses are consistent with the Commerce Park zoning district and the Employment land use designation, and the proposed Conditional Uses are consistent with the PADs approved in the vicinity. He reported the PAD development plan contains standards designed to encourage outstanding architecture through the inclusion of landscaping, signage and building design standards which will ensure a quality development of the subject property, and all development standards proposed for the property are identical to those in the Commerce Park district with the exception of an increase in building height from 35 to 45 feet. Mr. Galica explained that Staff feels this building height increase is appropriate considering the parcel location is adjacent to the freeway. He stated a Master Site Plan for the site, which will include reviews of materials, colors, landscaping, etc., will come before the City Council at a later date.

Mr. Galica reported this request for rezoning meets the requirements of the Zoning Ordinance, will result in compatible land use relationships, and will produce the quality of development which is consistent with the desired character for the area. He stated that with the recommended stipulations, the Papago Commerce Center PAD is consistent with the objectives of the General Plan and the Freeway Corridor Specific Plan. He reported that on September 20, 2007, the Planning Commission recommended approval of the application subject to 10 stipulations.

Mayor Lopez Rogers opened the item for public hearing. There were no requests to speak.

Council Member Buster stated he received a call regarding a lack of the ability for churches to buy property and to expand which had occurred since the housing boom and the gobbling up of real estate by large developers. While he is not sure the call was in reference to this item or the last item, he pointed out a church had looked at a parcel in terms of leasing space. Mr. Galica responded this issue regarded the phase that is currently under construction just to the west of El

Mirage Road where a church had looked at moving in, and the zoning does not allow for churches. He explained that churches were not considered compatible with employment types of uses because of the differences in parking requirements, pointing out that employment type uses require 1 space for every 500 square feet, and even less for areas that are strictly for warehousing and inventory storage; whereas, churches require much more parking. He added that churches were allowed in all commercial zoning districts, in some residential districts, and in some PAD districts, some subject to a Conditional Use Permit.

Council Member Buster stated this was an ongoing problem and perhaps he needs to talk with Staff about it because it was becoming all too common.

Charlie McClendon, City Manager, suggested that Council Member Buster refer the caller to the Economic Development staff or the Planning staff who are very familiar with inventory of property that might be available in the community that would be suitable for a church and they would be happy to work with the caller.

Mayor Lopez Rogers closed the public hearing.

Andrew McGuire, City Attorney, read Ordinance 1272-1007 – Papago Commerce Center Rezoning (Z-07-5), by title only.

Vice Mayor Wolf moved to approve the Ordinance subject to the 10 stipulations recommended by Staff.

- 1) Development shall conform to the Papago Commerce Center General Development Plan date stamped August 9, 2007, except as modified by these stipulations.
- 2) Retail commercial operations directly related to the primary industrial use shall not exceed ten (10) percent of the gross floor area of any single tenant except with a Conditional Use Permit, where up to thirty (30) percent may be allowed.
- 3) Freestanding freeway identification signage shall not be allowed.
- 4) A Master Site Plan shall be approved by the City Council prior to development. Subsequently, plans and permits may be administratively approved by staff or this development in accordance with the Council-approved Master Site Plan and Comprehensive Sign Program.
- 5) Right-of-way dedication and street improvements shall be required as follows: Street right-of-way required street improvements - El Mirage Road 60' half street adjacent to property. (Major Collector) 2 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping.
- 6) Additional right-of-way may be required at Site Plan approval for improvements based upon the results of the revised Traffic Study and the Site Plan application, as determined by the City Engineer.
- 7) A full Traffic Impact Analysis shall be required at the time of Master Site Plan approval.
- 8) All water rights on the property shall be conveyed to the City of Avondale prior to issuance of a building permit or approval of a final plat, whichever is first.
- 9) Development of the eastern half of the Papago Commerce Center property may not

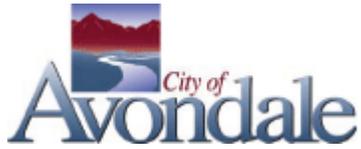
commence until a secondary access point can be built. 10) The Master Site Plan shall be approved by ADOT prior to Site Plan approval by the City of Avondale.

Council Member Weise seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member Earp	Excused
Council Member Scott	Excused
Council Member Buster	Aye
Mayor Lopez-Rogers	Aye
Vice Mayor Wolf	Aye
Council Member Lynch	Aye
Council Member Weise	Aye

Motion carried unanimously.



CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
December 6, 2010

TO: Mayor and Council
FROM: Andrew McGuire, City Attorney (602) 257-7664
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(3) for discussion or consultation for legal advice with the City Attorney regarding options for addressing Proposition 203 approved by Arizona voters on November 2, 2010.

ATTACHMENTS:

[Click to download](#)

No Attachments Available