

CITY COUNCIL AGENDA

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

REGULAR MEETING
June 3, 2013
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. LIQUOR LICENSE SERIES 14 - RACEWAY ELKS #2852

City Council will consider a request to approve a liquor license application for a Series 14 Private Club license to sell all spirituous liquors at the Raceway Elks Lodge #2852 located at 215 W Van Buren Street in Avondale. The Council will take appropriate action.

b. MEMORANDUM OF UNDERSTANDING – WILDLIFE FOR TOMORROW FOUNDATION

City Council will consider a request to approve a memorandum of understanding with the Foundation for the Conservation of Arizona's Wildlife, dba Wildlife for Tomorrow Foundation for the management and operation of the Tres Rios Nature and Earth Festival and authorize the Mayor or City Manager and City Clerk to execute the applicable contract documents. The Council will take appropriate action.

c. CONTRACT RENEWAL WITH WEBQA FOR CITIZEN RELATIONSHIP MANAGEMENT SOFTWARE AND SERVICES

City Council will consider a request to approve a contract extension between the City of Avondale and WebQA to continue access to citizen relationship management software and services and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. MEMORANDUM OF UNDERSTANDING - A NEW LEAF, INC.

City Council will consider a request to approve a Memorandum of Understanding with "A New Leaf" to assign at least one Masters Level mental health therapist to the Southwest Family Advocacy Center. Under this agreement, "A New Leaf" will provide short-term counseling services to victims served at the SWFAC and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **PROFESSIONAL SERVICES AGREEMENT - DIBBLE AND ASSOCIATES - CENTRAL AND WESTERN AVENUE WATER AND SEWER DESIGN**

City Council will consider a request to approve a Professional Services Agreement with Dibble Engineering for the Central and Western Avenue Water and Sewer Design in the amount of \$232,030, and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents. The Council will take appropriate action.

f. **RESOLUTION 3117-613 RENEWAL OF INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO OPERATE THE COMMUNITY ACTION PROGRAM**

City Council will consider a request to adopt a resolution authorizing an IGA with the Maricopa County Board of Supervisors for a grant in the amount of \$91,256 to provide Crisis Case Management and Financial Assistance services as part of the Community Action Program during the fiscal year 2013-2014, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **RESOLUTION 3115-613 – INTERGOVERNMENTAL AGREEMENT WITH ADOT FOR THE DESIGN AND SCOPING OF THE INTELLIGENT TRANSPORTATION SYSTEM**

City Council will consider a request to adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Arizona Department of Transportation for the administration of the design and scoping of the Intelligent Transportation System with ACS controllers and CCTV cameras project, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 **RESOLUTION 3114-613 – INTERGOVERNMENTAL AGREEMENT WITH ADOT FOR THE DESIGN AND SCOPING OF THE AGUA FRIA MULTI-USE PATH**

City Council will consider a request to adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Arizona Department of Transportation for the administration of the design and scoping of the Agua Fria Multi-Use Path project, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 **RESOLUTION 3116-613 – INTERGOVERNMENTAL AGREEMENT WITH ADOT FOR LANDSCAPE MAINTENANCE ALONG I-10, DYSART TO SR101L**

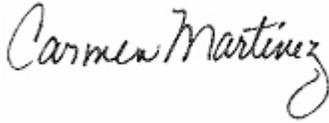
City Council will consider a request to adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Arizona Department of Transportation for the purpose of defining the maintenance responsibilities for the proposed landform graphics, landscaping and irrigation improving the traffic interchange at Avondale Boulevard and I-10, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

6 **PUBLIC HEARING - RESOLUTION 3109-613 AND ORDINANCE 1518-613 - AMENDMENT TO THE CITY CODE, CHAPTER 4, BUILDINGS AND BUILDING REGULATIONS**

City Council will hold a public hearing and consider a resolution declaring as a public record certain documents filed with the City Clerk entitled the "2012 International Building Code," the "2012 International Residential Code," the "2012 International Mechanical Code," the "2012 International Plumbing Code," the "2011 National Electrical Code," the "the 2012 International Fuel Gas Code," the "2012 International Energy Conservation Code" and "The Avondale Amendments to the 2012 International Residential Code, the 2012 International Mechanical Code, the 2012 International Plumbing Code, the 2011 National Electrical Code, the 2012 International Fuel Gas Code and the 2012 International Energy Conservation Code", and ordinance adopting the same by reference, amending the Avondale City Code, Chapter 4, Buildings and Building Regulations, relating to Building Codes, establishing an effective date and providing penalties for violations. The Council will take appropriate action.

7 ADJOURNMENT

Respectfully submitted,



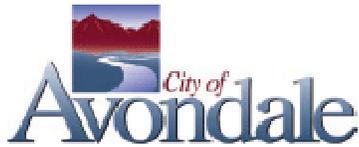
Carmen Martinez
City Clerk

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.

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council may be audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

De acuerdo con la ley A.R.S. § 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad política haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes éstos aparezcan en estos videos o grabaciones de audio. Los padres puedan ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabación de la junta. Si hay algún menor de edad presente durante la grabación, la Ciudad dará por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. § 1-602.A.9.



CITY COUNCIL REPORT

SUBJECT:

Liquor License Series 14 - Raceway Elks #2852

MEETING DATE:

June 3, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is recommending approval of a liquor license application for a Series 14 Private Club license to sell all spirituous liquors at the Raceway Elks Lodge #2852 located at 215 W Van Buren Street in Avondale.

BACKGROUND:

The Elks is a fraternal organization dedicated to projects of charity and patriotism. The Raceway Elks Lodge #2852 was established in Avondale in 2007. Up until now, they have been leasing space at the Masonic Temple on Dysart Road to hold their meetings and social events. Due to the location's close proximity to Agua Fria High School, they could not obtain a permanent liquor license. As a non-profit organization they can apply for a maximum of ten special event liquor licenses per year and over the last few years, Council has considered and approved numerous applications for events that have allowed the Elks to raise funds to support their many charitable projects.

DISCUSSION:

After a long and extensive search for a building that would allow them to have a permanent liquor license, the Raceway Elks have found a permanent home in the building formerly occupied by Daddy Dukes.

The City Clerk's Department has received an application from Gary Bruce for approval of a Series 14 Private Club License to sell all spirituous liquors at the Raceway Elks Lodge #2852 located at 215 W Van Buren Street. The required fees totaling \$850.00 have been paid.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. As required by state law and city ordinance, the application was posted at the location for the required period of time starting May 13, 2013 and a notice was published in the West Valley View on May 24 and May 28, 2013. No comments have been received.

The Development Services, Police, and Fire Departments have reviewed the application and are recommending approval. While not required by the ordinance, the application was also reviewed by the Finance Department which has determined that the business is in good financial standing with the City. Department comments are attached.

RECOMMENDATION:

Staff is recommending approval of a liquor license application for a Series 14 Private Club license to sell all spirituous liquors at the Raceway Elks Lodge #2852 located at 215 W Van Buren Street in Avondale.

ATTACHMENTS:

Click to download

- [Application](#)
- [Review by Departments](#)
- [Posting photos](#)
- [Vicinity Map](#)

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor

Phoenix, Arizona 85007

www.azliquor.gov

602-542-5141

13 APR 18 11:47 AM '14

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
INTERIM PERMIT Complete Section 5
NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16
PERSON TRANSFER (Bars & Liquor Stores ONLY) Complete Sections 2, 3, 4, 11, 13, 15, 16
LOCATION TRANSFER (Bars and Liquor Stores ONLY) Complete Sections 2, 3, 4, 12, 13, 15, 16
PROBATE/WILL ASSIGNMENT/DIVORCE DECREE Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16

SECTION 2 Type of ownership:

- J.T.W.R.O.S. Complete Section 6
INDIVIDUAL Complete Section 6
PARTNERSHIP Complete Section 6
CORPORATION Complete Section 7
LIMITED LIABILITY CO. Complete Section 7
CLUB Complete Section 8
GOVERNMENT Complete Section 10
TRUST Complete Section 6
OTHER (Explain)

SECTION 3 Type of license and fees

LICENSE #(s): Series 14 14073009

1. Type of License(s): PRIVATE CLUB
\$1150

Department Use ONLY
2. Total fees attached: \$ 160

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

- 1. Owner/Agent's Name: Mr. BRUCE GARY Joseph
2. Corp./Partnership/L.L.C.: Raceway ELKS #2852
3. Business Name: RACEWAY ELKS #2852
4. Principal Street Location: 215 W. VAN BUREN ST. AVONDALE MARICOPA 85323
5. Business Phone: (623) 547-2852 Daytime Phone: Email:
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address:
8. Price paid for license only bar, beer and wine, or liquor store: Type 14 \$1150 Type \$

DEPARTMENT USE ONLY

Fees: Application 100 Interim Permit Site Inspection 660 Finger Prints \$ 194.00 TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: [Signature] Date: 4/18/2013 Lic. # 14073069

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

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
 MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

_____ day of _____
 Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City, State, Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City, State, Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
 If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.
- L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: _____
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: _____ State where Incorporated/Organized: _____
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: RACEWAY ELKS #2852 Date Chartered: 12-15-2007
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	CONTROLLING MEMBER	Mailing Address	City State Zip
BRUCE	GARY	Joseph	CHAIRMAN OF TRUSTEES		
ELIA	DAVID	ANTHONY	CONTROLLING MEMBER		
VEITH	WILLIAM	BERNARD	CONTROLLING MEMBER		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

- 1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
- 2. Assignee's Name: _____
Last First Middle
- 3. License Type: _____ License Number: _____ Date of Last Renewal: _____
- 4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

- 1. Governmental Entity: _____
- 2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

- 1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
- 3. Current Business Name: _____
(Exactly as it appears on license)
- 4. Physical Street Location of Business: Street _____
City, State, Zip _____
- 5. License Type: _____ License Number: _____
- 6. If more than one license to be transfered: License Type: _____ License Number: _____
- 7. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
- 8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- 9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, _____, hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

Day Month Year

(Signature of NOTARY PUBLIC)

My commission expires on: _____

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name _____
(Exactly as it appears on license) Address _____ 10 APR 18 Lic. # 215
2. New Business: Name _____
(Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 1056 ft. Name of school LATTIE COOR ELEMENTARY
Address 1406 N. CENTRAL AVE. AVONDALE, AZ 85323
City, State, Zip
2. Distance to nearest church: 1584 ft. Name of church FIRST SOUTHERN BAPTIST CHURCH
Address 1301 N. CENTRAL AVE. AVONDALE, AZ 85323
City, State, Zip
3. I am the: Lessee Sublessee Owner Purchaser (of premises)
4. If the premises is leased give lessors: Name _____
Address _____
City, State, Zip
- 4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease ___ yrs. ___ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other _____
(give details - attach additional sheet if necessary)
5. What is the total business indebtedness for this license/location excluding the lease? \$ 198,750
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
NATIONAL BANK OF ARIZONA			\$198,750	9878 W. Camelback Rd.	Glendale	
					AZ	85305

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? FRATERNAL - PRIVATE Club

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?

YES NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO

9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # _____ (exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
If yes, give the name of licensee, Agent or a company name:

_____ and license # _____
Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:

Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
If yes, what is your estimated opening date? _____
month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

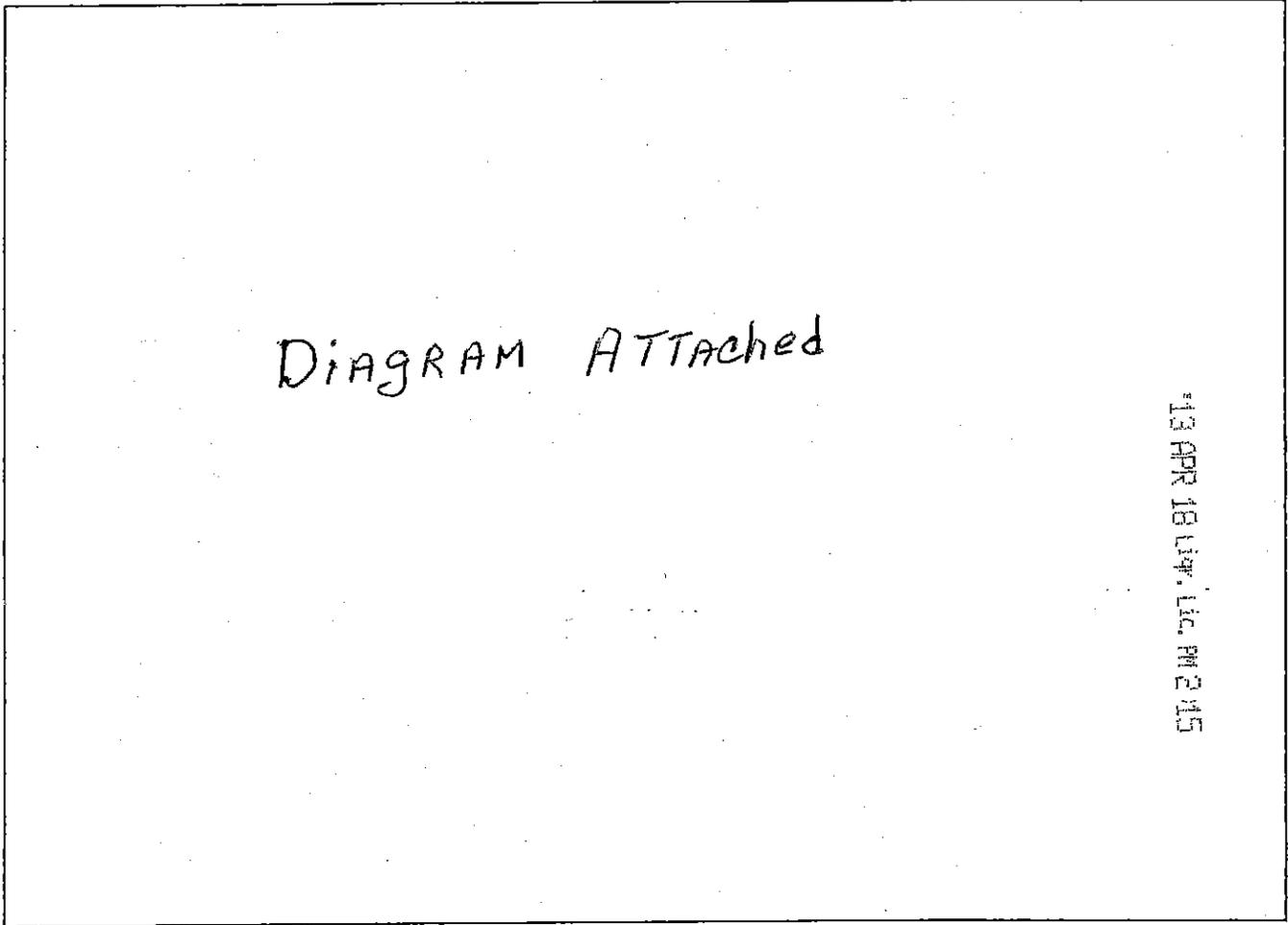
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.


applicants initials

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, GARY JOSEPH BRUCE, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [Signature]
(signature of applicant listed in Section 4, Question 1)



State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

18 of April, 2013
Day Month Year

[Signature]
signature of NOTARY PUBLIC

My commission expires on: July 22, 2013
Day Month Year

FLOOR PLAN

Address

215 W. VAN BUREN ST.
AVONDALE, AZ. 85323

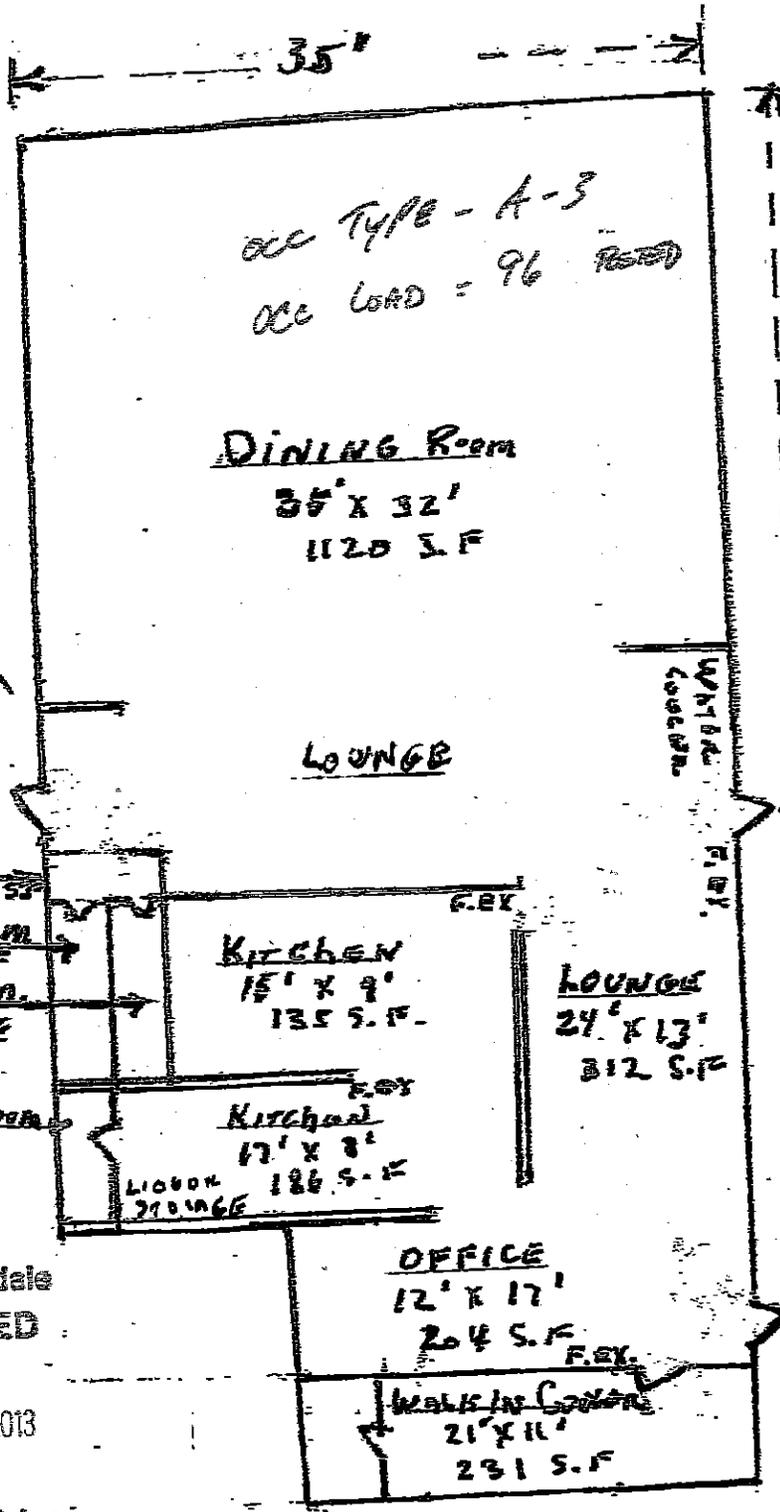


13 APR 18 10:41 AM '13

PLANNING ADMINISTRATION

Approved with Conditions
 Approved
 Denied

4/1/13
Date



ENTRANCE / EXIT →

ENTRANCE / EXIT →

ENTRANCE / EXIT ↓

City of Avondale
APPROVED

APR 1 2013

Building Division

By:

13 APR 18 1977. U.S. #2 14

BY-LAWS and Rules of Order OF

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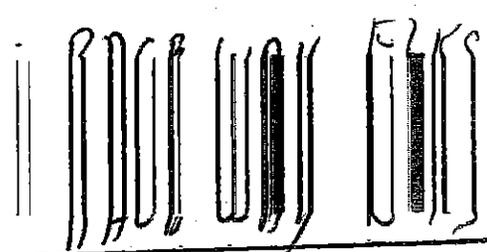
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 Lodge No. 2852

~~AVONDALE~~ AZ
 City or Town State

of the

BENEVOLENT AND PROTECTIVE ORDER OF ELKS of the United States of America *A Fraternal Organization*

PREFACE

The masculine words appearing herein shall include the feminine gender as circumstances may require.

BY-LAWS
BY-LAWS

ARTICLE I: NAME

Section 1. This Lodge, under the provisions of its Dispensation and Charter shall be known as POULTRY FLU Lodge No. 2852, of the Benevolent and Protective Order of Elks of the United States of America.

ARTICLE II: MEMBERSHIP

Section 1. The Members of this Lodge shall be all persons who have been, or may hereafter be, duly elected and initiated under the authorized ritual, or affiliated with it, and are in good standing in the Order.

Sec. 2. Applications for membership shall be received only from citizens of the United States of America who pledge allegiance to and salute the American Flag, who are of good character, not under the age of twenty-one years, and who believe in God.

No person shall be accepted as a Member of this Order who is directly or indirectly a member of or in any way connected with the Communist Party, or who believes in the overthrow of our Government by force.

Sec. 3. Any person desirous of membership shall make application in the manner provided by the Laws of the Order.

Sec. 4. It shall be the duty of the Members to report any change of residence as soon as possible to the Secretary of the Lodge.

NOTE: See Sec. 1.090, Statutes of the Order.

~~Sec. 5.~~ The Lodge shall give a Member who secures applications for new or reinstated memberships (insert/attach description)

DELETE

NOTE: In order to be effective, this Section must be approved by the Lodge as an amendment to its By-Laws. If the Lodge does not adopt this provision, Section 5 should be deleted.

NOTE: See Sec. 14.010, Statutes of the Order.

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ARTICLE II-A: ASSOCIATE MEMBERSHIP

Section 1. The Governing Body of the Lodge as designated in Article IX can grant Associate Membership to Members in good standing in other Lodges solely for the use of the Lodge's social facilities upon such terms as it may prescribe.

NOTE: See Sec. 14.130, Statutes of the Order.

ARTICLE III: LIFE MEMBERSHIP

Section 1. The Lodge, by an affirmative secret ballot of two-thirds of those present at a regular Lodge meeting, may elect a member in good standing to Life Membership upon the payment in advance of * 1500 dollars.

***NOTE:** The fee must be at least equal to 25 times the amount of the annual dues (Lodge portion only, as specified under Article X, Sec. 2c of these By-Laws), and in no case less than \$600.00.

Sec. 2. A Lodge, by an affirmative secret ballot of two-thirds of those present at a regular Lodge meeting, may elect to Life Membership any of its members in good standing, who shall have paid to a Lodge or Lodges required annual dues for a period of not less than * 30 years preceding his election, not less than the last * 10 years of which must have been with this Lodge, and who has attained the age of not less than 65 years.

***NOTE:** The number of dues paying years shall be not less than 30 and Member shall have attained the age of not less than 65 years, and the number of years provided for in the Lodge where initial application is made shall not be less than ten, and may be more. This provision, as well as the granting of any Life Memberships, is optional with the Lodge and must be provided for in the Lodge By-Laws, both here and under Article X, Sec. 2, Life Member Dues. For purposes of calculating years of membership under this Section, the first year of membership, or any part thereof, shall be deemed a full year. See Sec. 14.260, Statutes of the Order.

Sec. 3. The Lodge may, by an affirmative secret ballot of two-thirds of those present at a regular Lodge meeting, elect a member in good standing to Honorary Life Membership for distinguished services to the Lodge or to the Order. Mere services as a Lodge Officer or Committeeman shall not be considered as sufficient distinguished service.

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BY-LAWS

Sec. 4. Nomination for Life Membership must be in writing and the nomination for Honorary Life Membership must set forth the distinguished services rendered in detail. The Exalted Ruler shall set a date for the ballot on the nomination which shall be not later than the third regular meeting after it is presented. All Members shall receive notice, by the Secretary, at least ten days prior to the date on which the vote will be taken. The notice for election to Honorary Life Membership shall contain the full text of the written nomination. A rejected nomination cannot be presented again within a period of one year from the date of rejection.

NOTE: See Sec. 14.270, Statutes of the Order.

****NOTE: See Article X, Sec. 2 for Dues and Assessments for all Life Members.**

ARTICLE IV: MEETINGS

Section 1. The regular meetings of this Lodge shall be held on 2-7 evening(s) in each month throughout the year, except that in the months of July, August, and December meetings of the Lodge shall be held on the 2-24 evening of each thereof.

NOTE: See Sec. 15.070, Statutes of the Order.

Sec. 2. The regular hour of meeting shall be 7 PM o'clock p.m.; but at any time, however, when convenience requires, the regular meeting may be held at an hour to be determined by vote of the Lodge to that effect at the previous meeting, provided that written notice of such change of meeting hour shall be given to all the Members.

Sec. 3. Social sessions may be held in accordance with the Laws of the Order. The proceedings thereof shall be characterized by considerate behavior, and no vulgarity, profanity, or indecent conduct shall be permitted, under penalty of discipline to offenders. The members of the committee in charge of such social session shall be held responsible for the proper conduct thereof.

Sec. 4. A minimum of Nine Members of this Lodge, at least two of which shall be elected Officers, shall constitute a quorum for the transaction of the business of this Lodge in a regular or special meeting. For any Lodge Committee or Board to legitimately transact its business, a quorum of a simple majority of that body's members of record must be present, unless the Statutes provide otherwise.

NOTE: See Secs. 1.160, 8.010, Statutes of the Order.

ARTICLE V: ELECTIVE OFFICERS AND DUTIES

Section 1. The elective Officers of this Lodge shall be an Exalted Ruler, an Esteemed Leading Knight, an Esteemed Loyal Knight, an Esteemed Lecturing Knight, a Secretary, a Treasurer, a Board of Trustees consisting of 5 members, and a Tiler; and no member can simultaneously hold more than one office in the Lodge, elective or appointive. No Lodge Officer shall simultaneously occupy another position in the Lodge, whether as a paid employee or otherwise, when the relationship between the Lodge Office held and the other position occupied is such as to give rise to an apparent, potential or actual conflict of interest.

NOTE: See Sec. 12.160 and 15.010, Statutes of the Order.

NOTE: Sec. 3.020, Statutes of the Order, provides that a Lodge, at its option, may limit by appropriate By-Law either the number of consecutive terms or the number of consecutive years during which a Member may hold the same office.

OF THE EXALTED RULER

Sec. 2. The Exalted Ruler shall be the Executive Officer of the Lodge and ex-officio member of the Board of Trustees without vote. Except as otherwise provided by Statute, it shall be the duty of the Exalted Ruler to preside at all meetings of the Lodge, call special meetings when necessary, appoint all committees as provided in Section 13.020 of the Grand Lodge Statutes, or by vote of the Lodge, designating the Chairman thereof and have general supervision over all matters appertaining to the Lodge; he shall attend all officially called District Deputy Clinics for his Lodge unless excused for good cause shown to the District Deputy with jurisdiction and see that harmony is preserved and the Laws of the Order enforced; he shall act as the representative of this Lodge to the Grand Lodge and perform such other duties as may be required of him by the Laws of the Order and the By-Laws of this Lodge. It shall be the duty of the representative to the Grand Lodge to attend the Annual Session thereof and to submit a report to his Subordinate Lodge not later than the first regular meeting in October. The Lodge shall pay such representative not less than the amount provided for transportation and per diem while necessarily engaged in travel and for each day actually spent in attendance at the Session, as provided in Section 4.240 of the Statutes of the Order.

NOTE: Sec. 12.120 of the Statutes of the Order fixes the minimum to be allowed representatives to the Grand Lodge Sessions. See also Sec. 4.240, Statutes of the Order.

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**OF THE ESTEEMED LEADING, LOYAL, AND
LECTURING KNIGHTS**

Sec. 3. Except as otherwise provided by Statute, it shall be the duty of the Esteemed Leading Knight, Esteemed Loyal Knight and Esteemed Lecturing Knight to assist the Exalted Ruler in the performance of his duties as above stated and to officiate for him in his absence, in the order of their rank named in the Constitution; and they shall each be invested at such times with his full powers and prerogatives, and subject to his duties. In the absence of the Exalted Ruler, the Officer next in rank shall organize the Lodge and designate the Members who shall fill the vacancies during the meeting, or until the absent Officers appear, when the latter must take their official places in the Lodge. They shall also perform the duties pertaining to their offices, as provided by the Laws and Ritual, and any other duties imposed upon them by the Lodge. The Leading Knight shall attend all officially called District Deputy Clinics for his Lodge unless excused for good cause shown to the District Deputy with jurisdiction.

NOTE: See Sec. 12.040, Statutes of the Order.

OF THE SECRETARY

Sec. 4. It shall be the duty of the Secretary to keep correct minutes of all meetings of the Lodge, to keep correct accounts between the Lodge and its members; assign each member a number and place the same opposite his name on his membership card; keep correct mailing lists of the members of the Lodge, both in the Secretary's office and in the file of the Circulation Department of The Elks Magazine, with the mailing address of each member indicated thereon. Corrections of the mailing list at the office of The Elks Magazine should be made immediately upon the Secretary acquiring knowledge of the necessity thereof, using methods conforming to the requirements of The Elks Magazine for each new member initiated into the Lodge or affiliated therewith by Certificate of Release, Certificate of Status, Absolute Dimit or Reinstatement; for the removal of such members as shall have died, been dimitted, expelled, or dropped from the rolls; for the new address of each member who shall have changed his address or affiliated by Transfer Dimit. In addition, he shall be required to annually compare the Lodge mailing list with records maintained by the Elks Magazine and promptly report discrepancies to the Elks Magazine as requested or submit the Lodge mailing list by electronic media.

He shall receive all moneys due to the Lodge, from any source whatever, paying the same to the Treasurer at the earliest practicable moment, and taking his receipt therefor; and receive all moneys due the Grand Lodge from members as annual dues, paying the same to the Treasurer at the earliest practicable moment. He shall attend to all the correspondence, subject to the approval of the Exalted Ruler, and he shall promptly present all communications received by him to the Lodge, having first submitted the same to the Exalted Ruler. He shall issue all certificates appertaining to the business of the Lodge; shall inform persons elected of the fact, and notify rejected applicants. He shall mail notice in writing to all Members of the Lodge, of all applications for affiliation, membership, or Life Membership, giving the name and address of the candidate, his business, and the name of his proposer, if any, and the time when action will be taken upon such application.

It shall be the duty of the Secretary to give and serve a ten-day written notice to the entire membership of the Lodge, showing the details of any proposition to sell, lease, purchase, exchange, finance, make a gift, or make substantial alterations on the real property of the Lodge, before a vote can be had upon such proposition. When, and if, such sale, exchange, alteration, gift or mortgage financing shall be voted by the Lodge, after due and proper notice, it shall be the duty of the Secretary to forward application for permit and such information to the Board of Grand Trustees, as may be required by the provisions of Sec. 16.050, Statutes of the Order. All of the provisions of the Section relating to realty shall apply equally to furnishings, fixtures and equipment.

It is further the duty of the Secretary to annually compile a list of the members owing one year's dues to the Lodge, report said delinquency to the Lodge and notify said members of their delinquency, in accordance with the provisions of Sec. 14.160 of the Statutes of the Order. It is further the duty of the Secretary to drop from the rolls the delinquent members prior to April 1 of each year, after complying with the provisions of said Sec. 14.160.

It is further the duty of the Secretary to see that the Articles of Incorporation and By-Laws of this Lodge shall be recorded or filed, as notice to the public, when State law permits or requires such recording or filing.

It is further the duty of the Secretary to file complaint under the provisions of Sec. 16.050 against any member or Officer wilfully violating such Section.

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He shall notify the members of all committees of their appointment, together with the subject given into their charge; copy reports in the minute book, when directed so to do; require members to pay their dues in advance of each upcoming dues period; send a written notice to all members in arrears for dues; attend to all duties required by the Laws of the Order, and all such other duties as may be legally imposed upon him by the Lodge and are inherent in and pertain to the duties of his office. He shall have charge of the seal, books, papers and records of the Lodge, under the direction of the Exalted Ruler. He shall, on or before the first day of May of each year, return the blanks furnished by the Grand Secretary to that Officer, properly filled out, with check or draft to pay in full all indebtedness of the Lodge to the Grand Lodge, including all Grand Lodge dues collected or due from members of this Lodge, and said report shall bear the signatures of the Exalted Ruler and Secretary, and an impression of the Lodge seal attached; and to certify to the Grand Secretary the vote of the Lodge upon all constitutional amendments. On the 1st day of November he shall furnish to the office of the Grand Secretary such membership statistics as may be required, on the forms to be supplied by the Grand Secretary. He shall attend all officially called District Deputy Clinics for his Lodge unless excused for good cause shown to the District Deputy with jurisdiction. For the faithful performance of his duties he shall receive as compensation \$2400. dollars per annum, payable MONTHLY \$200.00

When he retires from office he shall immediately deliver all the books, papers, and other property in his charge belonging to the Lodge to his successor in office, or whomsoever the Lodge may appoint. He shall present a written report of the transactions of his office semi-annually, at the first regular meetings in the months of April and October. He shall also report to the Grand Secretary all expulsions and suspensions of members, giving the name, age, birthplace, residence and occupation. He shall be required to give bond to the Lodge in the sum of \$7500 dollars for the faithful performance of his duties.

NOTE: See Sec. 12.050, Statutes of the Order. See Sec. 16.050, Statutes of the Order. *This Bond must be at least \$5,000.00.

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OF THE TREASURER

Sec. 5. It shall be the duty of the Treasurer to receive all the Lodge moneys from the Secretary, giving him a receipt therefor; and, except as otherwise provided by By-Laws, he shall be the Treasurer of all Committees of the Lodge, and shall handle all funds of all Committees and of every activity of the Lodge; pay all bills against the Lodge as ordered thereby on vouchers signed by the Exalted Ruler and Secretary, keeping a correct account, under their proper dates, of the amounts and sources of receipts and the amounts and purposes of disbursements, taking proper vouchers for the various items thereof. He shall, at such times as the Lodge may direct or the Exalted Ruler require, present for examination all books, papers, vouchers, etc., that may be necessary to a proper auditing of his accounts. He shall also perform such other duties as are required by the Lodge, and are compatible with his office. Whenever the amount of unappropriated cash in his possession shall exceed \$500.00 dollars, he shall notify the Chairman of the Board of Trustees. He shall present a report at each regular meeting showing the condition of the funds of the Lodge. He shall be required to give bond to the Lodge in the sum of \$7500.00 dollars for the faithful performance of his duties, and shall receive as compensation for his services the sum of \$100.00 dollars per annum, payable ~~at the end of each year~~ QUARTERLY.

NOTE: See Sec. 12.060, Statutes of the Order.

*This Bond must be at least \$5,000.00.

OF THE TILER

Sec. 6. It shall be the duty of the Tiler to attend at the outer door of the Lodge at all its regular and special meetings, and permit no person to enter without being satisfied of his right to do so, nor without previous announcement through the Inner Guard and formal permission of the Exalted Ruler. He shall require all Members to show their membership cards, and in addition require visiting Members to register their names in a book kept for that purpose. He shall remain at the Lodge rooms until the close of all meetings, whether business or social. He shall assume charge of all jewels, regalia, and other like Lodge property, and be held responsible for the same, seeing that it is in proper condition for all meetings of the Lodge, whether business or social. He shall furnish all necessary paraphernalia by order of the presiding Officer, have charge of the keys of the Lodge doors, and see that all property of the Lodge is stored in safety before leaving the Lodge rooms. For the faithful performance of his duties he shall receive as compensation for his services the sum of 0 dollars per annum, payable 0.

NOTE: See Sec. 12.080, Statutes of the Order.

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OF THE TRUSTEES

Sec. 7. The Board of Trustees, after each annual installation, shall meet and organize by the election of a Chairman and a Secretary, who shall be members of such Board. The Chairman of the Board of Trustees shall attend all officially called District Deputy Clinics for his Lodge unless excused for good cause shown to the District Deputy with jurisdiction. Said Board shall have the following powers subject to the control of the Lodge; it shall have control of the funds, investments and property of the Lodge, whether real or personal, not otherwise provided for by law; it shall receive and collect the income and rents from said property, and pay the same through the Secretary to the Lodge; shall execute all leases, contracts or other papers necessary or proper in the premises when authorized by the Lodge and the provisions of Sec. 16.050, Statutes of the Order, and shall perform such other duties as may be required by the Laws of the Order and the By-Laws of this Lodge, and as are compatible with the office. It shall see that the provisions of Sec. 16.050, Statutes of the Order, are strictly complied with, especially the provisions for the vote of the Lodge, before executing any contract, including Real Estate sales contracts.

It shall hold at least one regular meeting each month and such special meetings, subject to the call of the Chairman, as may be required for the fulfillment of its duties, keeping correct minutes thereof. The Exalted Ruler shall be given the same notice of all meetings in the same manner as given to other members of the Board. In addition to the minute book, it shall keep a separate record of such investments as it may make from time to time under the direction of the Lodge, and said record shall show clearly the original cost of such investments, the dates and amounts of the receipts arising as interest or profit upon such investments, the dates and amounts of bank deposits made by it, and the dates and amounts of such drafts as may from time to time be made from the bank by order of the Lodge. Whenever it may become aware, by notice or otherwise, that the amount of unappropriated cash in the hands of the Treasurer exceeds \$5.00⁰⁰ dollars, the Board of Trustees may demand and receive from said Treasurer all unappropriated moneys in excess of said 5.00⁰⁰ dollars, giving its receipt therefor, and it shall deposit the same in one of the banks selected for deposit purposes by vote of the Lodge, or it may invest the same in such manner as the Lodge may have otherwise directed.

It shall purchase all supplies ordered by the Lodge and all blanks, books and stationery required by the Officers for the proper performance of their duties.

It shall establish an Accident Prevention Program, with one member designated as Accident Prevention Manager, to continually review and implement a policy, in concert with Grand Lodge and State Association programs, to protect the Lodge from claims for accidents and injuries.

It shall receive and hold the bonds of the Officers of the Lodge, and shall exercise a general supervision over the property of the Lodge, keeping an account of the same which shall show in detail the estimated value of such property, and it shall make such additions thereto from time to time as the Lodge may order. It shall present a written report of its transactions monthly, at the first regular meeting in each month.

The Board of Trustees shall present, not later than the final regular meeting of the Lodge in April, to the Lodge a segregated Budget, making appropriations for each of the several objects for which the Lodge must or may provide, out of moneys known to be in the possession of the Lodge or estimated to come into it during the ensuing Lodge year, the Lodge year of the Lodge commencing as required by Statute, on April first.

Said Budget, either in its original or modified form, must be adopted by the Lodge at said meeting or the next following regular meeting. After such Budget has been adopted, all expenditures by the Lodge during the said Lodge year must be kept within the limits of the appropriations therein made. When a proposal is made for any expenditure in excess of such adopted Budget, such proposal shall be promptly referred to the Board of Trustees for consideration and written recommendation to be filed not later than the next regular Lodge meeting. Such proposal may then be adopted by not less than two-thirds vote of the Lodge members present at a regular meeting. Such Budget may include an item for contingent purposes to cover unforeseen emergencies of the Lodge, and funds therefrom may be appropriated by a two-thirds vote of the members present, at a regular meeting. Any unexpended balances of appropriations contained in said Budget shall be available only for appropriation in the next following Lodge year in accordance with the Budget for that year.

It shall be the duty of the Board of Trustees to see that the provisions of Sec. 16.050, Statutes of the Order, relating to the sale, lease, purchase, exchange, gift or substantial alteration of Lodge real estate, shall be strictly complied with.

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(In Lodges where by By-Law a Budget Committee is provided for, the Budget shall be prepared by the Budget Committee and not by the Trustees, and the report of such Budget Committee made to the Lodge not later than the final regular meeting in April.)

NOTE: See Sec. 12.070 and Sec. 16.050, Statutes of the Order. See Sec. 16.020, Statutes of the Order, where Lodge is incorporated and has Corporate Board.

OF ALTERNATE REPRESENTATIVE TO GRAND LODGE

Sec. 8. The duties of the Alternate Representative to the Grand Lodge shall be those prescribed by the Laws of the Order.

NOTE: See Sec. 12.120, Statutes of the Order. (Election to this position does not make the holder a Lodge Officer.)

ARTICLE VI: APPOINTIVE POSITIONS AND DUTIES

Section 1. Before his installation, the Exalted Ruler-elect shall appoint an Esquire, a Chaplain, an Inner Guard (and an Organist, if available), and after his installation, shall appoint a Presiding Justice of the Subordinate Forum and a Mediator as provided by Sec. 13.020 of the Statutes of the Order.

NOTE: See Sec. 12.010 and 13.020, Statutes of the Order.

OF THE CHAPLAIN AND INNER GUARD

Sec. 2. The Chaplain and the Inner Guard shall perform such duties as may be required by the confidential work, and such other duties as may be required of them by the Laws of the Order or the By-Laws of the Lodge.

NOTE: See Sec. 12.100, Statutes of the Order.

OF THE ESQUIRE

Sec. 3. The Esquire shall organize the Lodge, examine and introduce candidates and visiting Members, superintend the confidential work and ballots for initiation and affiliation, and transmit official messages within the Lodge, as directed by the Exalted Ruler, and in all public displays by the Lodge he shall officiate as Marshal. He shall perform such other duties as may be required of him by the Laws of the Order or the By-Laws of the Lodge.

NOTE: See Sec. 12.090, Statutes of the Order.

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OF THE MEDIATOR

Sec. 4. The Mediator shall perform such duties as are provided for by the Laws of the Order.

NOTE: See Sec. 8.015, Statutes of the Order. (Appointment to this position does not make the holder a Lodge Officer.)

OF THE PRESIDING JUSTICE

Sec. 5. The Presiding Justice of the Subordinate Forum shall perform such duties and exercise such powers as a member of said Forum as are provided for by the Laws of the Order.

NOTE: See Art. VI, Sec. 4, of the Constitution, and Sec. 8.010, 8.020, 8.040, 8.050, 8.070, 8.080, 8.090, 8.100, 8.120, 8.130, 8.140, 8.160, 8.180 and 13.020, Statutes of the Order. (Appointment to this position does not make the holder a Lodge Officer.)

OF THE ORGANIST

Sec. 6. The Organist shall officiate at the opening and closing of the Lodge, and during initiations, as well as when otherwise required by the work of the Lodge. He shall receive as compensation for actual attendance at each meeting, regular or special, as well as each social session when his services are required, such sums as the Lodge may from time to time direct.

NOTE: See Sec. 12.010 and 12.110, Statutes of the Order.

[Optional — delete if no Organist.]

ARTICLE VII: NOMINATION, ELECTION, AND INSTALLATION OF OFFICERS

Section 1. Nominations for offices to be filled at the annual election in Lodges shall be made in the order in which they appear in Section 2 of Article VII of the Constitution of the Order at any regular meeting of the Lodge on or after the 1st of January if meetings are held only monthly, or on or after the 1st day of February if multiple meetings are held monthly and prior to the date of the annual election provided, however, that if no nomination for a particular office shall have been made prior to the date of such election, or if all candidates previously nominated for a particular office shall have declined or withdrawn, nominations for that office may be made on the date of election. If a Member has been nominated for more than one office, he must declare that he accepts one nomination and withdraw from other nominations before the close of the last regular meeting of

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the Lodge prior to the regular meeting at which the election is to be held, and if he does not do so, he must accept only the first nomination. No Member, unless nominated in accordance with this Section, shall be eligible to election at any such annual election. Only a Member in good standing shall be eligible for nomination to office in the Lodge of which he is a Member.

NOTE: See Sec. 3.080, Statutes of the Order.

Sec. 2. The annual election shall be held at the ^{2nd} ~~1st~~ regular Lodge meeting held in February of each year.

NOTE: See Sec. 3.090, Statutes of the Order.

Sec. 3. At all elections for Officers, the Exalted Ruler or a Past Exalted Ruler shall preside. He may appoint two Members to act as tellers to receive, sort and count the votes, and the ballot box must be placed in full view of the Lodge. The election shall be by written or printed ballot, uniform in size and color, which shall contain in regular order a list of the offices to be filled. If by written ballot, it shall conform to such other regulations as the Lodge may direct; if by printed ballot, it shall contain, beneath the title of each office to be filled, the names of the candidates for such offices, and there shall be a blank space beneath each office for which no one has been nominated previous to the night of election. When printed ballot is used, each Member voting shall indicate his choice by a cross or an "x" placed opposite the name of each candidate he votes for, and the preparation and casting of each ballot shall be secret and without assistance, except in case of physical disability, and suitable arrangements therefor shall be made by the Lodge. No ballot shall be cast or counted other than ones provided by the Secretary. After all who are entitled to do so have voted, the ballot shall be declared closed; one of the tellers shall then examine each ballot singly and pass the same to his associate, who shall read the name or names written thereon, and the Secretary shall tally the same, from which tally list the presiding Officer shall announce the result to the Lodge, and shall declare the candidates receiving a majority of the votes cast duly elected. Should no nominee receive a majority of the votes, additional balloting shall be held eliminating from those ballots the nominee receiving the fewest votes on each ballot until a nominee shall receive the majority of the votes cast. When there is but one candidate in nomination, the Lodge may direct any Officer to cast the vote of the Lodge for such candidate. No member who is in arrears for dues shall be entitled to vote.

NOTE: See Sec. 3.090, Statutes of the Order.

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Sec. 4. The Officers shall be installed at a regular or special meeting of the Lodge to be held after March 15th and not later than April 15th after election provided that the installation of Officers prior to April 1st shall be effective as of April 1st. Should any elective Officer fail without good cause to present himself for installation at the regular time for installation or at a regular meeting of the Lodge within thirty days thereafter, the Exalted Ruler shall declare the office, to which the party so failing to appear for installation has been elected, vacant.

Sec. 5. Whenever an elective office shall become vacant, or no person is nominated for or elected to an elective office in accordance with the provisions of Statutes of the Order 3.080 and 3.090, or a Member, who has been elected dies, resigns or is otherwise incapable of serving or who will not be available for installation following his election, the Exalted Ruler shall, not later than the second regular meeting thereafter, order an election to fill such office for the unexpired term thereof or the full term, as the case may be. The Exalted Ruler may, at any time he deems expedient or necessary, appoint any Member in good standing of the Lodge to fill the vacancy so created, until such office is filled by election as provided herein, such appointee to have full power and authority to do all acts necessary and required of the office to which appointed. However, should an Officer be called to active Armed Forces duty as defined in Section 12.140, the Exalted Ruler must appoint an acting Officer to serve for the remainder of that Officer's term with no election held. Whenever the number of the Trustees of the Lodge shall be increased by Lodge By-Law, the election of the additional Trustees shall be held at the next regular meeting.

Elections to fill vacancies arising in the preceding paragraph shall take place at the next regular meeting after said order. Nominations for office may be made at the meeting when the Exalted Ruler orders the election and again at the meeting when the election is held. The vacancy caused by the election of another elective Officer to fill such vacancy may be filled at the same meeting. The voting procedure to fill a vacancy shall be governed by Section 3.090.

NOTE: See Sec. 3.090, 12.020 and 12.150, Statutes of the Order.

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ARTICLE VIII: COMMITTEES

Section 1. At the next regular meeting after his installation, the Exalted Ruler shall appoint the following Committees:

a. An Auditing & Accounting Committee consisting of not less than three members, none of whom can be the Lodge Secretary or Treasurer, a Trustee or a member of the Supervising or Managing Body of the Club, Social Parlor or other Lodge facility. The Auditing & Accounting Committee shall:

(1) Be charged with making all arrangements for completion and submission of the Lodge's Annual Financial Report to Grand Lodge and all required governmental agencies by June 15th for all entities of the Lodge whose fiscal year ends March 31st, in accordance with Sec. 13.040 of the Laws of the Order and the provisions of the Grand Lodge Auditing, Accounting & Management Manual.

(2) Secure a financial report of any other entity affiliated with the Lodge, having a fiscal year ending other than March 31st, within sixty days after the close of that fiscal year.

(3) Require the use by the Lodge of the Uniform Chart of Accounts provided for in Sec. 4.330 of the Laws of the Order.

(4) Review the year-to-date financial affairs and compliance with the approved budget of the Lodge in the months of July, October and January, and report at the last regular meeting of those months.

(5) Act on other financial matters as the Lodge may direct.

NOTE: See Sec. 4.330, 13.020 and 13.040, Statutes of the Order.

b. A Membership Committee consisting of not less than three members. The Membership Committee shall:

(1) Use such means and employ such methods as may be best adapted to secure applications for membership in the Order, and to increase the membership of the Lodge.

NOTE: See Sec. 13.020, 13.100 and 14.010, Statutes of the Order.

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(2) Carefully examine into the character of all applicants for membership, verify their statements made in the applications and report thereon at the next regular meeting of the Lodge or as soon thereafter as practicable. The Committee shall require that applicants personally appear before the committee and may require the proposer or proposers of an applicant to appear before the committee.

NOTE: See Sec. 13.020 and 13.060, Statutes of the Order.

(3) Prepare, supervise and conduct a planned program for indoctrination of candidates and their families, prior to initiation, in order that all candidates and their families may become fully informed as to the good works of the Order of Elks.

NOTE: See Sec. 13.020 and 13.070, Statutes of the Order.

(4) Investigate and report on all delinquencies in the payment of dues in the Subordinate Lodge, and shall use such means and employ such methods as may best be adapted to prevent the dropping from the rolls of any member for non-payment of dues, and to restore to membership such former members as may have been suspended or dropped by reason of delinquency. Said Committee shall report on its work at the first regular meeting in each month.

NOTE: See Sec. 13.020 and 13.090, Statutes of the Order.

c. A Community Activities Committee consisting of not less than three members. The Community Activities Committee shall:

(1) Have general charge and supervision of all matters pertaining to Elks activities of civic, social and community interest, excepting those allotted to other committees.

NOTE: See Sec. 13.020 and 13.150, Statutes of the Order.

(2) Plan Community projects emphasizing the charitable works of the Order.

d. A Lodge Activities Committee consisting of not less than three members. The Lodge Activities Committee shall:

(1) Be charged with implementing the Lodge Activities Program of the Lodge, its State Association and the Grand Lodge.

NOTE: See Sec. 13.020 and 13.091, Statutes of the Order.

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(2) Be charged with implementing the patriotic activities planned by the Grand Lodge and cooperating with other local organizations in fostering patriotic community endeavors.

NOTE: See Sec. 13.020 and 13.030, Statutes of the Order.

(3) Be charged with making all arrangements for "Flag Day Services" and the execution thereof, as required by the provisions of the Ritual and Sec. 2.030 of the Statutes of the Order.

NOTE: See Sec. 13.020 and 13.050, Statutes of the Order.

(4) Be charged with implementing the Government Relations Program of the Lodge, its State Association and the Grand Lodge.

NOTE: See Sec. 13.020 and 13.060, Statutes of the Order.

(5) Be charged with making all arrangements for the observance of "Elks Memorial Day" and the execution thereof, as required by the provisions of the Ritual and Sec. 2.020 of the Statutes of the Order.

NOTE: See Sec. 13.020 and 13.110, Statutes of the Order.

(6) Implement the program of the Elks National Veterans Service Commission within the Lodge as may be requested by the Commission in the furtherance of service to veterans, assist when called upon by the Armed Forces of the United States, respond to any call for aid and cooperation as might be requested by our National Government in any emergency and be available for cooperation in the event of disaster in any local area of the United States.

NOTE: See Sec. 13.020 and 13.130, Statutes of the Order.

(7) Be charged with implementing the Public Relations Program of the Lodge, its State Association and the Grand Lodge.

NOTE: See Sec. 13.020 and 13.140, Statutes of the Order.

(8) After their appointment, visit such Members of this Lodge, or of other Lodges, temporarily resident in this city, as shall have been reported to them as ill, and report their doings, in person or in writing, at the first regular meeting after such visits shall have been made.

NOTE: See Sec. 13.020 and 13.160, Statutes of the Order.

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e. A Youth Activities Committee consisting of not less than three members, The Youth Activities Committee shall:

(1) Prepare, supervise and conduct all Elks programs on behalf of the youth of the community, and shall have charge, supervision and responsibility for all youth programs of the Lodge, and all such matters as shall be referred to the Lodge by its State Association or the Grand Lodge Youth Activities Committee.

NOTE: See Sec. 13.020 and 13.170, Statutes of the Order.

(2) Be charged with implementing the Drug Awareness Program of the Lodge, the State Association and the Grand Lodge.

NOTE: See Sec. 13.020 and 13.041, Statutes of the Order.

(3) Be charged with implementing the Hoop Shoot Program of the Lodge, the State Association and the Grand Lodge.

NOTE: See Sec. 13.020 and 13.061, Statutes of the Order.

f. An Elks National Foundation Committee consisting of not less than three members. The Elks National Foundation Committee shall:

(1) As its primary duty, publicize the Elks National Foundation, to promote its programs, activities and charities, to encourage and solicit contributions, and to appropriately recognize all gifts made to the Foundation.

(2) Such Committee shall have no jurisdiction over the scholarship contests or other activities sponsored by the Foundation Trustees.

NOTE: See Sec. 13.020 and 13.120, Statutes of the Order.

Sec. 2. Special Committees may be appointed upon any item of business, and may consist of as many members as the Lodge in its discretion may think proper. The Treasurer of the Lodge shall be Treasurer ex-officio of every such special committee and he shall receive all funds coming to said committee and make disbursements therefrom as authorized by the Lodge.

NOTE: See Sec. 13.020, Statutes of the Order.

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Sec. 3. In case of the neglect of the Chairman to call a meeting in proper time, any member or members of a committee shall have power to call together as many members of the same as are accessible, and to consider the matter submitted by the Lodge; and they shall be empowered to report their conclusions to the Lodge, either jointly or individually.

Sec. 4. All members of committees or commissions, after notice of their appointment, shall give patient and diligent attention to the business entrusted to them, and report to the Lodge at the next stated meeting subsequent to their appointment, unless otherwise ordered by the Lodge.

All reports (except reports of progress) shall be made in writing, and signed by a majority. If a minority report be made, it shall be presented at the same meeting with the majority report.

Sec. 5. Every committee or commission shall have authority and power to call for such books, documents, papers and other articles as it may deem necessary to a correct understanding of the subject under consideration, or the business it shall have been charged with; and every Member of the Lodge notified to appear before a committee or commission, or to produce books, papers, or other articles in his possession or under his control, shall, unless excused by the committee or commission, attend at the time and the place specified, and continue his attendance until dismissed, and every witness who is an Elk called to testify in the matter shall give all information in his possession or be subject to trial for violation of his obligation.

NOTE: See Sec. 13.180, Statutes of the Order.

Sec. 6. The Lodge shall have a Past Exalted Rulers Association or Advisory Committee which shall consist of all of the Past Exalted Rulers, as defined in Section 1.140 of the Statutes of the Order, which shall advise with and extend its counsel to all Lodge Officers and Committees, and shall have the following duties, subject to the limitations imposed by the Constitution and Statutes of the Order.

- a. To elect its own Officers.
- b. To adopt rules for the conduct of its business.
- c. To hold meetings and to specify the dates of such meetings.
- d. To make recommendations for Lodge Committee appointments and candidates for office.
- e. To assist the Exalted Ruler.
- f. To engage in and make recommendations in other activities which will promote the good of the Lodge and of the Order.

NOTE: See Secs. 1.160 and 13.190, Statutes of the Order.

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ARTICLE IX: HOME, CLUB OR OTHER FACILITY

Section 1. The operation, management and control of the Home, Club or other facility owned and/or occupied by this Lodge shall be supervised and conducted by:

(a) The Exalted Ruler, Esteemed Leading Knight, Esteemed Loyal Knight, Esteemed Lecturing Knight, and the Trustees of the Lodge; or

~~(b) The Trustees of the Lodge; or~~

(c) ~~A House Committee consisting of~~ NO ~~members, to be appointed by the Exalted Ruler.~~

NOTE: The House Committee shall be not less than three nor more than 13 members, as determined by the Lodge and shown in the By-Laws.

~~(d) The Board of Directors of the Home (Club, etc.) Corporation, incorporated under Section 16.030, of the Laws of the Order, consisting of seven members.~~

NOTE: Either (a), (b), (c) or (d) must be used exactly as printed. Strike out the lettered Sections not used. For further guidance refer to Sec. 16.020, Sec. 16.040 and Sec. 16.030, Statutes of the Order, and the Instructions shown in the back part of these By-Laws on page 31.

NOTE: Employment of the Board of Directors' method of management under (d) is mandatory for, and limited to, a Lodge operating its Home, Club or other facility as a separate corporation under the provisions of Sec. 16.030, Statutes of the Order, as amended in 1967.

Sec. 2. The supervising or managing body of the Home, Club or other facility provided for herein, shall be subject to the control and direction of the Lodge, except those actions and decisions pertaining to an employment relationship and the fixing of prices for goods and services. It shall have power to suspend a member from Home, Club or other facility privileges for a period not exceeding one (1) year, for violation of rules adopted by the Lodge for such Home, Club or other facility, or conduct unbecoming an Elk on the Club premises, after ten (10) days written notice to such member served personally or by regular first-class mail and after a hearing before such supervising or managing body.

An appeal to the Lodge may be taken by a member suspended as hereinbefore provided by serving a Notice of Appeal, by personal service or by certified mail return receipt requested, upon the Secretary of the Lodge, no later than 10 days after receipt of written notice of suspension. The execution of suspension shall be automatically stayed upon service of the Notice of Appeal, as stated, pending disposition of the Appeal by the Lodge. The Secretary shall report the filing of Appeal forthwith to the Exalted Ruler and to the Lodge at its next regular meeting and the Exalted Ruler shall thereupon order Hearing of the Appeal at a regular meeting of the Lodge to be determined by him to be held not later than 45 days thereafter. Notice in writing of Hearing of the Appeal shall be given by the Secretary to the membership 10 days prior to the date specified therefore. Hearing of the Appeal by the Lodge shall be conducted by the Exalted Ruler and the Decision thereon determined by an affirmative secret ballot of two-thirds vote of the members present. The Lodge may affirm, modify or reverse the action appealed from and its Decision shall be executed forthwith.

A member owing any indebtedness to the Lodge, Home, Club or other facility mentioned herein may be dropped from the rolls of the Lodge in the manner specified in Sec. 14.170, Statutes of the Order.

Sec. 3. The supervising or managing body of the Home, Club or other facility mentioned herein shall present to the Lodge for approval, on or before the final regular Lodge meeting in April of each year, a separate and comprehensive budget, and shall likewise submit to the Lodge a monthly written report showing its financial condition and the condition of its budget, as provided in Sec. 16.040, Statutes of the Order.

The supervising or managing body of the Club shall hold at least one regular meeting each month and needed special meetings called by the Chairman. It shall keep minutes of each meeting of the supervising or managing body of the Club. The Exalted Ruler shall be given the same notice of all meetings of the supervising or managing body of the Club, and in the same manner, as is given to the other members of the supervising or managing body of the Club.

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ARTICLE X: FEES AND DUES

Section 1. The fee for initiation in this Lodge for an applicant who has passed his twenty-sixth birthday shall be * 75.00 dollars, _____ dollars to accompany the proposition, ~~and the balance to be paid when the candidate presents himself for initiation.~~

* This fee must be at least \$25.00. See Sec. 14.290, Statutes of the Order.

The fee for initiation in this Lodge for an applicant making application prior to his twenty-sixth birthday shall be † 75.00 dollars, _____ dollars to accompany the proposition, ~~and the balance to be paid when the candidate presents himself for initiation.~~

† This fee must be at least \$10.00. See Sec. 14.290, Statutes of the Order.

Sec. 2. On or before April 1st of each year, all Members, including Life Members, shall pay the Grand Lodge per capita fee, Grand Lodge per capita insurance assessment, and State Association dues, in addition to the appropriate regular or Life Member dues as specified in the remainder of this Section.

All Lodge dues hereafter specified shall be payable:*

(a) ~~semi-annually, in advance, on the first days of April and October in each year unless the Member chooses to pay the full year's Lodge dues on or before April 1st, or~~

(b) annually, in advance, on or before April 1st of each year.

*NOTE: If a Lodge adopts by amendment to require payment of the full Lodge annual dues on or before April 1st of each year, delete Subsection (a). If a Lodge does not select this option, delete Subsection (b).

(c) The regular Lodge dues shall be \$75.00 per year.

*NOTE: If figure entered in (c) above is different from prior approved dues, also adjust Article III, Sec. 1 (Page 3) to at least 25 times this new figure.

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(d) In addition to the amounts set forth in the first paragraph of this section, each Life Member shall pay \$ 15% ** towards Lodge administration expense.

**NOTE: If a Lodge adopts by amendment the optional assessment to Life Members for Lodge administration expense, this amount can not be less than \$5.00 nor more than one-half of the regular Lodge dues per year. If the Lodge does not adopt this assessment, Subsection (d) should be deleted. See Sec. 4.231, 14.150, 14.280, 14.300, Statutes of the Order.

Sec. 3. The reinstatement fee for an Elk holding an Absolute Dimit from this Lodge shall be \$ 75⁰⁰/₁₀₀ dollars. The affiliation fee for an Elk holding a Transfer Dimit from another Lodge shall be \$ 15⁰⁰/₁₀₀ dollars. The affiliation fee for an Elk holding an Absolute Dimit from another Lodge shall be \$ 15⁰⁰/₁₀₀ dollars. The fee for affiliation for an unaffiliated Elk holding a Certificate of Release from another Lodge shall be \$ 25⁰⁰/₁₀₀ dollars. The application for an unaffiliated Elk holding an Absolute Dimit from another Lodge or a Certificate of Release from another Lodge, who has been a bona fide resident within the jurisdiction of this Lodge preceding his application for membership herein, and the application of one holding an Absolute Dimit from this Lodge or who applies for membership on a Transfer Dimit, will be received and acted upon by this Lodge in the same manner as original applications for membership. An applicant seeking affiliation by Absolute Dimit or Certificate of Release shall pay to this Lodge the fee above specified and a proportionate share of the current dues of this Lodge prorated in the same manner as the dues of a new member. An applicant seeking affiliation by Transfer Dimit shall pay to this Lodge the affiliation fee above specified and dues for the period commencing with the period after which he has paid dues to the Lodge which granted the Transfer Dimit.

* This fee must be at least \$15.00

NOTE: See Sec. 14.110, 14.120, 14.170, 14.180, 14.230, 14.240 and 14.250, Statutes of the Order.

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Sec. 4. Upon application for reinstatement, a member whose name has been stricken from the rolls of this Lodge for non-payment of dues or debt may have his name restored to the rolls of the membership of the Lodge upon a secret ballot at a regular meeting of the Lodge taken upon such application. If the applicant receives a number of white balls at least equal to two-thirds of the votes cast, he shall be declared reinstated; but if he receives a number of white balls less than an amount equal to two-thirds of the votes cast, he shall be declared to be rejected, without prejudice to a future application after a lapse of six months thereafter. Before such reinstatement, the applicant shall pay to the Lodge a reinstatement fee of \$26.⁰⁰ dollars, and in addition thereto, a proportionate share of the current dues, prorated in the same manner as the dues of a new member, together with any indebtedness owing to the Lodge or Club.

* This fee must be at least \$15.00

During the sixty-day period between (mo/day) 6/1 and (mo/day) Aug 8-1 of each year, the fee for reinstatement in this Lodge of a Member stricken from the rolls of this Lodge for non-payment of dues shall be one (1) dollar.

NOTE: This clause should be deleted if not specifically adopted as a By-Law amendment by the Lodge, and cannot apply to the months of February, March, April or May if used.

If application is made within thirty (30) days of the date on which he is dropped from the rolls, he may be reinstated as a member in good standing. If the balloting shall result in rejection of the application, reinstatement shall be refused, without prejudice to a future application after a lapse of six months thereafter.

NOTE: See Secs. 14.160, 14.170 and 14.180, Statutes of the Order.

Sec. 5. The dues of any member who is sick or in distress may be remitted by a vote of not less than the majority of those present at a regular meeting of the Lodge. The dues of a member who is serving in a branch of the Armed Forces of the United States may be remitted during a period of war in which the United States is engaged, or during a period when service is made compulsory by Act of Congress of the United States, or during a period of national emergency proclaimed by the President of the United States.

NOTE: See Sec. 14.310, Statutes of the Order.

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Sec. 6. All dues from members shall be paid to the Secretary in person, or transmitted to him in registered letter, or by postal note, money order or check, payable to his order, and the Secretary shall immediately acknowledge receipt of the same.

A member owing one year's dues to the Lodge, including the Grand Lodge per capita fee, Grand Lodge per capita insurance assessment, and State Association dues, shall be dropped from the rolls prior to April 1st without the vote of the Lodge thereon, provided that such delinquent member has been given a written notice of the proposed action thereon not less than thirty days prior to April 1st by the Secretary of the Lodge, said notice to be delivered in person or sent by first class mail, postage prepaid, addressed to such member at his last known address; and provided further that the Secretary of the Lodge has reported said delinquency to the Subordinate Lodge at a regular meeting thereof at least thirty days prior to giving such written notice. Such notice shall inform the delinquent member that during the period of his delinquency, he is not entitled to the privileges of membership and that in the event of his being dropped for nonpayment of dues, he can be reinstated only in the manner provided by the Statutes of the Order.

A member owing any indebtedness to the Lodge or Club may be dropped from the rolls of the Lodge in the manner specified in Sec. 14.170, Statutes of the Order.

Sec. 7. An applicant for a Dimit from this Lodge, whether the same be a Transfer Dimit or an Absolute Dimit, before receiving such Dimit, shall discharge his entire indebtedness to the Lodge, including all of his dues in full for the period within which said application for a Dimit is filed, and provided further, he shall pay in full the Grand Lodge assessment for the current Lodge year. Further, the holder of a Transfer Dimit addressed to a Lodge in the process of organization shall continue to pay dues to this Lodge through the date of institution of the new Lodge and the completion of his affiliation therewith.

NOTE: See Sec. 14.110 and 14.120, Statutes of the Order.

Sec. 8. The Initiation fee and dues of any applicant who is a member of the Armed Forces on active duty and who meets the criteria stated in Section 5 may be remitted by a vote of not less than the majority of those present at a regular meeting of the Lodge.

NOTE: In order to be effective, this Section must be approved by the Lodge as an amendment to its By-Laws. If the Lodge does not adopt this provision, Section 8 should be deleted.

NOTE: See Sec. 14.310, Statutes of the Order.

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ARTICLE XI: HELP

Section 1. All applications for help shall be referred to the Standing Relief Committee which shall recommend relief according to the circumstances of the case.

Sec. 2. When a worthy Elk of this Lodge is destitute, unable to procure employment after diligent efforts, and actually without the necessities of life, he may make application in writing to the Lodge, or during the intervals between the meetings of the Lodge, to the Standing Relief Committee and may, if found worthy, be assisted from funds of the Lodge to a sufficient extent to provide him with the necessaries only.

Sec. 3. When a worthy Elk of this Lodge is in the condition described in the second section of this article, and in addition thereto is sick and in need of proper medicines, he may be provided with the same by the Standing Relief Committee and in addition thereto be provided with necessary medical attention.

NOTE: See Sec. 13.010 and 16.100, Statutes of the Order.

ARTICLE XII: POWER TO LOAN MONEY, ETC.

Section 1. This Lodge shall not have the power to loan its funds to any of its members, except as authorized by Sec. 13.010 of the Statutes of the Order.

Sec. 2. Members of this Lodge, whether serving upon committees or in their private capacity, shall not have power to incur any expense in the name of, or for account of, the Lodge, without first obtaining its consent thereto, except as elsewhere provided.

ARTICLE XIII: BILLS AGAINST THE LODGE

Section 1. No orders for the payment of bills against the Lodge shall be signed by the Exalted Ruler and Secretary until such bills have been approved by a majority vote at a regular meeting of the Lodge.

Sec. 2. When bills against the Lodge shall result from the transactions of a committee, either standing or special, each said bill, before being accepted and ordered paid, shall first be endorsed as approved or disapproved, as the case may be, by the committee responsible for the creation of the bill.

ARTICLE XIV: LODGE YEAR AND FISCAL YEAR

Section 1. The Lodge Year of this Lodge shall end with the last day of March of each year. The Fiscal Year of this Lodge shall end with the last day of March of each year.

NOTE: See Sec. 16.010, Statutes of the Order.

ARTICLE XV: RULES OF ORDER

Section 1. The Lodge shall be guided in its deliberations by the Rules of Order approved by the Lodge and annexed hereto. It shall be the duty of the Exalted Ruler to see that they are strictly enforced.

Sec. 2. "Robert's Rules of Order" shall be the guide for any parliamentary rules not especially provided for in said Rules of Order.

NOTE: See Sec. 1.130, 15.020, 15.030 and 17.050, Statutes of the Order.

ARTICLE XV-A: AUXILIARIES

Section 1. The Lodge hereby recognizes NONE ^{AT THIS TIME} as the official Ladies Auxiliary (Auxiliaries) of the Lodge provided its (their) aims and purposes remain consistent with those of the Lodge and the Benevolent and Protective Order of Elks.

NOTE: In order to be effective, this section must be approved by the Lodge as an amendment to its By-Laws.

ARTICLE XVI: AMENDMENTS

Section 1. All amendments and revisions to the By-Laws, Rules of Order or House Rules of this Lodge shall be proposed in writing, read at a regular meeting of the Lodge, and laid over for a vote thereon at a regular Lodge meeting to be held not less than two weeks nor more than eight weeks thereafter. Notice, in writing, setting forth in full any proposed amendment or revision of the By-Laws, Rules of Order or House Rules, shall be sent by the Secretary to all members of the Lodge at least ten days before the regular meeting at which said proposed amendment or revision is to be voted upon. A majority vote of all members present at the regular meeting designated for consideration of

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such amendment or revision to such By-Laws, Rules of Order or House Rules shall be required for its adoption. But any action, Statute or edict of the Grand Lodge altering these By-Laws, Rules of Order or House Rules shall have the effect of an amendment without any further action of this Lodge, and any Article or Section of these By-Laws requiring temporary suspension for the purpose of acting upon a dispensation granted by the Grand Lodge, or its properly authorized Officer, shall be, without further action of this Lodge, considered temporarily suspended.

All proposed amendments to these By-Laws, Rules of Order or House Rules, in conflict with the Laws of the Order, are void, and shall be declared out of order by the Exalted Ruler.

No By-Laws, Rules of Order or House Rules or amendments thereto shall take effect until submitted to the designated member of the Committee on Judiciary of the Grand Lodge, and approved by him.

NOTE: See Sec. 17.010 - 17.060, Statutes of the Order

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INSTRUCTIONS AND FORMS TO BE USED WHEN A GENERAL REVISION OF THE BY-LAWS IS MADE

(The same procedure, using the same form of certification, is to be followed in revising Rules of Order or House Rules.)

Whenever a general revision of the By-Laws of a Lodge has been regularly adopted, or when By-Laws are first adopted by a new Lodge, the current form of guide By-Laws must be used in the submission of **THREE** copies thereof, together with triplicate certificates signed by the Exalted Ruler and Secretary, under the seal of the Lodge, to the designated member of the Grand Lodge Committee on Judiciary (each of the three copies must be complete and identical), executed, as follows:

CERTIFICATION

This is to certify that the amended and substituted By-Laws of RACONNY ELKS Lodge, No. 2852, submitted herewith to the designated member of the Grand Lodge Committee on Judiciary for approval, were proposed at a regular meeting of the Lodge, in writing, held on _____, read before the Lodge, and laid over until the regular meeting held on 11.13.07, and at that regular meeting said amended and substituted By-Laws were adopted by a majority vote of all the members present. Notice, in writing, setting forth the changes in the proposed revision, was sent by the Secretary to all members of the Lodge at least ten days before the regular meeting at which said revision was voted upon.

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John Stergutz

John Stergutz
Exalted Ruler

William B. Vesth

William B. Vesth
Secretary

Lodge No. 2852

(Please print names in space at left of Exalted Ruler and Secretary lines, sign on right-side lines, and then impress Lodge Seal over names.)

NOTE: See Sec. 17.050 and 17.060, Statutes of the Order.

INSTRUCTIONS CONCERNING MANAGEMENT OF HOME, CLUB OR OTHER FACILITY, AND FORMATION OF A SEPARATE CORPORATION

1. The Lodge may, if it chooses, form a separate corporation for the Home, Club, Real Property or other facility owned by the Lodge. The membership, Officers and Directors, terms of office, corporate powers, keeping of books and records, and the operation by the corporation of any such facility herein provided for, and any other matter relating thereto, shall be in strict accord with the Statutes of the Order and amendments thereto, particularly Sec. 16.030, concerning the formation, operation and dissolution of such separate corporation.

2. Should such separate corporation be formed and hereafter dissolved, all property owned, held or controlled by it shall thereupon be transferred and distributed by its Board of Directors to this Lodge or to some other non-profit organization, fund, corporation or trust forming a part of or controlled by the Benevolent and Protective Order of Elks of the United States of America.

3. If the Lodge does not desire to form such separate corporation, the Home, Club or other facility above mentioned shall in such event be managed and supervised, subject to the control or direction of the Lodge, by one of the following methods as determined by the Lodge and shown in the By-Laws:

By the Exalted Ruler, Esteemed Leading Knight, Esteemed Loyal Knight, Esteemed Lecturing Knight, and the Trustees of the Lodge; or

By the Trustees of the Lodge; or

By a House Committee consisting of not less than 3 nor more than 13 members, to be appointed by the Exalted Ruler.

4. If a separate corporation is formed, Sec. 16.030, Statutes of the Order, must be strictly complied with and the Board of Directors of said separate corporation shall be the supervising or managing body of the Home, Club or other incorporated facility. Articles of Incorporation and Corporation By-Laws must be approved by the Committee on Judiciary. The provisions of Sec. 16.020, Statutes of the Order, paragraphs 2 and 4 in particular, should be followed with reference to notice, resolution to convey property, etc.

Suggested forms containing the minimum required provisions for proposed Articles of Incorporation and By-Laws are contained in the Appendix of the Annotated Statutes.

Also, see the Appendix of the Annotated Statutes for suggested forms of Resolution and Certificates which may be changed to apply to separate (rather than Lodge) corporations.

The Grand Secretary's office does not provide such forms. Individual Lodges must prepare the documents from these Appendix-suggested forms.

See Sec. 16.020, Statutes of the Order, for Lodge Corporations, Officers and Trustees.

RULES OF ORDER

1. When the Exalted Ruler takes the chair, the Officers shall take their positions and the members be seated, and at the sound of the gavel there shall be general silence. The Exalted Ruler shall then instruct the Esquire to organize the Lodge. That Officer shall then see that the doors are properly closed and guarded, and the Officers clothed in proper regalia, and report to the Exalted Ruler. The Lodge shall then be opened in due form.

2. The Exalted Ruler shall preserve order and pronounce the decision of the Lodge on all subjects; he shall decide all questions of order without debate, subject to an appeal to the Lodge by any member who may dissent from the same, which appeal must be seconded, when the question shall be: "Shall the decision of the chair stand as the judgment of the Lodge?" on which no Member shall speak more than once without special permission of the Lodge, which must be granted or withheld without debate. The question of an appeal, and all questions which arise while it is pending shall be taken and announced or decided by the Exalted Ruler.

3. No question shall be stated unless moved and seconded, nor be open for discussion until stated by the Exalted Ruler; and when a question is before the Lodge the only motions in order shall be:

1. To lay on the table.
2. The previous question.
3. To indefinitely postpone.
4. To postpone to a certain day.
5. To recommit.
6. To refer.
7. To amend.

They shall take precedence in the order here arranged, and the first two shall be decided without debate.

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4. On the call of three members for the previous question, the Exalted Ruler shall put the question in this form: "Shall the main question now be put?" If the motion is carried, the vote shall first be put upon all pending amendments, after which upon the main question.
5. No motion shall be made by one Member while another is speaking. And no motion shall be made or seconded without rising and addressing the Exalted Ruler, and he shall not recognize a motion or second made contrary to this rule.
6. If, on taking a vote upon any question (except in balloting for Officers), the members are evenly divided, it then becomes the duty of the Exalted Ruler to give the casting vote; in doing which he may, if he desires, give his reasons.
7. Any Member making a motion shall reduce the same to writing, at the request of the Exalted Ruler or any Member. Resolutions shall be presented in writing, signed by the Member offering the same; and in either case they shall not be before the Lodge until they are read or stated by the Exalted Ruler or the Secretary.
8. When any communication, petition or memorial is presented, a brief statement of its contents shall be made before it is read, and after it has been read a brief notice of its purport shall be entered on the minutes.
9. When the reading of any paper is called for, and an objection is made by any Member, it shall be determined by a vote of the Lodge.
10. No member shall be interrupted while speaking, except it be to call him to order, or for the purpose of explanation.
11. If, during a Member's remarks, any other Member should desire to give information pertinent to the subject and short in its nature, or to ask a question of the same character, to be answered by the Member having the floor, he must rise and request, through the Exalted Ruler, the Member having the floor for permission to that effect, and if refused, shall immediately resume his seat, the floor still remaining in possession of the first mentioned Member, but no Member shall keep the floor for more than five minutes if any objection be made.
12. If a Member while speaking, be called to order, he shall at the request of the Exalted Ruler, take his seat until the question of order is determined, when, if permitted, he will again resume.

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13. When a Member has occasion to make any verbal communication to the Lodge, motion or otherwise, he shall rise in his place and address himself to the Exalted Ruler by his proper title, who shall thereupon announce the Member to the Lodge as having the floor by calling the name of the same. Until thus recognized by the Exalted Ruler, no Member shall attempt to speak.
14. Members shall confine themselves to the question under debate, and avoid personalities and indecorous and sarcastic language.
15. If two or more Members endeavor to obtain the floor at the same time, the Member first addressing the Exalted Ruler by his proper title, and first heard by him, shall be adjudged the floor; and no Member shall speak more than once on the same subject or question until all who wish to speak shall have had an opportunity to do so, nor more than twice, without the permission of the Exalted Ruler. Each Member while speaking shall designate the Officer or Member spoken of by his proper title, according to his standing in the Order.
16. When a blank is to be filled, the question shall be first taken on the highest sum or number, and the longest time proposed.
17. Before putting the question, the Exalted Ruler shall ask, "Is the Lodge ready for the question?" When, if no member rises to speak, he shall rise and put the question, and after he has risen for that purpose, no further discussion or motions shall be entertained until the question has been decided. While the Exalted Ruler is addressing the Lodge, or putting the question, silence shall be observed in the Lodge.
18. After any question, except one of indefinite postponement, has been decided, any Member who voted with the majority may, at the same meeting, move for a reconsideration thereof, but no discussion of the main question shall be allowed unless reconsidered. A motion to reconsider a vote to reconsider cannot be entertained. Where a motion to reconsider has been adopted at a meeting following the first vote, and notice to Lodge members on the proposal was originally required, a new notice must then be given in the same manner on the second vote, the same as on the original motion.
19. A motion to rescind can only be carried by a two-thirds vote of all Members present.
20. When a Member has been called to order for manifestation of temper or improper conduct, he shall not be permitted to speak again at that session upon the same subject, unless by permission of the Lodge.

21. In speaking on points of order, the Exalted Ruler shall have the precedence; but he cannot speak on any other subject, unless to state the facts within his own knowledge.

22. No Member shall retire without permission of the Exalted Ruler. During opening and closing of the Lodge, reading of minutes, and initiation, the door shall be closed.

23. Any Member having made a motion may withdraw it, with the consent of his second, before it is debated, but not afterwards without permission of the Lodge.

24. When a majority report is followed by a report from the minority of a committee, the former, after being read, shall lie upon the table until the latter has been presented; after which, on motion, either may be considered.

25. No motion to adjourn can be entertained; but when the regular order of business shall have been completed, the Lodge shall be closed in due form.

The foregoing Order of Business, By-Laws and Rules of Order are hereby approved by the Committee on Judiciary.

HON. MILLARD C. PICKERING, Chairman
HON. MARK E. HUEGEL
HON. ROBERT M. GOOLRICK
HON. THOMAS S. BRAZIER
HON. VITO C. CARUSO
HON. ROBERT J. BISHOP
HON. JAMES F. KILE
HON. PRISCILLA A. SCHWAB
2005-2006 Committee on Judiciary

13 APR 18 09:14: PM 215

Sec. 3. Any person desirous of membership shall make application in the manner provided by the Laws of the Order.

Sec. 4. It shall be the duty of the Members to report any change of residence as soon as possible to the Secretary of the Lodge.

NOTE: See Sec. 1.090, Statutes of the Order.

Sec. 5. The Lodge shall give a Member who secures applications for new or reinstated memberships (insert/attach description)

DELETE

NOTE: In order to be effective, this Section must be approved by the Lodge as an amendment to its By-Laws. If the Lodge does not adopt this provision, Section 5 should be deleted.

NOTE: See Sec. 14.010, Statutes of the Order.

13 APR 18 1971 U.S. M 215

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934

(602) 542-5141

13 APR 18 Lic. Lic. PM 2:05

0021964

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A \$13 FEE.

In addition to other fingerprint fees, a \$22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #

14073069

(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent (Complete Questions 1-19) Manager (Only) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager. Controlling Person or Agent must complete # 21

2. Name: BRUCE GARY Joseph Date of Birth: _____
Last First Middle (NOT a Public Record)

3. Social Security Number: _____ Drivers License #: _____ State: AZ
(NOT a public record) (NOT a public record)

4. Place of Birth: OAKLAND CA USA Height: 6'1" Weight: 240 Eyes: Blue Hair: GRAY
City State Country (not county)

5. Marital Status Single Married Divorced Widowed

6. Name of Current or Most Recent Spouse: BRUCE Helen L. McQuade Date of Birth: _____
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: _____

8. Telephone number to contact you during business hours for any questions regarding this document: _____

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: RACEWAY ELKS #2852 Premises Phone: (623) 547-2852

11. Physical Location of Licensed Premises Address: 215 W. VAN BUREN ST. AVONDALE MARICOPA 85313
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
1-04	CURRENT	RETIRED	

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
7/09	CURRENT	OWN				

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
 If you answered YES, how many hrs/day? 5, and **answer #14a below**. If NO, skip to #15. YES NO

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years?
 In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
 Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, GARY Joseph BRUCE, hereby declare that I am the APPLICANT/REPRESENTATIVE
 (print full name of Applicant)
 filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X [Signature]

(Signature of Applicant)
MARICELLA POMPA
 NOTARY PUBLIC - State of Arizona
 MARICOPA COUNTY
 My Comm. Expires July 22, 2013

My commission expires on: 22 Day, July Month, 2013 Year

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this
18 day of April, 2013
 Month Year

[Signature]
 (Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
 The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this
 _____ day of _____, _____
 Month Year

X _____
 Signature of Controlling Person or Agent (circle one)

 Print Name

My commission expires on: _____
 Day Month Year

 (Signature of NOTARY PUBLIC)

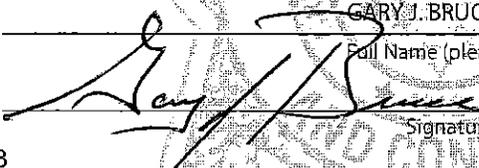
Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

*13 APR 18 Lic. Lic. PM 2:16

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

GARY J. BRUCE
Full Name (please print)

Signature

03/11/13
Training Completion Date

Type of Training Completed (check Yes or No)

03/11/16
Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Yes No BASIC
 Yes No MANAGEMENT
 Yes No BOTH
 Yes No ON SALE
 Yes No OFF SALE
 Yes No OTHER

If Trainee Is Employed By A Licensee

RACEWAY ELKS 2853
Name of Licensee Business Name Liquor License #

Alcohol Training Program Provider Information

BARTENDING ACADEMY
Company or Individual Name (please print)

1250 EAST APACHE BLVD. SUITE 111 TEMPE, ARIZONA 85281
Address

Tempe AZ 85281 (480) 9219925
City State Zip Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

JEF PATTERSON
Name of Trainer (please print)


Trainer Signature 03/11/13
Date

Pursuant to A.R.S. § 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:
Owner(s)
Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

*13 APR 16 Lic. Lic. # 2 16

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

GARY L BRUCE

Full Name (please print)

Gary L Bruce
Signature

03/11/13

Training Completion Date

Type of Training Completed (check Yes or No)

- | | | | | | |
|---|--|------------|---|--|----------|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | BASIC | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | ON SALE |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | MANAGEMENT | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | OFF SALE |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | BOTH | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | OTHER |

03/11/18

Certificate Expiration Date

(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

If Trainee Is Employed By A Licensee

RACEWAY ELKS 2853

Name of Licensee

Business Name

Liquor License #

Alcohol Training Program Provider Information

BARTENDING ACADEMY

Company or Individual Name (please print)

1250 EAST APACHE BLVD. SUITE 111 TEMPE, ARIZONA 85281

Address

Tempe

AZ

85281

(480) 9219925

City

State

Zip

Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

JEF PATTERSON

Name of Trainer (please print)

Jef Patterson
Trainer Signature

03/11/13

Date

Pursuant to A.R.S. 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:

- Owner(s)
- Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

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13 APR 18 09:14 M216

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934

(602) 542-5141

13 APR 18 11:47 AM 2015

QUESTIONNAIRE

802,964
AC 9/31
P10

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting for any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A \$13 FEE.

In addition to other fingerprint fees, a \$22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #
14073069
(If the location is currently licensed)

1. Check appropriate box →	<input checked="" type="checkbox"/> Controlling Person (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	<input type="checkbox"/> Agent (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21	<input type="checkbox"/> Manager (Only)

2. Name: ELIA DAVID ANTHONY Date of Birth: _____
Last First Middle (NOT a Public Record)

3. Social Security Number _____ Drivers License #: _____ State: AZ
(NOT a public record) (NOT a public record)

4. Place of Birth: PAINESVILLE OHIO USA Height: 5'10" Weight: 185 Eyes: Brown Hair: Grey
City State Country (not county)

5. Marital Status Single Married Divorced Widowed

6. Name of Current or Most Recent Spouse: ELIA PATRICIA A HUKFORD Date of Birth: _____
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: _____

8. Telephone number to contact you during business hours for any questions regarding this document _____

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: RACEWAY ELKS #2852 Premises Phone: (623) 547-2852

11. Physical Location of Licensed Premises Address: 215 W. VAN BUREN AVONDALE Maricopa 85323
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
3-01	CURRENT	RETIRED	

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
6-07	CURRENT	OWN				

If you checked the Manager box on the front of this form skip to # 15

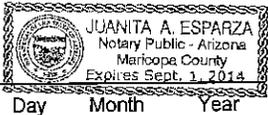
- 14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
- 15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years?
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. YES NO
- 16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES NO
- 17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
- 18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
- 19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, ANTHONY DAVID A. ELIA, hereby declare that I am the APPLICANT/REPRESENTATIVE
 (print full name of Applicant)
 filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x [Signature]
 (Signature of Applicant)

State of ARIZONA County of Maricopa
 The foregoing instrument was acknowledged before me this
18 day of APRIL 2013
 Month Year
[Signature]
 (Signature of NOTARY PUBLIC)



My commission expires on: _____
 Day Month Year

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____
 The foregoing instrument was acknowledged before me this
 _____ day of _____ Month Year
 X _____
 Signature of Controlling Person or Agent (circle one)

 Print Name

 (Signature of NOTARY PUBLIC)

My commission expires on: _____
 Day Month Year

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934

(602) 542-5141

13 APR 18 11:47 AM '17

802,964

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A \$13 FEE.

In addition to other fingerprint fees, a \$22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #
14073069
(If the location is currently licensed)

1. Check appropriate box →

<input checked="" type="checkbox"/> Controlling Person (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	<input type="checkbox"/> Agent (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21	<input type="checkbox"/> Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21
---	---	--

2. Name: VEITH WILLIAM BERNARD Date of Birth: _____
Last First Middle (NOT a Public Record)

3. Social Security Number: _____ Drivers License # _____ State: AZ
(NOT a public record)

4. Place of Birth: N.Y.C. N.Y. USA Height: 5'10" Weight: 185 Eyes: Hazel Hair: GRAY
City State Country (not county)

5. Marital Status Single Married Divorced Widowed

6. Name of Current or Most Recent Spouse: VEITH MARY ALICE HERRERA Date of Birth: _____
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: _____

8. Telephone number to contact you during business hours for any questions regarding this document. _____

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: RACEWAY ELKS 2852 Premises Phone: 623/547-2852

11. Physical Location of Licensed Premises Address: 215 W VAN BUREN ST. AVONDALE MARICOPA 85323
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
4/95	CURRENT	RETIRED	

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑ ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
10/03	CURRENT	OWN				

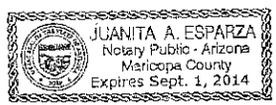
If you checked the Manager box on the front of this form skip to # 15

- 14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
- 15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years?
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. YES NO
- 16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES NO
- 17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
- 18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
- 19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, William Bernard Veith, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x William Bernard Veith
(Signature of Applicant)



My commission expires on: _____
Day Month Year

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this
18 day of April 2013
Month Year

[Signature]
(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

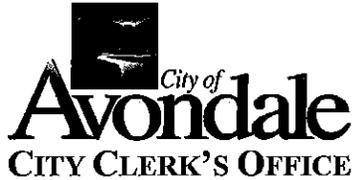
x _____
Signature of Controlling Person or Agent (circle one)

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____
Month Year

(Signature of NOTARY PUBLIC)

Print Name

My commission expires on: _____
Day Month Year



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE: SERIES 14

PRIVATE CLUB

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

DEVELOPMENT SERVICES

FINANCE DEPARTMENT

APPLICANT'S NAME: GARY JOSEPH BRUCE

BUSINESS NAME: RACEWAY ELKS #2852

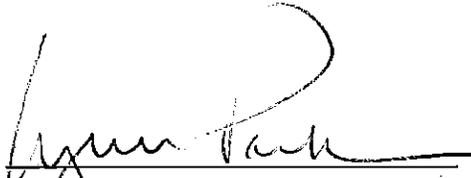
ADDRESS: 215 W. VAN BUREN STREET

CITY: AVONDALE STATE: AZ. ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE
Assistant Police Chief

TITLE

042513
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 3, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 30, 2013**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE: SERIES 14

PRIVATE CLUB

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

DEVELOPMENT SERVICES

FINANCE DEPARTMENT

APPLICANT'S NAME: GARY JOSEPH BRUCE

BUSINESS NAME: RACEWAY ELKS #2852

ADDRESS: 215 W. VAN BUREN STREET

CITY: AVONDALE STATE: AZ. ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED

Jesse G. Doms

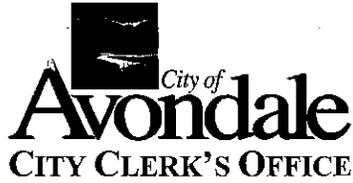
SIGNATURE
Fire Inspector

TITLE

5/7/13

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 3, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 30, 2013**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE: SERIES 14

PRIVATE CLUB

ROUTING:

- POLICE DEPARTMENT
- FIRE DEPARTMENT
- DEVELOPMENT SERVICES
- FINANCE DEPARTMENT

APPLICANT'S NAME: GARY JOSEPH BRUCE

BUSINESS NAME: RACEWAY ELKS #2852

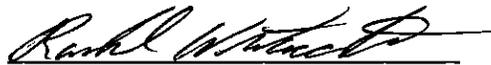
ADDRESS: 215 W. VAN BUREN STREET

CITY: AVONDALE STATE: AZ. ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE

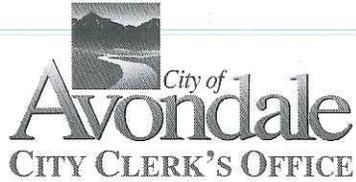
Building Official

TITLE

4/25/13

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 3, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 30, 2013**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE: SERIES 14

PRIVATE CLUB

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

DEVELOPMENT SERVICES

FINANCE DEPARTMENT

APPLICANT'S NAME: GARY JOSEPH BRUCE

BUSINESS NAME: RACEWAY ELKS #2852

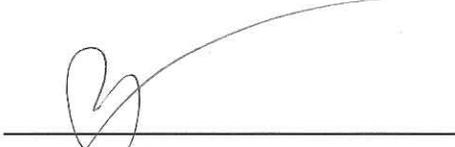
ADDRESS: 215 W. VAN BUREN STREET

CITY: AVONDALE STATE: AZ. ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



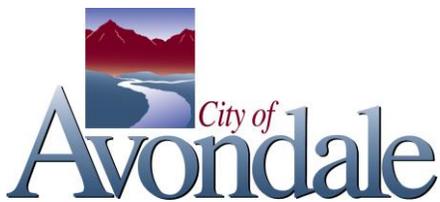
SIGNATURE
toning Specialist

TITLE

4/25/13

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 3, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 30, 2013**



DEVELOPMENT SERVICES

MEMORANDUM

DATE: April 25, 2013

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

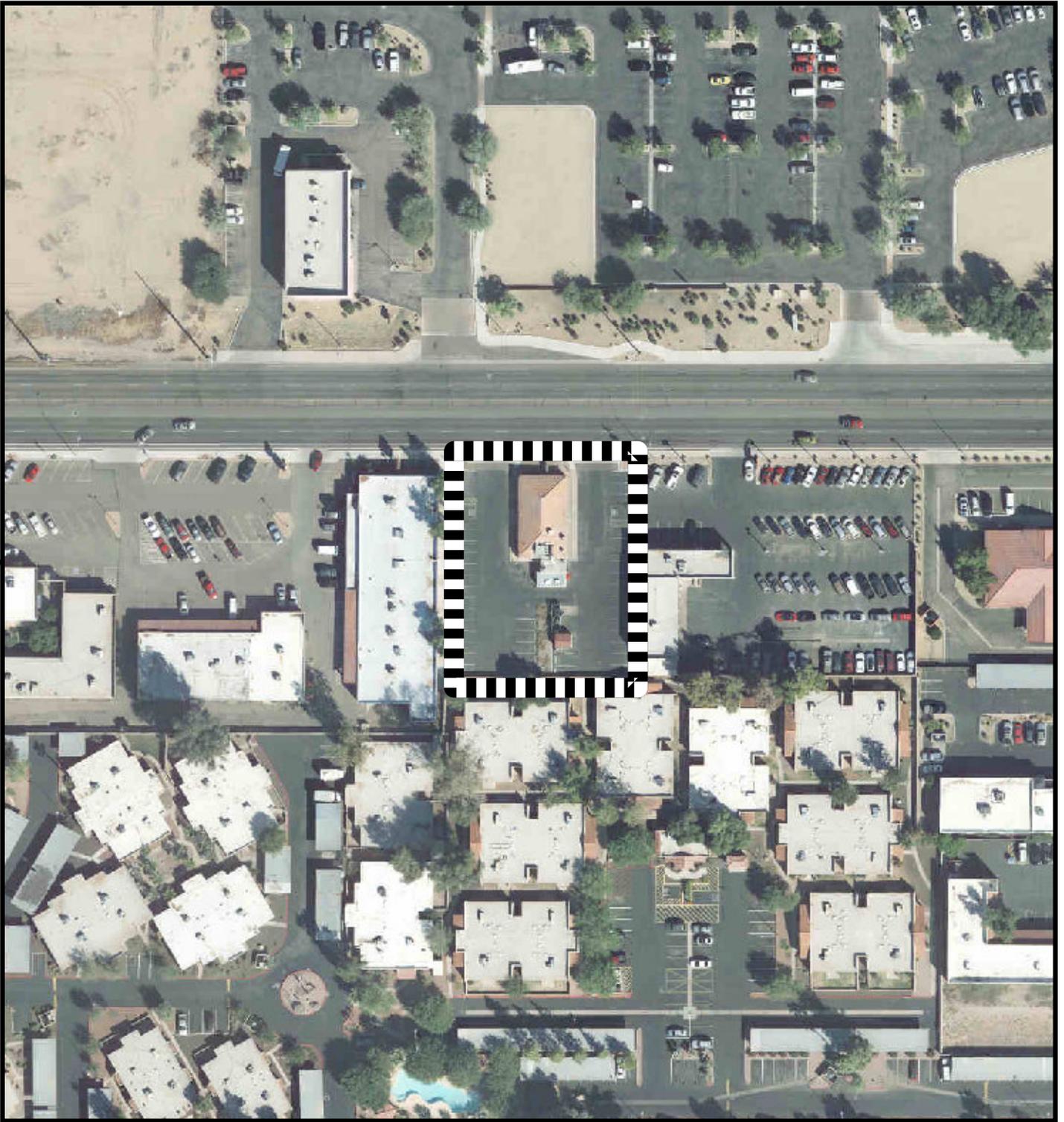
SUBJECT: Series 14 Liquor License for Raceway Elks #2852
215 W Van Buren Street

The site is located west of the southwest corner of Central Avenue and Van Buren Street. The building is existing.

State Statute requires all businesses holding Series 14 licenses to be separated a minimum of 300 feet from K-12 schools or church buildings. It also requires 300 feet from fenced recreational areas that are part of a school building. There are no church buildings, K-12 school buildings, or fenced recreational areas associated with K-12 schools within 300-feet of the proposed site.

The General Plan designates the property as local commercial. The subject property is zoned Community Commercial District (C-2). A social/private club is a permitted use within the C-2 zoning district.

Attachment: Aerial Photography
Zoning Vicinity Map
300 Foot Separation



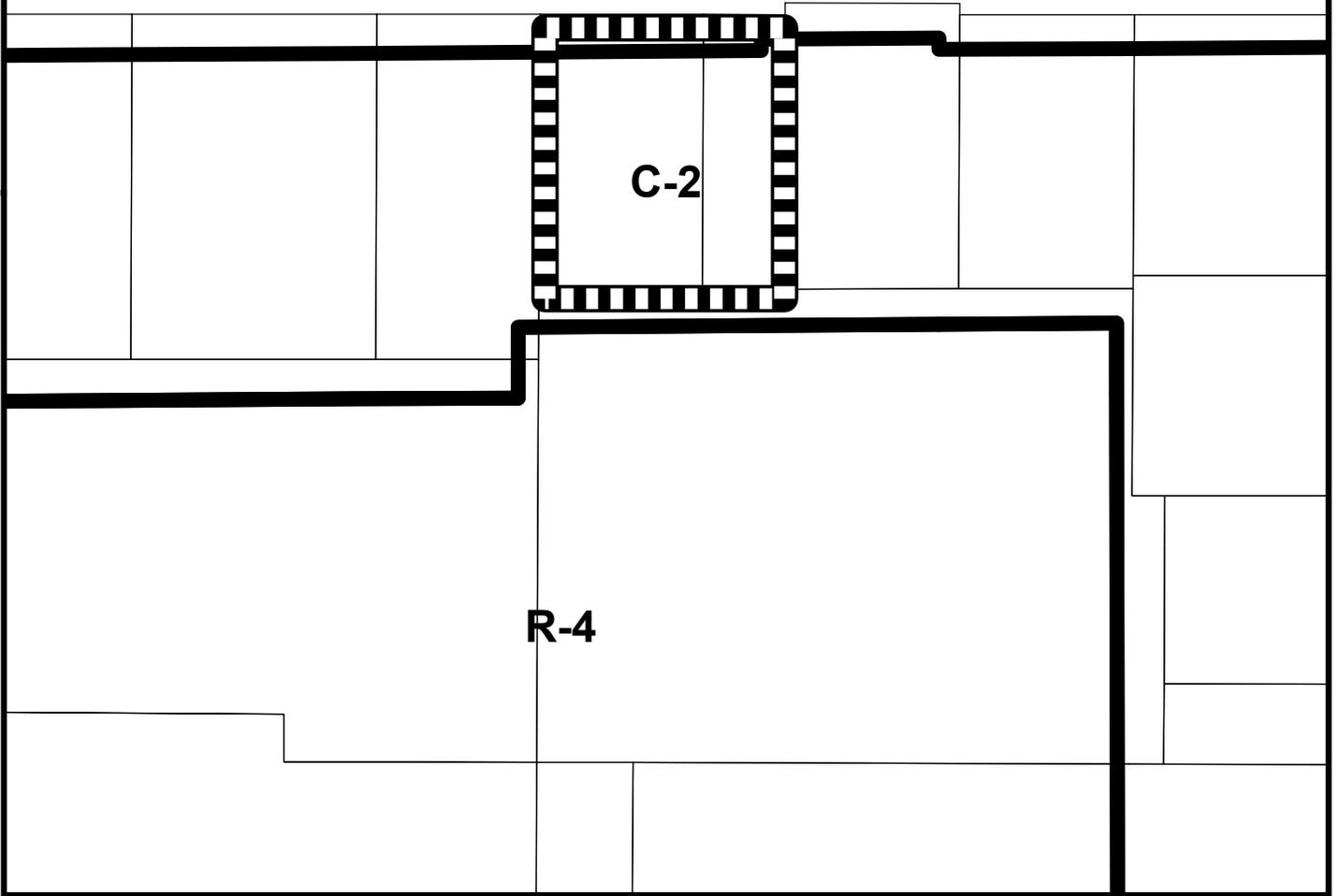
2013 Aerial Photograph



Subject Property



Van Buren Street

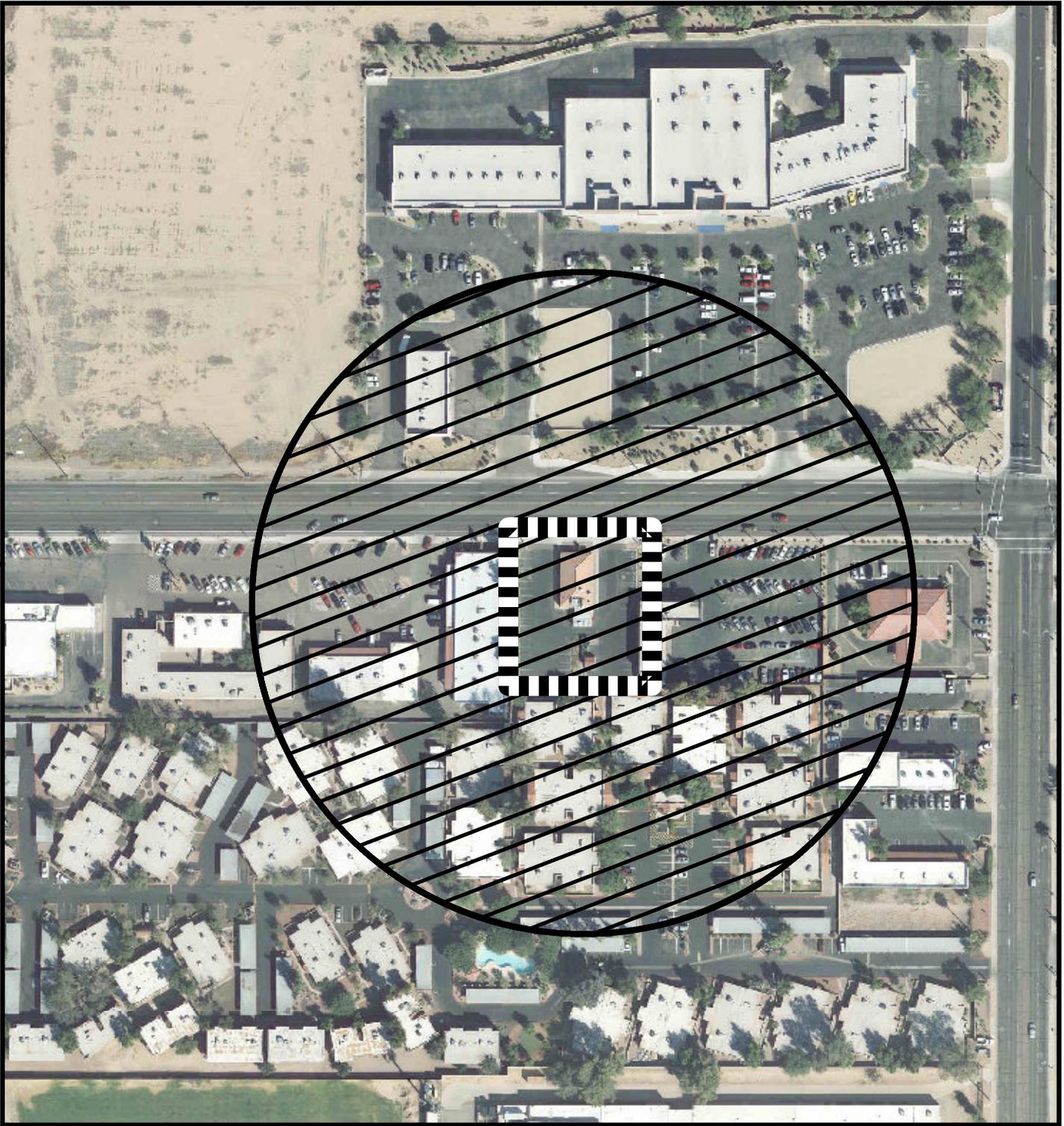


Zoning Vicinity Map



Subject Property





300 Foot Separation



Subject Property





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE: SERIES 14

PRIVATE CLUB

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

DEVELOPMENT SERVICES

FINANCE DEPARTMENT

APPLICANT'S NAME: GARY JOSEPH BRUCE

BUSINESS NAME: RACEWAY ELKS #2852

ADDRESS: 215 W. VAN BUREN STREET

CITY: AVONDALE STATE: AZ. ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE
Tax Audit Supervisor

TITLE

4/24/13

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 3, 2013
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 30, 2013**

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: MAY 13, 2013

A HEARING ON A LIQUOR LICENSE APPLICATION
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL

LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: **MONDAY, JUNE 3, 2013**
AT 7:00 PM.

(HEARING DATES SUBJECT TO CHANGE,
TO VERIFY CALL: 623-333-1200)

****SERIES 14: PRIVATE CLUB TO SELL ALL SPIRITUOUS LIQUORS****

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING:

Raceway Elks #2852
215 W. Van Buren St.
Avondale, AZ. 85323

THIS APPLICATION, CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT: (602) 542-9789
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT: 623-333-1200.

05.13.2013 11:34

Office error.

Arizona Department of Liquor Licenses and Control
13 APR 18 11:41 AM '14

APPLICATION FOR LIQUOR LICENSE

SECTION 1 This application is for:
 MORE THAN ONE LICENSE
 INTERIM PERMIT Complete Sections 5
 NEW LICENSE Complete Sections 2, 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16
 PERSON TRANSFER (Over 6, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16)
 LOCATION TRANSFER (Over 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16)
 GOVERNMENT Complete Sections 2, 3, 4, 10, 11, 12, 13, 14, 15, 16

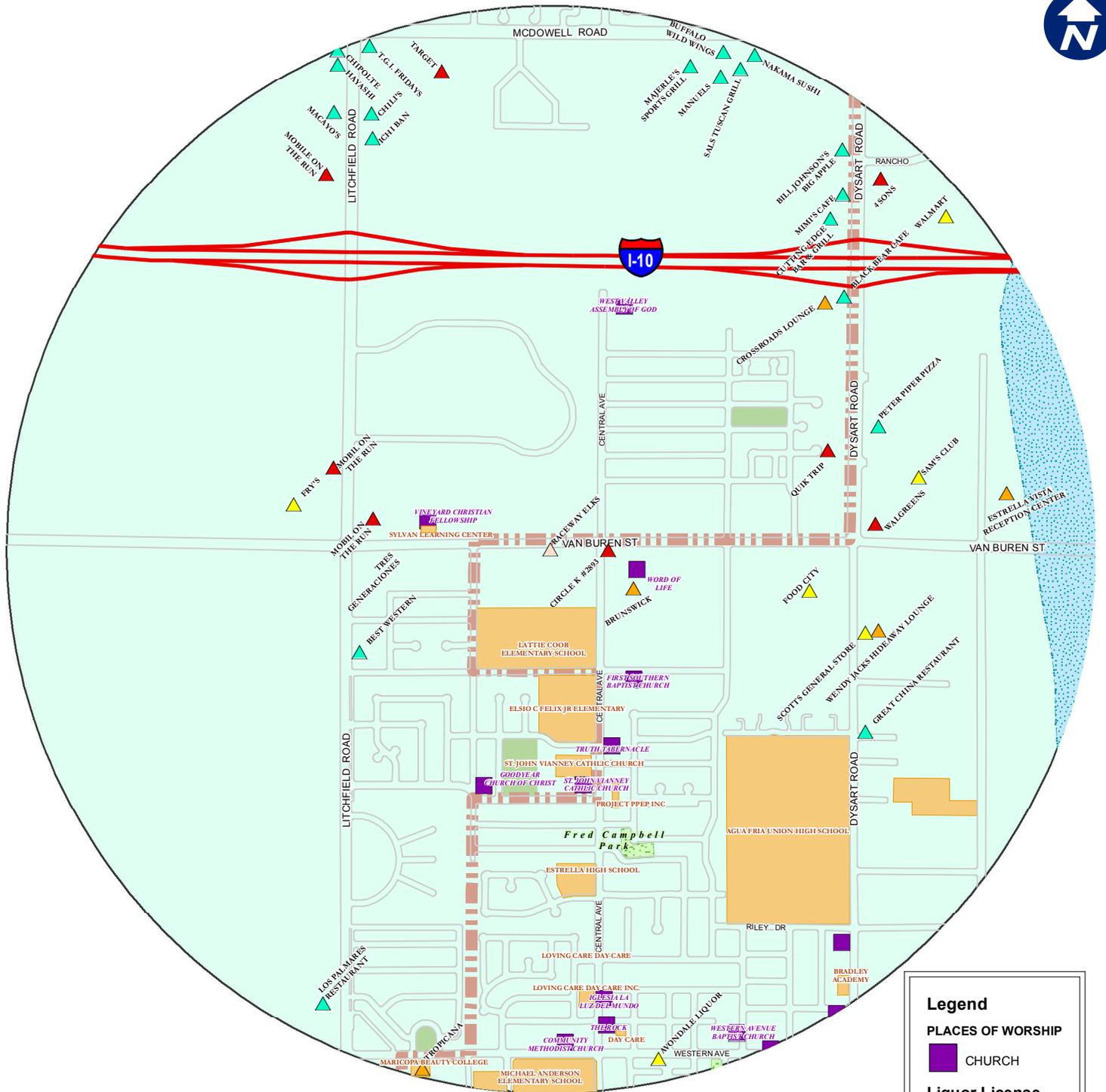
SECTION 2 Type of license and from LICENSE #
1. Type of License: PRIVATE CLUB SERIES 14 - 70033009
2. Total fees attached: 700
3. 700

SECTION 3 APPLICABLE ARE NOT REFUNDABLE
APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
This fee allowed under A.R.S. 44-9832 will be charged for all dishonored checks.

SECTION 4 Applicant
1. Owner/Applicant's Name: BRUCE
2. Office name: ONE V to secure on license
3. Licensee Name: BRUCE
4. Licensee Address: 215 W. VAN BUREN ST. AVONDALE, AZ 85323
5. Licensee Phone: 602-542-9789
6. Licensee Email: bruce@racewayelks.com
7. Licensee Signature: BRUCE
8. Licensee Title: OWNER
9. Licensee Address: 215 W. VAN BUREN ST. AVONDALE, AZ 85323
10. Licensee Phone: 602-542-9789
11. Licensee Email: bruce@racewayelks.com
12. Licensee Signature: GARY
13. Licensee Title: CLERK
14. Licensee Address: 215 W. VAN BUREN ST. AVONDALE, AZ 85323
15. Licensee Phone: 602-542-9789
16. Licensee Email: gary@racewayelks.com
17. Licensee Signature: JOSEPH
18. Licensee Title: CLERK
19. Licensee Address: 215 W. VAN BUREN ST. AVONDALE, AZ 85323
20. Licensee Phone: 602-542-9789
21. Licensee Email: joey@racewayelks.com



05.13.2013 11:37



Legend

PLACES OF WORSHIP

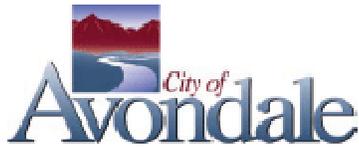
- CHURCH

Liquor License

- SERIES 14
- SERIES 5
- SERIES 11
- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 15
- SERIES 16
- SCHOOLS

RACEWAY ELKS
215 W VAN BUREN ST
1 Mile Buffer





CITY COUNCIL REPORT

SUBJECT:

Memorandum of Understanding – Wildlife for Tomorrow Foundation

MEETING DATE:

June 3, 2013

TO: Mayor and Council

FROM: Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-4212

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a memorandum of understanding (MOU) between the City of Avondale (the City) and the Foundation for the Conservation of Arizona's Wildlife, dba Wildlife for Tomorrow Foundation (WFT) for the management and operation of the Tres Rios Nature and Earth Festival (the Festival) and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

BACKGROUND:

WFT was formed to assist in carrying forward the mission of the Arizona Game and Fish Department and to support the activities of the Department, including but not limited to enhancing the opportunities for Arizona residents and visitors to enjoy the State's wildlife resources. WFT was the initial organizer of the Festival and has participated in its planning, sponsorship and administration since it was created, including serving as the administrator of the Festival budget and disbursing payments to vendors providing goods and services to the Festival.

For the past several years the Festival has been administered by a Steering Committee made up of a representative of WFT, the Arizona Game and Fish Department, and constituent agencies and supporters, including the City of Avondale (the City). The City has been a valued partner in participating, sponsoring and administering the Festival, and views Tres Rios as a major City of Avondale event.

The City desires to officially recognize the Festival as a major City sponsored event, increase its financial support for the Festival in an amount not to exceed \$50,000, and to formalize its commitment to continue support of the Festival in partnership with WFT. The Festival is organized as two separate events each year: a one (1) day event in the fall and a two (2) day event in the spring.

DISCUSSION:

The City and WFT (the Parties) desire to enter into this agreement in order to enhance the Festival and further develop the Festival as a destination event for the City and the region. Both parties agree to the following provisions of the MOU.

The City shall:

- Make payments directly to Festival vendors and otherwise provide financial support to the Festival through direct payments outside of WFT's oversight and accounting.
- Report expenditures to the Festival Committee.
- Work in collaboration with WFT and the Festival Committee on Festival activities.

WTF shall:

- Continue to participate in the administration of the Festival
- Provide input to the Festival Committee to ensure that the Festival is maintained and administered consistent with the purposes for which it was created.
- Continue to serve in an accounting support capacity
- Receive donations earmarked for the Festival
- Make payments to vendors
- Continue its historic role in connection with the Festival

Both Parties shall:

- Agree that this MOU does not create any relationship of agency, partnership, or joint venture between the parties outside of the Festival.
- Not be financially responsible for the others' obligations.
- Use the trade name and trademark of either party in association with fundraising and promotional activities concerning the Festival.
- Provide statements indicating income and expenditures related to the Festival to the other party as required.

Either party may terminate this Agreement upon thirty (30) days' written notice.

BUDGETARY IMPACT:

The City's financial support for the Festival will not exceed \$50,000. The Festival is organized as two separate events each year: a one (1) day event in the fall and a two (2) day event in the spring. The \$50,000 allocated for program funds are to be used in combination for both events.

Funding associated with this MOU is included in the PRLD, Recreation Division, Special Events Program Budget.

- 101-8125-00-6181 Special Events.

RECOMMENDATION:

Staff recommends that the City Council approve a memorandum of understanding (MOU) between the City of Avondale (the City) and the Foundation for the Conservation of Arizona's Wildlife, dba Wildlife for Tomorrow Foundation (WFT) for the management and operation of the Tres Rios Nature and Earth Festival (the Festival) and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

ATTACHMENTS:

Click to download

[Memorandum of Understanding](#)

Wildlife for Tomorrow Foundation

Memorandum of Understanding

DATE: May 20, 2013

PARTIES: The Foundation for the Conservation of Arizona's Wildlife, dba Wildlife for Tomorrow Foundation ("WFT"), an Arizona non-profit corporation and tax-exempt organization under Section 501 (c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), whose address is 5000 West Carefree Highway, Mailbox DOHQ, Phoenix, Arizona 85086-5000, and the City of Avondale ("Avondale"), an Arizona municipal corporation, whose address is 11465 W Civic Center Dr., Avondale, AZ 85323.

RECITALS:

- A. WFT was formed to assist in carrying forward the mission of and to support the activities of the Arizona Game and Fish Department, including but not limited to enhancing the opportunities of Arizona residents and visitors to enjoy the State's wildlife resources, and otherwise supporting the efforts of its Department and its employees.
- B. WFT was the initial organizer of the Tres Rios Nature and Earth Festival (the "Festival") and has participated in its planning, sponsorship and administration since it was created, including serving as the administrator of the Festival budget and disbursing payments to vendors providing goods and services to the Festival.
- C. For the past several years the Festival has been administered by a Steering Committee (the "Festival Committee") made up of a representative of WFT, the Arizona Game and Fish Department, and constituent agencies and supporters, including Avondale.
- D. Avondale has been a valued partner in participating, sponsoring and administering the Festival, and desires to provide financial support for the

Festival and to formalize its commitment to continue support of the Festival with WFT to further its and WFT's common mission and objectives.

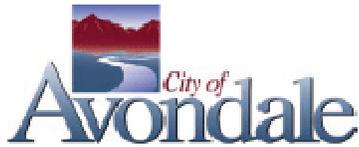
AGREEMENTS:

1. Term. This Agreement shall be effective as of May 20, 2013, and shall remain in full force and effect until May 19, 2014 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one-year terms (each, a "Renewal Term") thereafter until WFT or Avondale terminates this Agreement pursuant to the terms and conditions contained herein. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.
2. Avondale Contribution to Festival. Avondale shall provide financial support to the Festival for the Initial Term and for each subsequent Renewal Term, if any, in an annual aggregate amount not to exceed \$50,000.00, based upon the submission and approval of invoices for costs relating to the Festival and approved by the Festival Committee.
3. WFT's Continued Role. WFT shall continue to participate in the administration of the Festival and shall provide input to the Festival Committee to ensure that the Festival is maintained and administered consistent with the purposes for which it was created. At the direction of the Festival Committee, WFT may continue to serve in an accounting support capacity, receive donations earmarked for the Festival, make payments to vendors, and otherwise continue its historic role in connection with the Festival, notwithstanding Avondale's financing and payment arrangements for the Festival.
4. No Agency, Partnership or Joint Venture. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto.

5. Responsibility for Festival Budget and Disclaimer of Liability. Neither WFT nor Avondale shall be responsible for any Festival budget deficits or monetary obligations other than for contracts they may independently enter into related to the Festival. In such event, neither party shall be financially responsible for the others' obligations.
6. Solicitation. Avondale shall coordinate with WFT prior to soliciting any funding in the name of WFT. Any Avondale proposals to organizations, including foundations, and individuals for funding for WFT must be done with the approval of a WFT Officer.
7. Cooperation. Avondale agrees to work in collaboration with WFT and the Festival Committee on Festival activities.
8. Use of WFT Name. Avondale may use the WFT's trade name and trademark in Avondale's fundraising and promotional activities concerning the Festival, as long as such activities, programs and projects are consistent with and in furtherance of WFT's and the Festival's purposes and such use is approved by WFT.
9. Reports. WFT and Avondale each agree, upon reasonable request, to provide to the other statements indicating income and expenditures related to the Festival.
10. Dissolution and Termination. Either party to this Agreement may terminate this Agreement upon thirty (30) days' written notice delivered to an officer of WFT or the Avondale City Manager.
11. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by Avondale shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Avondale shall be the sole judge and authority in determining the availability of funds under this Agreement and Avondale shall keep WFT fully informed as to the availability of funds for the Agreement. The obligation of Avondale to make any payment pursuant to this Agreement is a current expense of Avondale, payable exclusively from

such annual appropriations, and is not a general obligation or indebtedness of Avondale. If the Avondale 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 Avondale and WFT shall be relieved of any subsequent obligation under this Agreement.

12. Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. Avondale may cancel this Agreement without penalty or further obligations by Avondale or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of Avondale or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.
13. Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of WFT and Avondale.
14. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, WFT and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). WFT's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by Avondale.
15. Scrutinized Business Operations. To the extent applicable and pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, WFT 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 meaning set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If Avondale determines that WFT submitted a false certification, Avondale



CITY COUNCIL REPORT

SUBJECT:

Contract Renewal with WebQA for Citizen Relationship Management Software and Services

MEETING DATE:

June 3, 2013

TO: Mayor and Council
FROM: Rob Lloyd, CIO/IT Director (623) 333-5011
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the Mayor and City Council approve the award and contract with WebQA to provide citizen relationship management software and services for a maximum amount of \$24,000 over up to five years and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In July 2009, the City executed a contract to use WebQA's GovQA software and services to manage contacts received by staff from citizens and businesses. Seven departments contributed to the purchase after a procurement from quotes. Efforts at the time focused on managing public works, code enforcement, and business licensing verification cases through one central solution to streamline processes and reporting.

In the five years since inception, use of GovQA diminished. The Code Enforcement Division moved to AppOrder in 2011, releasing the City's MyAvondale mobile app for a more tightly integrated solution that allows administration of their cases with staff work assignments. In addition, the Finance and Budget Department recently transitioned business licensing to a SharePoint-based solution that gives more flexibility with future workflow changes.

Public Works still actively uses WebQA for case management. In addition, Economic Development implemented a small module in 2012 to communicate local business information and promotions. WebQA and the City of Avondale negotiated in May 2013 to match costs with current usage.

DISCUSSION:

Based on continued but more limited use, WebQA and the City of Avondale negotiated an extension of the contract based on new City requirements. The City averaged almost \$13,000 per year in maintenance and support between 2010 and 2012. Under the new terms, the City will maintain full citizen relationship management software and services for Public Works, maintain ShopsQA business promotion services for Economic Development, retain search access to all historical business license verification data, and receive mobile application access for those modules for no additional charge.

If the extension is approved, the City would pay \$4,300 per year for the WebQA/GovQA services outlined on a one-year contract, with four one-year options to renew and a 5% cap on annual maintenance and support cost increases. Maximum total duration is five years. Total aggregate value is set to not exceed \$24,000 if approved by City Council in future years as part of the annual budget process.

Last, WebQA has agreed to the City's requested disengagement terms. Upon termination, WebQA would provide the City with its data in usable format within 30 days for \$1,000.

BUDGETARY IMPACT:

The contract extension will cost approximately \$4,300 in Fiscal Year 2013. Funding for all the award and contract is located within programs 501-9110, 520-6830, and 101-6700.

RECOMMENDATION:

Staff recommends that the Mayor and City Council approve the award and contract with WebQA to provide citizen relationship management software and services for a maximum amount of \$24,000 over up to five years and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[WEBQA Service Agreement](#)

WEBQA SERVICES AGREEMENT

Amendment 2 – Contract Extension for CRM and SHOPSQA

This Amendment 2 serves as an Amendment to the two existing agreements by and between WebQA Inc. (WEBQA) and the City of Avondale, AZ (CITY) that terminate on 6/30/2013, including the:

- (a) Existing WebQA Services Agreement (ORIGINAL CONTRACT) dated July 1, 2009 for GovQA Services (CRM), and
- (b) Amendment No.1 dated August 11, 2011 for ShopsQA Services (SHOPSQA).

The purpose of this Amendment 2 is to:

- (a) Extend both CRM and SHOPSQA for one year with options to renew either or both for up to four additional years;
- (b) Include new CRM services (Mobile Administration) and new SHOPSQA services (Mobile Sponsorship); and
- (c) Keep the CITY's business licensing data available for read-only access.

New Contracted Term: 12 months from: 7/1/13 –6/30/14:

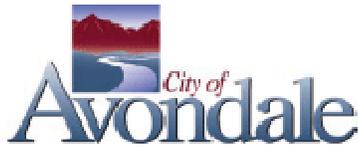
Software License(s)	Access	Quarterly Cost	Term Months	Total Cost Per Term
CRM Application with existing setup as of 5/1/13 including the City Staff Administration Mobile Application	Unlimited	\$825.00	12	\$3,300
SHOPSQA Application Including City Mobile Application featuring businesses with Sponsorship opportunities for up to three businesses	Unlimited	250.00	12	1,000
Total		\$1075.00		\$4,300

Terms and Conditions	
With the exception of the terms and conditions listed below, no other terms or conditions of the ORIGINAL CONTRACT are changed as a result of this Amendment 2	
Licensing data	The City's business licensing data shall be maintained and open for read-only access for the duration of this contract.
Term	This amendment extends services from 7/1/2013 until 6/30/2014. Thereafter, the City of Avondale shall have four successive options to extend either service, or both, for one year. Annual fee increases for maintenance and support will not exceed 5% per year.
Termination	If this Amendment 2 is terminated by either party, a copy of all CITY data will be provided to the City, in usable format, within 30 days. The City will pay WebQA \$1,000 in consideration for these services.

Acceptance of Amendment 2:

IN WITNESS WHEREOF, the parties have executed this Amendment 2 by their duly authorized officers or representatives and delivered as of the Effective Date. The Effective Date of this Addendum is May 15, 2013.

WebQA Inc.		City of Avondale, AZ	
Signature	Date	Signature	Date
John Dilenschneider	CEO		
Printed Name	Title	Printed Name	Title



CITY COUNCIL REPORT

SUBJECT:

Memorandum of Understanding - A New Leaf, Inc.

MEETING DATE:

June 3, 2013

TO: Mayor and Council

FROM: Kevin Kotsur, Chief of Police 623-333-7201

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Memorandum of Understanding with "A New Leaf" to assign a therapist(s) to the SWFAC for a twelve month period effective July 1, 2013, and terminating on June 30, 2014, with up to four one year renewal terms and authorize the Mayor or City Manager and the City Clerk to execute the appropriate documents.

BACKGROUND:

Since 2010, "A New Leaf" has been providing short-term counseling services to sexual assault, domestic violence and child abuse victims at the SWFAC. Staff is requesting that the City Council approve the Professional Services Agreement which updates roles and responsibilities and includes the addition of the Maricopa County Sheriff's Office partnership with the Southwest Family Advocacy Center. Under this revised agreement, "A New Leaf" will provide counseling services weekly to victims served at the SWFAC effective July 1, 2013, and terminating on June 30, 2014, with the option for up to four one-year renewal terms.

DISCUSSION:

On May 3, 2010, Council approved a Memorandum of Understanding for "A New Leaf". The term of the Memorandum was effective February 1, 2010, and terminated on June 30, 2010. Council also approved a revised version of the Memorandum of Understanding which covered the FY 2010-2011 and increased the number of counseling hours to 28. The proposed MOU will continue our partnership with "A New Leaf" and allow them under a grant award through the Victims of Crime Act (VOCA) to provide short-term counseling and other related crime victim advocacy services to SWFAC clients who are victims of crime. These clients shall include victims of domestic violence, sexual assault or abuse, child abuse or molestation, stalking, elder abuse, adult victims of child abuse and secondary victims.

BUDGETARY IMPACT:

Funding for the therapist(s) is provided by "A New Leaf" through a VOCA grant and there are no financial obligations to the City of Avondale.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with "A New Leaf" to assign a therapist(s) to the SWFAC for a twelve month period effective July 1, 2013, and terminating on June 30, 2014, with up to four one year renewal terms.

ATTACHMENTS:

Click to download

[Professional Service Agreement](#)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF AVONDALE
AND
A NEW LEAF, INC.**

THIS MEMORANDUM OF UNDERSTANDING (this "Agreement") is entered into as of July 1, 2013, between the City of Avondale, an Arizona municipal corporation (the "City") by and through the Southwest Family Advocacy Center (the "SWFAC") and A New Leaf, Inc., a private Arizona non-profit corporation ("A New Leaf").

RECITALS

A. A New Leaf is a non-profit corporation that provides prevention and rehabilitation services in the areas of domestic violence. Services include victim advocacy, prevention education and counseling services. A New Leaf has received a Victims of Crime Act of 1984 grant (the "VOCA Grant") through the Arizona Department of Public Safety to provide individualized, short-term counseling and victim advocacy services.

B. The SWFAC is a multidisciplinary facility funded by the law enforcement agencies of the City, the Town of Buckeye, the City of Goodyear and the Maricopa County Sheriff's Office to provide counseling and other related crime advocacy services to victims and witnesses in the southwest valley.

C. The City has determined that it is necessary to maintain the availability of individualized, short term counseling and other related crime victim advocacy services for SWFAC victims of crimes.

D. The City and the A New Leaf desire to enter into this Memorandum for A New Leaf to provide individualized, short-term counseling and other related crime victim advocacy services to SWFAC clients (the "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 are hereby acknowledged, the City and A New Leaf hereby agree as follows:

1. Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2014 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four one-year terms (each a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, A New Leaf requests, in writing, to extend this Agreement for an additional one-year term and (iii) the City approves the additional one-year

term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. A New Leaf's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of A New Leaf, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Services. A New Leaf shall provide individualized, short-term counseling and other related crime victim advocacy services, including, without limitation, case management, immediate crisis intervention, individualized, short-term counseling by a designated behavioral health professional or behavioral health technician, prevention and education related programs, as well as community information and referral services. A New Leaf shall provide the services to SWFAC clients who are victims of crime, such victims shall include without limitation, victims of domestic violence, sexual assault or abuse, child abuse or molestation, stalking, elder abuse, assault, adult victims of child abuse and secondary victims. All SWFAC clients receiving services under this Agreement shall be provided with a copy of the applicable "client's rights" and grievance process as required by ARIZ. ADMIN. CODE § R9-20-203.

2.1 A New Leaf's Role and Responsibilities

A. Therapist. Place a master's degree level therapist (the "Therapist") at the SWFAC to provide short-term counseling services. The Therapist shall conduct all counseling sessions at the SWFAC. The services shall include short term counseling at up to eight individual sessions plus intake and discharge appointments per client. The Therapist's client focus will be domestic violence victims. However, the Therapist may counsel sexual assault victims and victims of other crimes as needed. The Therapist may provide crisis intervention during the first appointment as needed and appropriate. All counseling sessions shall take place in a designated office at the SWFAC.

B. Review. Provide for monthly review of cases assigned to the Therapist. In order to protect the best interests of the SWFAC clients, the Therapist will review all DSM-IV R diagnostic assessments with a clinical supervisor provided by A New Leaf, if the Therapist is not independently licensed. Consultant shall ensure every effort is made to avoid diagnoses that do not serve the best short and long-term interests of the client, without compromising adherence to Behavioral Health Licensure requirements and professional ethics and standards.

C. Scheduling. Ensure that the Therapist is available to provide late day counseling sessions one day a week. The late day may be scheduled at the preference of the Therapist.

D. Compliance. Ensure that the Therapist attends and adheres to A New Leaf meetings, training, supervision and in-service days as required by A New Leaf and any applicable federal, state or local law.

E. Supervision. Hold monthly clinical supervision meetings for the Therapist. A New Leaf shall provide a clinical supervisor (the “Clinical Supervisor”) to supervise the work of the Therapist.

F. Materials. Provide a laptop and cell phone for the Therapist to utilize in the performance of the services.

G. Meetings. Ensure that the Clinical Supervisor or Program Manager meets with the Director of the SWFAC on a quarterly basis, or more frequently as needed, to review services being provided by the Therapist.

2.2 SWFAC’s Roles and Responsibilities.

A. Office Space and Materials. Provide A New Leaf with office space at the SWFAC for use by the Therapist. The Therapist shall use the office space to conduct all counseling sessions and to complete the necessary clinical documentation and case management of the SWFAC clients. The office space shall include a telephone land line with voicemail capabilities and a lockable file cabinet for use by Therapist in storing client files. The office and the file cabinet shall remain locked when not in use by the Therapist.

B. Equipment Usage. Provide copier access to the Therapist at SWFAC. Copier usage by the Therapist shall be for the administration of the services provided under this Agreement.

C. Meetings. Ensure that the Director of the SWFAC meets with the Clinical Supervisor or Program Manager on a quarterly basis, or more frequently as needed, to review the services being provided by the Therapist.

2.3 SWFAC Clients’ Role and Responsibility. SWFAC Clients shall contact the Therapist to schedule appointments for the services provided under the agreement.

3. Compensation. A New Leaf shall provide the Services at no cost to the City or SWFAC clients. A New Leaf shall utilize the VOCA Grant to provide the Services.

4. Payments. INTENTIONALLY OMITTED.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. A New Leaf shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Clinical supervisors provided by A New Leaf must meet all requirements of ARIZ. ADMIN. CODE §§ R9-20-204 and R9-20-205 and any other federal, state or local law. Therapists provided by A New Leaf shall meet all requirements of ARIZ. ADMIN. CODE § R9-20-204 and any other applicable federal, state or local law.

7. Inspection; Acceptance. A New Leaf performance of the Services shall be subject to review by the City at reasonable times during A New Leaf's performance. A New Leaf shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. A New Leaf shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by A New Leaf. The City has no obligation to provide A New Leaf, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to A New Leaf.

9. Performance Warranty. A New Leaf warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, A New Leaf shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of A New Leaf, its officers, employees, agents or any tier of subcontractors in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of A New Leaf, A New Leaf shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect A New Leaf. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve A New Leaf from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

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

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

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

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

G. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. A New Leaf shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, A New Leaf shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and A New Leaf. A New Leaf shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

I. Evidence of Insurance. Prior to commencing any work or services under this Agreement, A New Leaf will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by A New Leaf's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon

the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a “claims made” basis, coverage shall extend for two years past completion of the Services and the City’s acceptance of A New Leaf’s work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be A New Leaf’s responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate reference to this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

(2) A New Leaf’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by A New Leaf under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

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

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

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if A New Leaf engages in any professional services or work adjunct or residual to performing the work under this Agreement, A New Leaf shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by A New Leaf, or anyone employed by A New Leaf, or anyone for whose negligent acts, mistakes, errors and omissions A New Leaf is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Services, and A New Leaf shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above. Confidential information such as the policy premium or proprietary information may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement.

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

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

12. Termination; Cancellation.

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

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement, and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to A New Leaf for the undisputed portion of its fee due as of the termination date.

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

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

12.5 Gratuities. The City may, by written notice to A New Leaf, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts or otherwise, were offered or given by A New Leaf or any agent or representative of A New Leaf to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from A New Leaf an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement 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 A New Leaf fully informed as to the availability of funds for this 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 A New Leaf shall be relieved of any subsequent obligation under this Agreement.

13. Miscellaneous.

13.1 Independent Consultant. A New Leaf acknowledges and agrees that the Services provided under this Agreement are being provided as an independent consultant, not as an employee or agent of the City. A New Leaf, its employees and sub-consultants are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of A New Leaf, its employees or sub-consultants. A New Leaf, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as A New Leaf meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit B. A New Leaf is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and A New Leaf do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

13.3 Laws and Regulations. A New Leaf shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom A New Leaf is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

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

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

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

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned by A New Leaf without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by A New Leaf in violation of this provision shall be a breach of this Agreement by A New Leaf.

13.9 Subcontracts. No subcontract shall be entered into by A New Leaf with any other party to furnish any of the material or services specified herein without the prior written approval of the City. A New Leaf is responsible for performance under this Agreement whether or not sub-consultants are used. Failure to pay sub -consultants in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by A New Leaf.

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

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which

shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

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

13.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to A New Leaf and any amounts A New Leaf owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to A New Leaf any amounts A New Leaf owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.14 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 (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles P. McClendon, City Manager

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

If to A New Leaf: A New Leaf, Inc.
868 East University Drive
Mesa, Arizona 85203
Attn: Luz Bojorquez, CFO

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 subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) 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. 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.

13.15 Confidentiality of Records. A New Leaf shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers or employees, except as required to perform A New Leaf's duties under this Agreement. Persons requesting such information should be referred to the City. A New Leaf also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of A New Leaf as needed for the performance of duties under this Agreement. All data or communications, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted in connection with this Agreement or the performance of the Services is confidential and privileged information (the "Client Records"). Each Party shall retain such Client Records as it may receive or obtain during this Agreement in accordance with ARIZ. REV. STAT. §§ 8-409, 13-4430, ARIZ. ADMIN. CODE § R9-20-302 and any other applicable federal, state or local record retention law. In addition, each party shall maintain the Client Records in accordance with its own internal record retention policy and procedure to the extent such policy and procedure does not conflict with any applicable federal, state or local law. Personal identifying information, financial account information, or restricted A New Leaf or SWFAC information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, both Parties must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. In the event that a Party discovers, believes or has reason to believe that the confidentiality of Client Records obtained by it in connection with this Agreement or performance of the Services has been compromised; such Party shall notify the other Party and any affected clients.

13.16 Records and Audit Rights. To ensure that A New Leaf and its sub-consultants are complying with the warranty under subsection 13.17 below, A New Leaf's and its sub-consultants' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any A New Leaf and its sub-consultants' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on A New Leaf's and its sub-consultants' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of A New Leaf's and its sub-consultants' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, A New Leaf and its sub-consultants hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its sub-consultants' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to A New Leaf pursuant to this Agreement. A New Leaf and its sub-consultants shall provide the City with adequate and appropriate workspace so that the City can conduct audits in

compliance with the provisions of this subsection. The City shall give A New Leaf or its sub-consultants reasonable advance notice of intended audits. A New Leaf shall require its sub-consultants to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, A New Leaf and its sub-consultants warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). A New Leaf's or its sub-consultants' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

13.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, A New Leaf 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 meaning set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the City determines that A New Leaf submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 12.2 above.

13.19 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 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

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2013,
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona
municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“A New Leaf”

A NEW LEAF, INC., an Arizona
non-profit corporation

By: _____

Name: _____

Title: _____

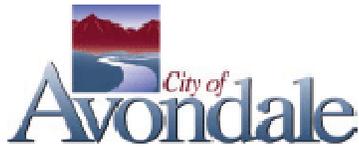
(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2013, by
_____, as _____ of A NEW LEAF, INC., an Arizona non-
profit corporation, on behalf of the corporation.

(affix notary seal here)

Notary Public in and for the State of Arizona



CITY COUNCIL REPORT

SUBJECT:

Professional Services Agreement - Dibble and Associates - Central and Western Avenue Water and Sewer Design

MEETING DATE:

June 3, 2013

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director 623-333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with Dibble Engineering for the Central & Western Avenue Water & Sewer Design in the amount of \$232,030, and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents.

BACKGROUND:

The City Engineering Department is designing the Central Avenue Paving, Western to Van Buren Street Project, which is grant funded. Central Avenue lanes will be reduced and the street reconstructed.

Central Avenue water line replacement will be completed prior to the street project. In preparation for the water line design, staff videoed the existing sewer line. It was discovered that there were several discontinuities in the line, and several locations where the line had settled between manholes. Therefore, staff remodeled the sewer line taking into consideration potential changes that could occur in the properties south of Van Buren. This modeling demonstrated that the existing 8" line would be undersized if a dense development occurred in the future. Given these issues, the new sewer line will be reconstructed and increased in size before Central Avenue is reconstructed.

A Request for Qualifications for the design of the water and sewer line was released and Dibble Engineering was selected as the design consultant for this project.

DISCUSSION:

The existing Central Avenue sewer line is an 8" line, which is connected to an existing 12" line at the south end of 4th Avenue. See attached Vicinity Map. The Central Avenue sewer line reconstruction will add capacity to the sewer that will allow for increased development south of Van Buren. It is also anticipated that the new line can be deepened sufficiently to eliminate the Lawrence lift station. This will need to be verified with the final design. In addition to the new water line in Central Avenue, design will also be completed for an 8" water line to replace the existing 6" line in Western Avenue. This will provide a greater fire flow supply to the Michael Anderson School on Western Avenue, as well as the commercial properties and apartments on 4th Avenue that are currently only served by 6" water lines.

BUDGETARY IMPACT:

Funding for this project is to be shared equally by the CIP line items 513-1282-00-8610 & 514-1282-00-8520.

RECOMMENDATION:

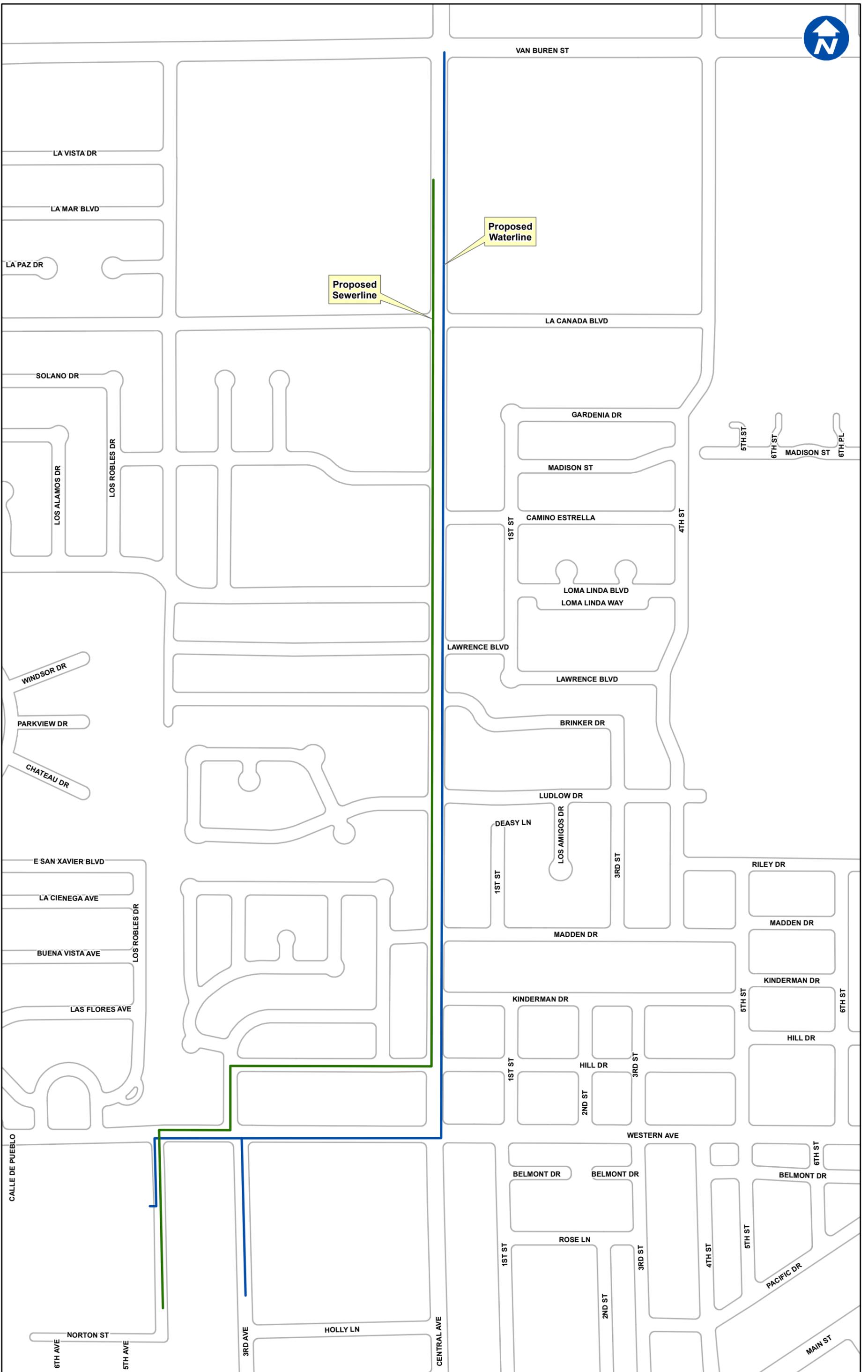
Staff recommends that City Council enter into a Professional Services Agreement with Dibble Engineering for the Central & Western Avenue Water & Sewer Design in the amount of \$232,030, and authorize the Mayor or City Manager and City Clerk to execute the contract document.

ATTACHMENTS:

Click to download

[vicinity Map](#)

[Professional Services Agreement](#)

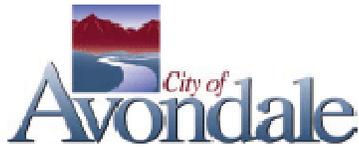


Central Ave (Van Buren St to Western Ave) Proposed Water & Sewer Exhibit

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/32386>



CITY COUNCIL REPORT

SUBJECT:

Resolution 3117-613 Renewal of Intergovernmental Agreement with Maricopa County to operate the Community Action Program

MEETING DATE:

June 3, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an IGA with the Maricopa County Board of Supervisors for a grant in the amount of \$91,256 to provide Crisis Case Management and Financial Assistance services as part of the Community Action Program (CAP) during the fiscal year 2013-14, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The City Council will take the appropriate action.

BACKGROUND:

The Community Action Program began serving residents of Avondale in 1964. Services are provided to the residents of Avondale who, for a variety of reasons, find themselves in financial difficulty. Families who live below the poverty level are often not able to put money aside for a crisis and thus find themselves having to ask for assistance when the head of the household experiences a lay-off, when an accident causes a disability, or when an elderly parent or newborn joins the family.

DISCUSSION:

The service area stipulated under the contract in addition to Avondale includes Goodyear, Litchfield Park, unincorporated areas north to Glendale Avenue including Litchfield Park, and east/south to Laveen and the unincorporated areas surrounding but not including Tolleson. In March 2013, the Community Action Program relocated to the Care1st Avondale Housing and Resource Center.

Community Action Program services include: information and referral; advocacy; crisis intervention; emergency food box referral; employment search; energy education; and housing, rental, and energy assistance. Staff provides assistance to residents facing personal or economic emergencies, or crises such as loss of home, job, or household income. Each family applying for assistance is offered crisis case management services which provide a structure in which family members receive information and learn skills which assist them in reducing emotional and financial crisis in the future.

BUDGETARY IMPACT:

Total estimated cost for the two required positions to provide crisis case management and financial assistance services is \$130,360. The total funding provided by Maricopa County for FY 2013-14 is \$91,256. Additional funding in the amount of \$22,000 has been requested from the City of Goodyear. The gap in funding of \$17,104 is included in Avondale's proposed FY 2013-14 budget.

RECOMMENDATION:

Staff recommends that City Council adopt a resolution authorizing an IGA with the Maricopa County Board of Supervisors for a grant in the amount of \$91,256 to provide Crisis Case Management and Financial Assistance Services as part of the Community Action Program (CAP) during FY 2014.

ATTACHMENTS:

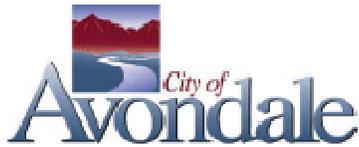
Click to download

[Intergovernmental Agreement](#)

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/32387>



CITY COUNCIL REPORT

SUBJECT:

Resolution 3115-613 – Intergovernmental Agreement with ADOT for the Design and Scoping of the Intelligent Transportation System

MEETING DATE:

June 3, 2013

TO: Mayor and Council

FROM: Charles Andrews, P.E., City Engineer, 623-333-4216

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 Arizona Department of Transportation (ADOT) for the administration of the design and scoping of the Intelligent Transportation System (ITS) with ACS controllers and CCTV cameras project, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale applied for Federal Congestion Mitigation and Air Quality (CMAQ) funding through the Maricopa Association of Governments (MAG) for the Intelligent Transportation System with ACS Controllers and CCTV Cameras project. MAG has programmed this Project for construction in FY2015. The Project's estimated construction cost is \$539,520. The federal contribution is estimated to be \$508,579 and the City's cost share is estimated to be \$30,741. During the MAG closeout process, the City applied and received additional funds for the design of this Project. In order to receive federal funding for this design component, an IGA is necessary.

DISCUSSION:

The ITS project will furnish and install fiber backbone along Dysart Road starting at Rancho Santa Fe and ending at Indian School Road. The facility will be located within existing City of Avondale rights-of-way. Eight (8) new traffic signal controllers and three (3) CCTV cameras will be installed at the Indian School Road, Thomas Road and McDowell Road intersections. The design component will provide construction documents for the Project.

The IGA identifies and defines the State's and the City's respective responsibilities for the scoping/design of the Project. The IGA proposes the following terms of agreement:

ADOT will prepare and provide all pertinent documents for the design of the Project; review and approve documents required by FHWA, submit all documentation required to FHWA with the recommendation that funding be approved for the Project, and request the maximum programmed federal funds for the scoping/design of this Project. Upon authorization, by FHWA and the State, enter into contract(s) with the consultant(s) for the design of the Project.

The City will be responsible for reviewing design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds.

The estimated design/scoping costs for this Project is \$104,221. The City will be responsible for remittance of a \$10,000 design review fee to ADOT, and a cost share of 5.7% matching funds or \$5,371. The remaining City contribution of approximately \$15,000 will be for all costs incurred in performing and accomplishing the work as set forth under this Agreement but not covered by federal funding.

BUDGETARY IMPACT:

Funding for this project is available in CIP Street Fund Line Item 304-1267-00-8420, Intelligent Transportation System.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for the administration of the design and scoping of the Intelligent Transportation System (ITS) with ACS controllers and CCTV cameras project, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Intergovernmental Agreement](#)

RESOLUTION NO. 3115-613

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE DESIGN AND SCOPING OF THE INTELLIGENT TRANSPORTATION SYSTEM WITH ACS CONTROLLERS AND CCTV CAMERAS.

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

SECTION 1. The Intergovernmental Agreement with the State of Arizona for the administration of the design and scoping of an intelligent transportation system with ACS controllers and CCTV cameras at the Indian School Road, Thomas Road and McDowell Road intersections (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed 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, June 3, 2013.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3115-613

[Agreement]

See following pages.

ADOT CAR No.: IGA/JPA 13-0001182-I
AG Contract No.: P001 2013-001250
Project: Avondale ITS System with ACS
Controllers, CCTV Cameras
Section: Dysart Road, Santa Fe to
Indian School Road
Federal-aid No.: CM AVN-0(216)T
ADOT Project No.: SZ079 01D & 03D
TIP/STIP No.: MAG AVN15-461d
Budget Source Item No.: n/a

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AGREEMENT is entered into this date _____ 2013, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
 3. The purpose of this Agreement is to designate the State as the City's authorized agent to obtain federal funds for the scoping and design of the ITS System with ACS controllers and CCTV cameras at the Indian School Road, Thomas Road, and McDowell Road intersections, herein referred to as the "Project". The State will administer the design of the Project through its On-Call process.
 4. The City, in order to obtain federal funds for the scoping/design of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and the Federal Highway Administration (FHWA).
 5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City.
 6. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.
-

7. The federal funds will be used for the scoping/design of the Project. The estimated Project costs are as follows:

SZ079 03D (scoping/design):

Federal-aid funds @ 94.3% (capped)	\$ 88,850.00
City's match @ 5.7%	\$ 5,371.00
State design review fee (SZ079 01D)*	\$ 10,000.00
Total– Scoping/Design	\$ 104,221.00
Summary:	
Total Estimated City Funds	\$ 15,371.00
Total Federal Funds	\$ 88,850.00

* (Included in the City Estimated Funds)

The Parties acknowledge that the final project design costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City, if the Project is approved by FHWA and funds for the Project are available.

b. Upon execution of this Agreement, and prior to performing or authorizing **any** work, invoice the **City** for the State's design review fee, currently estimated at \$10,000.00 and the City's estimated share of the Project design costs, currently estimated at \$5,371.00. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual design review and design costs.

c. Upon receipt of the design review fee and the City's estimated share of the Project design costs, on behalf of the City, prepare and provide all pertaining documents for the design of the Project; review and approve documents required by FHWA to qualify certain projects for and to receive federal funds, incorporating comments from the City as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement.

d. Submit all documentation required to FHWA containing the above-mentioned Project with the recommendation that funding be approved for ITS System with ACS Controllers, CCTV Cameras at the Indian School Road, Thomas Road and McDowell Road intersections. Request the maximum

programmed federal funds for the scoping/design of this Project. Upon authorization by FHWA and the State, enter into contract(s) with the consultant(s) for the design of the Project.

e. Upon completion of the design of the Project, provide an electronic version set of design documents to the City for their records.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City.

b. Upon execution of this Agreement, and prior to performing or authorizing **any** work, and within thirty (30) days of receipt of an invoice from the State, remit to the State the State's design review fee, currently estimated at \$10,000.00 and the City's share of the Project, currently estimated at \$5,371.00. Be responsible for any difference between the estimated and actual design review and design costs.

c. Review design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Provide design review comments to the State as appropriate.

d. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, and payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

e. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

f. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any consultant claims for additional compensation caused by Project delays attributable to the City, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

g. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right-of-way acquisition or construction within ten (10) years after federal funds were first made available.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of federal aid received.

4. The cost of the project under this Agreement includes applicable indirect costs approved by FHWA.

5. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

6. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

8. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order

Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

12. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

13. Pursuant to Arizona Revised Statutes §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes §§ 35-391 and/or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

14. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

15. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
Phone No. (602) 712-7124
Fax No. (602) 712-3132

City of Avondale
Attn: Charles P. McClendon
11465 W. Civic Center Drive
Avondale, Arizona 85323
Phone No. (623) 333-1000

For Financial Matters:
Kevin Artz, Director of Finance and
Budget Department
11465 W. Civic Center Drive, Ste
250
Avondale, Arizona 85323
Phone No. (623) 333-2000

With Copy to:
Gust Rosenfeld, PLC
One E. Washington Street, Ste 1600
Phoenix, Arizona 85004
Attn: Andrew J. McGuire, Esq.

16. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

THE CITY OF AVONDALE

STATE OF ARIZONA

Department of Transportation

By _____
MARIE LOPEZ ROGERS
Mayor

By _____
DALLAS HAM MITT, P.E. (Dallas is the
correct signer until further notice
Senior Deputy State Engineer, Developer

ATTEST:

By _____
CARMEN MARTINEZ
City Clerk

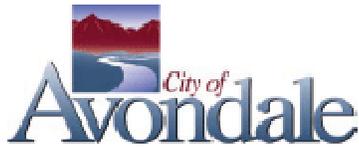
ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2013.

City Attorney



CITY COUNCIL REPORT

SUBJECT:

Resolution 3114-613 – Intergovernmental Agreement with ADOT for the Design and Scoping of the Agua Fria Multi-Use Path

MEETING DATE:

June 3, 2013

TO: Mayor and Council

FROM: Charles Andrews, P.E., City Engineer, 623-333-4216

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 Arizona Department of Transportation (ADOT) for the administration of the design and scoping of the Agua Fria Multi-Use Path project, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale applied for Federal Congestion Mitigation and Air Quality (CMAQ) funding through the Maricopa Association of Governments (MAG) for the Agua Fria Multi-Use Path project. MAG has programmed this Project for construction in FY2015. The Project's estimated construction cost is \$1,340,856. The federal contribution is estimated to be \$1,264,427 and the City's cost share is estimated to be \$76,429. During the MAG closeout process, the City applied and received additional funds for the design of this Project. In order to receive federal funding for this design component, an IGA is necessary.

DISCUSSION:

The Agua Fria Multi-Use Path project will construct an asphalt multi-use path under Interstate 10 (I-10) along the Agua Fria east bank that connects Van Buren St. to Friendship Park at McDowell Rd.

Upon project completion, the Agua Fria Multi-Use Path will create an alternative mode of transportation, walking or biking, between McDowell Road and Van Buren Streets. The path will connect residential communities to Friendship Park, employment sites and commercial sites. The multi-use path will also reduce foot traffic near the freeway traffic interchanges.

The IGA identifies and defines the State's and the City's respective responsibilities for the scoping/design of the Project. The IGA proposes the following terms of agreement:

ADOT will prepare and provide all pertinent documents for the design of the Project; review and approve documents required by FHWA, submit all documentation required to FHWA with the recommendation that funding be approved for the Project, and request the maximum programmed federal funds for the scoping/design of this Project. Upon authorization, by FHWA and the State, enter into contract(s) with the consultant(s) for the design of the Project.

The City will be responsible for reviewing design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds.

The estimated design/scoping costs for this Project is \$187,094. The City will be responsible for remittance of a \$10,000 design review fee to ADOT, and a cost share of 5.7% matching funds or \$10,094. The City will also be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding.

BUDGETARY IMPACT:

Funding for this project is available in CIP Parkland Fund Line Item, 310-1312-00-8210, Friendship Park Enhancements.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for the administration of the design and scoping of the Agua Fria Multi-Use Path project, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Resolution 3114-613](#)

RESOLUTION NO. 3114-613

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE DESIGN AND SCOPING OF THE AGUA FRIA MULTI-USE PATH.

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

SECTION 1. The Intergovernmental Agreement with the State of Arizona for the administration of the design and scoping of an asphalt multi-use path under Interstate 10 along the Agua Fria east bank that connects Van Buren Street to Friendship Park at McDowell Road (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed 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, June 3, 2013.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3114-613

[Agreement]

See following pages.

ADOT CAR No.: IGA/JPA 13-0001169-I
AG Contract No.: P0012013-001249
Project: I-10 Under path along Agua Fria
East Bank
Section: Van Buren to Friendship Park
at McDowell Road
Federal-aid No.: CM-AVN-0(215)T
ADOT Project No.: SZ078 01D & 03D
TIP/STIP No.: MA-AVN15-441d
Budget Source Item No.: n/a

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AGREEMENT is entered into this date _____ 2013, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
 3. The purpose of this Agreement is to designate the State as the City's authorized agent to obtain federal funds for the scoping and design of an asphalt multi-use path under Interstate 10 (I-10) along the Agua Fria east bank that connects Van Buren Street to Friendship Park at McDowell Road, hereinafter referred to as the "Project". The State will administer the design of the Project through its On-Call process.
 4. The City, in order to obtain federal funds for the scoping/design of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and the Federal Highway Administration (FHWA).
 5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City.
 6. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.
-

7. The federal funds will be used for the scoping/design of the Project. The estimated Project costs are as follows:

SZ078 03D (scoping/design):

Federal-aid funds @ 94.3% (capped)	\$ 167,000.00
City's match @ 5.7%	\$ 10,094.00
State design review fee (SZ078 01D)*	\$ 10,000.00
Total– Scoping/Design	\$187,094.00
Summary:	
Total Estimated City Funds	\$ 20,094.00
Total Federal Funds	\$ 167,000.00

* (Included in the City Estimated Funds)

The Parties acknowledge that the final project design costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City, if the Project is approved by FHWA and funds for the Project are available.

b. Upon execution of this Agreement, and prior to performing or authorizing **any** work, invoice the **City** for the State's design review fee, currently estimated at \$10,000.00 and the City's estimated share of the Project design costs, currently estimated at \$10,094.00. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual design review and design costs.

c. Upon receipt of the design review fee and the City's estimated share of the Project design costs, on behalf of the City, prepare and provide all pertaining documents for the design of the Project; review and approve documents required by FHWA to qualify certain projects for and to receive federal funds, incorporating comments from the City as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement.

d. Submit all documentation required to FHWA containing the above-mentioned Project with the recommendation that funding be approved for the design of an asphalt multi-use path under Interstate 10 (I-10) along the Agua Fria east bank that connects Van Buren Street to Friendship Park at McDowell Road. Request the maximum programmed federal funds for the scoping/design of this Project. Upon authorization, by FHWA and the State, enter into contract(s) with the consultant(s) for the design of the Project.

e. Upon completion of the design of the Project, provide an electronic version set of design documents to the City for their records.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City.

b. Upon execution of this Agreement, and prior to performing or authorizing **any** work, and within thirty (30) days of receipt of an invoice from the State, remit to the State the State's design review fee, currently estimated at \$10,000.00 and the City's share of the Project, currently estimated at \$10,094.00. Be responsible for any difference between the estimated and actual design review and design costs.

c. Review design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Provide design review comments to the State as appropriate.

d. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, and payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

e. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

f. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any consultant claims for additional compensation caused by Project delays attributable to the City, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

g. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right-of-way acquisition or construction within ten (10) years after federal funds were first made available.

III. MISC ELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of federal aid received.

4. The cost of the project under this Agreement includes applicable indirect costs approved by FHWA.

5. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

6. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

8. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order

Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

12. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

13. Pursuant to Arizona Revised Statutes §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes §§ 35-391 and/or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

14. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

15. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
 Joint Project Administration
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, Arizona 85007
 Phone No. (602) 712-7124
 Fax No. (602) 712-3132

City of Avondale
Attn: Charles P. McClendon
11465 W. Civic Center Drive
Avondale, Arizona 85323
Phone No. (623) 333-1000

For Financial Matters:
Kevin Artz, Director of Finance and
Budget Department
11465 W. Civic Center Drive, Ste
250
Avondale, Arizona 85323
Phone No. (623) 333-2000

With Copy To:
Gust Rosenfeld, PLC
One E. Washington Street, Ste 1600
Phoenix, Arizona 85004
Attn: Andrew J. McGuire, Esq.

16. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

THE CITY OF AVONDALE

STATE OF ARIZONA
Department of Transportation

By _____
MARIE LOPEZ ROGERS
Mayor

By _____
DALLAS HAMMITT P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
CARMEN MARTINEZ
City Clerk

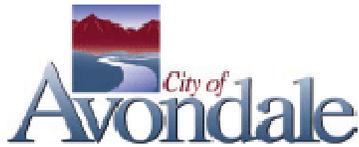
ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2013.

City Attorney



CITY COUNCIL REPORT

SUBJECT:

Resolution 3116-613 – Intergovernmental Agreement with ADOT for Landscape Maintenance Along I-10, Dysart to SR101L

MEETING DATE:

June 3, 2013

TO: Mayor and Council

FROM: Charles Andrews, P.E., City Engineer, 623-333-4216

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 Arizona Department of Transportation (ADOT) for the purpose of defining the maintenance responsibilities for the proposed landform graphics, landscaping and irrigation improving the traffic interchange at Avondale Boulevard and I-10, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The original ADOT I-10 outside widening construction documents did not incorporate landform graphics, landscaping or landscape irrigation from 99th Avenue to Dysart Road. ADOT did incorporate landscaping along other segments east of 99th Avenue and west of Dysart Road. The City of Avondale requested through MAG that ADOT add landform graphics, landscaping and landscape irrigation components into the I-10 outside widening project. ADOT later agreed to add these components in as part of a later project. ADOT has since programmed for the design and construction of landscaping within the State's rights-of-way along Interstate 10 (I-10), from Dysart Road to State Route 101L (SR 101L), Landform graphics, landscaping, and landscape irrigation has since been installed at Dysart Road and the I-10 as part of this project.

DISCUSSION:

As part of Avondale's request to add consistent landscaping along I-10 within Avondale's segment from 99th Avenue to Dysart Road, ADOT is proposing to install landform graphics, landscaping and landscape irrigation at the Avondale Boulevard and the I-10 interchange. A condition of the proposed improvements is that Avondale agree to maintain the improvements after ADOT installs them.

The purpose of this Agreement is to define maintenance responsibilities for the water services and electrical power for the booster pump required for the landscaping and irrigation system to ensure water can be delivered at the desired pressure within the Project limits. The following is a summary of the City's and ADOT's responsibilities:

The City will:

- Review the Project Documents for the landscaping and irrigation construction Project and provide comments to the State, as appropriate.
- The City will authorize and pay or waive any water development fees and furnish all water at the designated pressures stated in the design plans, to the maximum extent possible for landscape installation during the construction phase, and all water, thereafter necessary to properly maintain the landscape, at City's expense. The maximum amounts of water to be

provided are based on design pressures, in accordance with the Project Documents.

- At the conclusion of the Landscaping Establishing Phase, assume responsibility for maintenance of any proposed booster equipment required by the State to maintain design water pressures, and any reasonable equipment deemed necessary by the State to effectively interface with the State's existing irrigation system, all at the City's expense. City will perform any repairs necessary to the equipment in a timely manner in order to not cause damage to plantings.
- At the conclusion of the contractor's maintenance and warranty period, be responsible for the cost of electrical power and maintain the areas designated for the City on the attached Landscape Maintenance Exhibit.

ADOT will:

- Prepare to State standards design plans, specifications and other such documents and services required for the bidding and construction of the landscaping and irrigation Project. Upon receipt of the City's comments, advertise for bids and award one or more construction contracts(s) for the Project, at the State's expense. Administer the contract(s) and make all payments to the contractor(s).
- Obtain and pay for all monthly service billing fees/costs for electrical power to operate both the State's irrigation controllers and booster pumps during construction and through the contractor's maintenance and warranty period.
- Upon completion of the Project's construction and during the contractor's maintenance and warranty period, be responsible, through its contractor, for maintenance of the landscaping, landform graphics, and the irrigation system operation and components.
- At the conclusion of the contractor's maintenance and warranty period, maintain the landscaping, landform graphics, the irrigation system, and pay for irrigation system electric, (excluding booster pump systems) including all testing, adjusting, repairing and operation of the irrigation system, in the areas designated for the State as agreed.
- Grant or confirm, per established procedures of the State's Phoenix Maintenance District Permit Office, that the City has a valid annual citywide Blanket Permit on file, for routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way.

BUDGETARY IMPACT:

The annual costs are estimated to be the following:

<u>Description</u>	<u>Annual Cost</u>
Water	\$15,000
Power (Booster Pump only)	\$ 2,000
Maintenance (Booster Pump only)	\$ 3,000
Total Annual Operation and Maintenance Costs	\$20,000

In addition, there is a one-time fee for the 2" water meter of \$27,067.

Therefore, it is requested that \$47,067 be transferred from contingency funds for these initial costs. After the initial year, the operation and maintenance costs will be analyzed and the appropriate base budgets will be adjusted.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for the purpose of defining the maintenance responsibilities for the proposed landform graphics, landscaping and irrigation improving the traffic interchange at Avondale Boulevard and I-

10, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

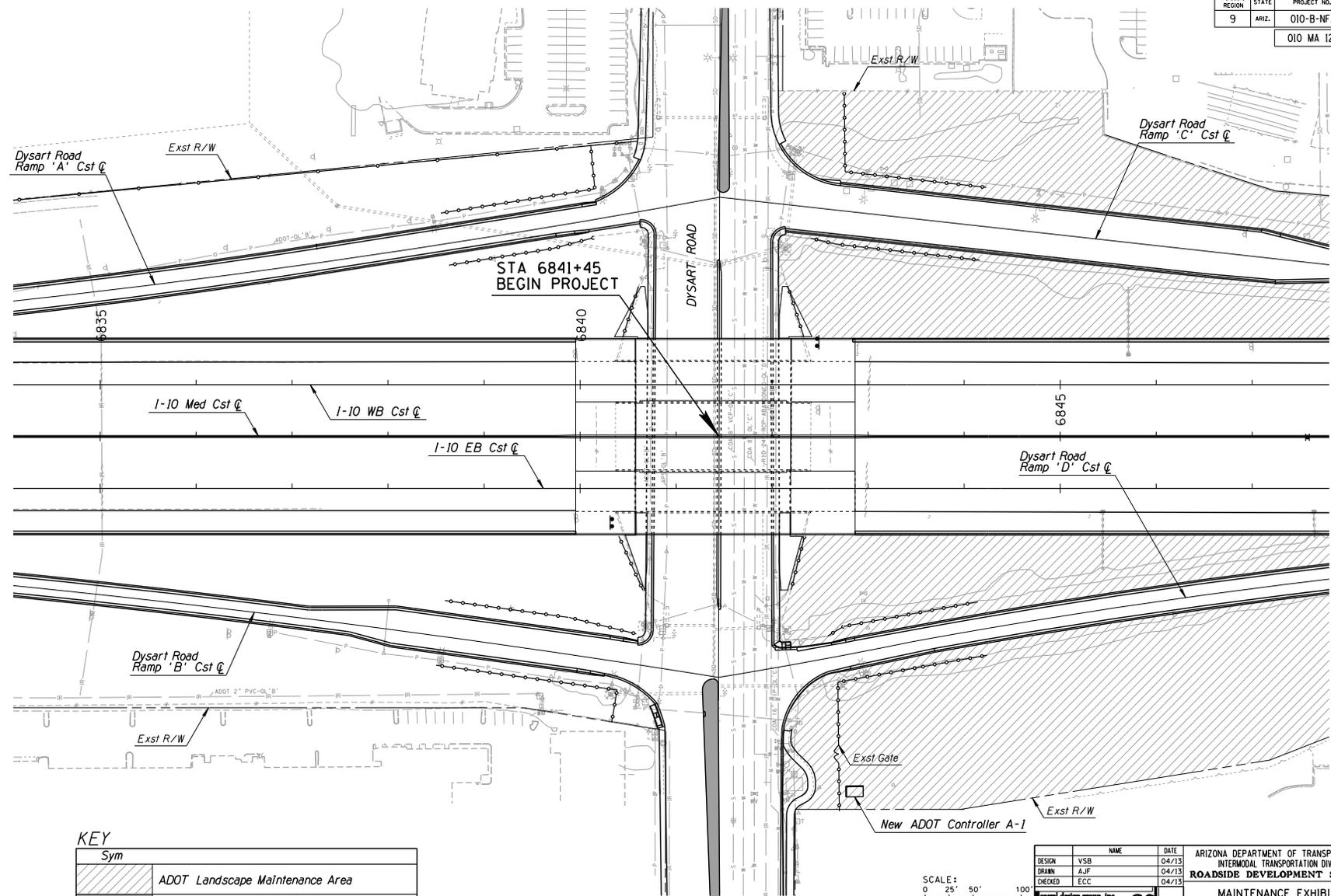
ATTACHMENTS:

Click to download

[Interchanges Maintenance Exhibit](#)

[Intergovernmental Agreement](#)

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	OIO-B-NFA	1	4	
OIO MA 129					



STA 6841+45
BEGIN PROJECT

KEY

Sym	Description
	ADOT Landscape Maintenance Area
	City of Avondale Landscape Maintenance Area

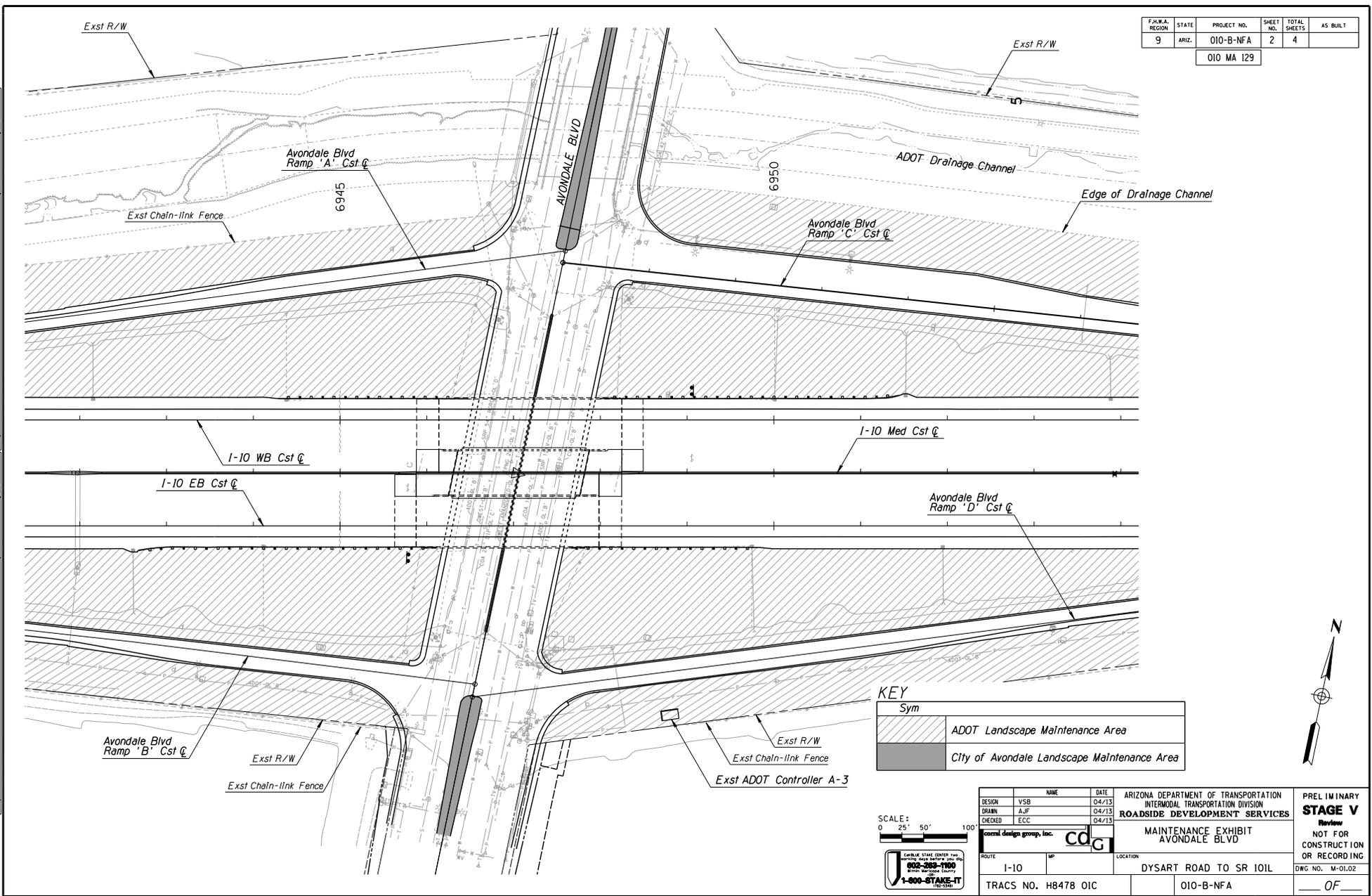
SCALE: 0 25' 50' 100'

Central design group, inc. **cdg**

1-800-STAKE-IT

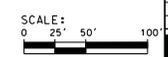
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DRAWN	AJF	DATE	04/13		
CHECKED	ECC	DATE	04/13		
central design group, inc. cdg				MAINTENANCE EXHIBIT DYSART ROAD	
ROUTE	I-10	MP		LOCATION	DYSART ROAD TO SR 101L
TRACS NO. H8478 OIC			OIO-B-NFA		DWG NO. M-01.01
					___ OF ___

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	OIO-B-NFA	2	4	
OIO MA 129					



KEY

	ADOT Landscape Maintenance Area
	City of Avondale Landscape Maintenance Area



DESIGN	YSB	DATE	04/13	ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION ROADSIDE DEVELOPMENT SERVICES	PRELIMINARY STAGE V Review NOT FOR CONSTRUCTION OR RECORDING
DRAWN	AJF	04/13			
CHECKED	ECC	04/13			
corral design group, inc. cdg					
ROUTE	I-10	MP		LOCATION	DYSART ROAD TO SR 101L
TRACS NO. H8478 OIC		OIO-B-NFA		DWG NO. M-01.02	
				___ OF ___	

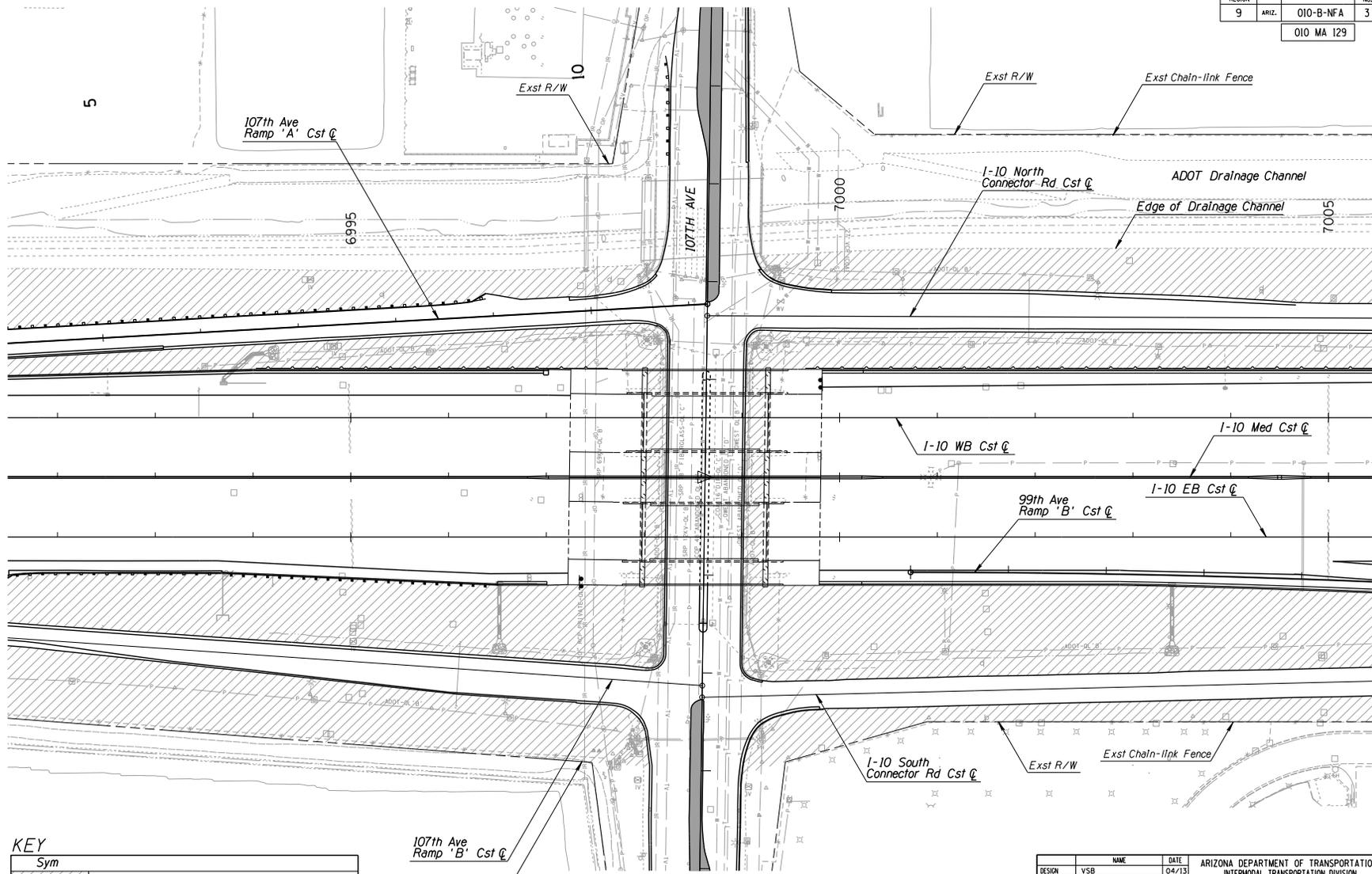
PLOTTED BY: AFLEETWOOD AT

11:46:51 AM 4/24/2013

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DATE: _____ MAKE BY: _____ DATE: _____ MAKE BY: _____ DATE: _____ MAKE BY: _____

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	010-B-NFA	3	4	
010 MA 129					



KEY

Sym	Description
	ADOT Landscape Maintenance Area
	City of Avondale Landscape Maintenance Area

SCALE: 0 25' 50' 100'

1-800-STAKE-IT
100-255-1900
100-255-1900
100-255-1900

DESIGN: YSB	DATE: 04/13	ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION ROADSIDE DEVELOPMENT SERVICES	PRELIMINARY STAGE V Review NOT FOR CONSTRUCTION OR RECORDING
DRAWN: A.J.F.	DATE: 04/13		
CHECKED: ECC	DATE: 04/13		
corral design group, inc.		MAINTENANCE EXHIBIT 107TH AVENUE	DWG NO. M-01.03
ROUTE: I-10	MP:	LOCATION: DYSART ROAD TO SR 101L	010-B-NFA
TRACS NO. H8478 OIC		010-B-NFA	



RESOLUTION NO. 3116-613

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR LANDSCAPE MAINTENANCE WITHIN THE RIGHTS-OF-WAY ALONG INTERSTATE 10, FROM DYSART ROAD TO STATE ROUTE 101L.

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

SECTION 1. The Intergovernmental Agreement with the State of Arizona for the maintenance of water services and electrical power for the booster pump required for the landscaping and irrigation system within the rights-of-way along Interstate 10, from Dysart Road to State Route 101L (the "Agreement"), is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed 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, June 3, 2013.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3116-613

[Agreement]

See following pages.

ADOT File No.: IGA/JPA 13-0001208 I
AG Contract No.: P001 2013 xxxx
Project: Interstate 10 (I-10)
Section: Dysart Road to SR 101L
Project No.: H8478 01C
Budget Source Item No.: 46212
Maintenance Agreement

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AGREEMENT is entered into _____, 2013 pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF AVONDALE, ARIZONA, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are individually referred to as the "Party" and are collectively referred to as the "Parties".

THIS AGREEMENT SUPERSEDES, the landscape maintenance agreement known as JPA 86-010 under AG Contract No. 86-159, executed August 13, 1986, and filed with the Secretary of State, No. 11385, (the "First Agreement").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The City is empowered by Arizona Revised Statutes § 48-572 and City Charter, Section 3, Article I, to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
 3. The State has programmed for the design and construction of landscaping and irrigation system within the State's rights-of-way along Interstate 10 (I-10), from Dysart Road to State Route 101L (SR 101L), hereinafter referred to as the "Project". The purpose of this Agreement is to define maintenance responsibilities for the water services and electrical power for the booster pump required for the landscaping and irrigation system to ensure water can be delivered at the desired pressure within the Project limits.
 4. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project scope will only occur with the mutual written consent of both Parties. It is understood by the Parties, that maintenance for the aesthetic enhancements to Soundwall 3B, wingwalls, abutments and piers within the Project area are covered in a stand-alone agreement (JPA 07-062 I).
-

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Prepare to State standards design plans, specifications and other such documents and services ("Project Documents") required for the bidding and construction of the landscaping and irrigation Project. Submit same to the City for comments as appropriate.

b. Upon receipt of the City's comments, advertise for bids and award one or more construction contracts(s) for the Project, at the State's expense. Administer the contract(s) and make all payments to the contractor(s). Be responsible for any contractor claims for additional compensation caused by or attributable to the State.

c. Obtain and pay for all monthly service billing fees/costs for electrical power to operate both the State's irrigation controllers and booster pumps during construction and through the contractor's maintenance and warranty period, referred to in the construction contract as Landscaping Establishment.

d. Allow the City to switch over the water lines for reclaimed and/or remediated water as mentioned in paragraphs II.2.e and f.

e. Upon completion of the Project's construction and during the contractor's maintenance and warranty period, be responsible, through its contractor, for maintenance of the landscaping, landform graphics, and the irrigation system operation and components.

f. At the conclusion of the contractor's maintenance and warranty period, maintain the landscaping, landform graphics, the irrigation system, and pay for irrigation system electric, (excluding booster pump systems) including all testing, adjusting, repairing and operation of the irrigation system, in the areas designated for the State as agreed.

h. Grant or confirm, per established procedures of the State's Phoenix Maintenance District Permit Office, that the City has a valid annual citywide Blanket Permit on file, for routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree that any new construction or installation shall require a separate permit through the State's Phoenix Maintenance District Permit Supervisor, as per the Phoenix Maintenance District's established procedures.

2. The City will:

a. Review the Project Documents for the landscaping and irrigation construction Project and provide comments to the State, as appropriate.

b. Furnish and install the proposed water meter(s) only, up to two-inches in size, in installed meter boxes provided by the ADOT contractor, at the designated locations within the State's right-of-way, at the State's expense. The actual copper water service lines from the water main or other point of connection to the proposed meter location will be installed by the ADOT contractor. The City will authorize and pay or waive any water development fees.

c. Furnish all water at the designated pressures stated in the design plans, to the maximum extent possible for landscape installation during the construction phase, and all water, thereafter

necessary to properly maintain the landscape, at City's expense. The maximum amounts of water to be provided are based on design pressures, in accordance with the Project Documents.

d. At the conclusion of the Landscaping Establishing Phase (as defined in the construction contract), assume responsibility for maintenance of any proposed booster equipment required by the State to maintain design water pressures, and any reasonable equipment deemed necessary by the State to effectively interface with the State's existing irrigation system, all at the City's expense. City will perform any repairs necessary to the equipment in a timely manner in order to not cause damage to plantings.

e. Agree to bear all costs of switching over the water lines for reclaimed and/or remediated water in the future for the landscaping. When the water lines switch over to reclaimed or remediated water, the water pressure range and volume will be consistent with the design parameters required for the landscaping. Reclaimed and/or remediated water shall be treated as required to ensure horticultural suitability as determined by the State.

f. Be responsible for all associated costs to incorporate the reclaimed and remediated water for the Project. Be responsible for operational and maintenance costs of the reclaimed and remediated water system which includes, but is not limited to, booster-pumps, filters, and other reclaimed/remediated features.

g. At the conclusion of the contractor's maintenance and warranty period, be responsible for the cost of electrical power and maintain the areas designated for the City on the attached Landscape Maintenance Exhibit.

i. Obtain, per established procedures of the State's Phoenix Maintenance District Permit Office, a valid annual citywide Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Comply with all permit and Certificate of Insurance requirements. The City agrees that any new construction or installation shall require a separate permit as per the Phoenix Maintenance District's established procedures, copies of which may be obtained through the Phoenix Maintenance District Office referenced herein.

j. Comply with the 2009 Manual on Uniform Traffic Control Devices (MUTCD) (or latest edition), as published by the Federal Highway Administration (FHWA) and the current Arizona Supplement, as per Arizona Revised Statutes § 28-641, in a manner to minimize traffic congestion and interference with through traffic on State highway rights of way. Traffic Control plans will be reviewed and/or approved by and through the Arizona Department of Transportation (ADOT), Phoenix Maintenance District Permit Office.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project; provided however, any provisions for water, electrical power and booster pumping equipment for landscaping furnished by the City shall be perpetual. Further, this Agreement may be cancelled at any time prior to advertisement of the Project construction contract, upon thirty (30) days' written notice to the other Party.

2. The Parties to this Agreement agree that the State shall be indemnified and held harmless by the City for the vicarious liability of the State as a result of entering into this Agreement. Each Party to this Agreement is responsible for its own negligence.

3. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

4. The cost of the Project under this Agreement includes applicable indirect costs approved by the FHWA, if applicable.

5. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

7. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, U.S.C. Volume 42, Sections 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

11. Pursuant to Arizona Revised Statutes §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes §§ 35-391 and/or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

12. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

14. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Avondale
City Manager
11465 West Civic Center Drive, Suite 120
Avondale, Arizona 85323

For Encroachment and Blanket Permit
Arizona Department of Transportation

With Copy To:
Gust Rosenfeld, PLC

Phoenix Maintenance District Permits Office
2140 West Hilton Avenue, Mail Drop PM00,
Phoenix, Arizona 85009

One E. Washington Street, Ste 1600
Phoenix, Arizona 85004
Attn: Andrew J. McGuire, Esq.

15. In accordance with Arizona Revised Statutes § 11-952(D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF AVONDALE

STATE OF ARIZONA
Department of Transportation

By _____
MARIE LOPEZ ROGERS
Mayor

By _____
BRENT CAIN, P.E.
Deputy State Engineer, Urban Operations

ATTEST

By _____
CARMEN MARTINEZ
City Clerk

IGA/JPA 13-0001208 I

ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE

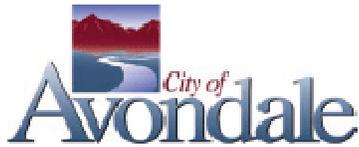
I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2013

ANDREW J. MCGUIRE

City Attorney



CITY COUNCIL REPORT

SUBJECT:

Public Hearing - Resolution 3109-613 and Ordinance 1518-613 - Amendment to the City Code, Chapter 4, Buildings and Building Regulations

MEETING DATE:

June 3, 2013

TO:

Mayor and Council

FROM:

Tracy Stevens, Acting Development and Engineering Services Director 623-333-4012

THROUGH:

Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council hold a public hearing and adopt an ordinance amending Chapter 4 of the City Code, Buildings and Building Regulations, and adopt by reference the 2012 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 2011 National Electric Code, and the Avondale Amendments to these codes, and adopt a resolution declaring as public record that certain document filed with the City Clerk and entitled the City of Avondale Building and Building Regulations Ordinance.

BACKGROUND:

On March 18, 2013, staff provided City Council with a summary of significant code revisions to Chapter 4, Buildings and Building Regulations.

The Codes were developed by the International Code Council and the combined efforts of 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 2012 series. The National Electrical Code was developed by the National Fire Protection Association (NFPA). The 2011 National Electrical Code is the most current edition. 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 the State in 2012. The subcommittee received input from code officials, design professionals, local homebuilders and other affected parties. The subcommittee's recommendations have been presented to the MAG Building Codes Committee for reference as uniform code amendments. Below are changes to the International Energy Conservation Code since the March 18, presentation.

Amendment	Reason
C101.2 Scope. This code applies to <i>commercial buildings</i> and the building sites and associated systems and equipment. Group R-2 when defined as a <i>Commercial Building</i> by section	Would allow a multi-family developer to choose between residential and commercial provisions regardless of the height of the building. Aligns the commercial and residential provisions for multi-family construction. This amendment ensures

C202, shall have the option of complying under the Residential Provisions of the code, regardless of height. Once defined as such on the submittal documents, all components of the Residential Provisions shall be followed.

that a three-story and a four-story (e.g. wood-framed) multi-family development have the same guidelines.

R101.2 Scope. This code applies to *residential buildings* and the building sites and associated systems and equipment. Group R-2 when defined as a *Residential Building* by section R202, shall have the option of complying under the Commercial Provisions of the code, regardless of height. Once defined as such on the submittal documents, all components of the Commercial Provisions shall be followed.

Would allow a multi-family developer to choose between residential and commercial provisions regardless of the height of the building. Aligns the commercial and residential provisions for multi-family construction. This amendment ensures that a three-story and a four-story (e.g. wood-framed) multi-family development have the same guidelines.

R403.2.1 Insulation (Prescriptive). Supply ducts in attics shall be insulated to a minimum of R-8. Ducts in floor trusses shall be insulated to a minimum of R-6.

The Arizona Homebuilders Association proposed efficiency improvements in heating/cooling equipment, glazing product performance, and increased thermal envelope insulation as an alternative to providing R-8 duct insulation required by the IECC. A Code Modification was approved in July 2006 to allow a trade-off to the use of R-6 insulation on HVAC ducts in residential attics. Energy simulation software was used to compare cost savings for each of the proposed areas of concentration. The benefits from improving the efficiency of the air conditioning system, window thermal resistance to heat gain, and wall cavity insulation were shown to surpass cost savings from increasing HVAC duct insulation. Based on these findings, staff recommendation is that this amendment be adopted for use in the 2012 IECC and the 2012 IRC Chapter 11.

Exceptions: Ducts or portions thereof located completely inside the building thermal envelope.

1. Ducts or portions thereof located completely inside the building thermal envelope.

2. Supply ducts may be insulated to a minimum of R-6 when one or more of the following conditions are met;

2.1 Minimum SEER rating of space heating/cooling system is increased to 15.

2.2 Maximum U-factor is decreased to 0.35 and maximum SHGC is decreased to 0.22 for all fenestration products.

2.3 Wall cavity insulation minimum R-value is increased to R-19.

2.4 Residential buildings that meet the requirements of sections R102.1.1 or R405.

2.5 Residential buildings with attic radiant barriers in accordance with ASTM C1313, installed in accordance with ASTM C1743.

DISCUSSION:

The City periodically updates its building codes to stay consistent with building regulations throughout the region. Currently the City Code incorporates the 2009 family of the International codes for Building (commercial), Residential, Plumbing, Mechanical, Fuel Gas, and Energy Efficiency, along with the 2008 National Electric Code, and the Avondale amendments to these codes. These codes were adopted by the City of Avondale in February 2011.

The proposed ordinance will amend Chapter 4, article II section 4-16, Article III Sections 4-31, Article IV Section 4-46 Article V Sections 4-61, Article VI Sections 4-76, Article VII Section 4-91 and Article XI Section 4-151 of the City Code. The effective date of the ordinance is proposed for May 20, 2013 to allow for the 30-day notice required before implementation on July 1, 2013. This date will also give developers time to adjust their building plans as necessary.

A neighborhood meeting was held to discuss the proposed amendment package on April 10, 2013. This meeting was attended by Jake Hinman, representing the Arizona Multihousing Association, and Jackson Mole, representing the Home Builders Association of Central Arizona. Each attendee brought two proposals to discuss (attached) related to the International Energy Conservation Code. Two of the four proposals have been added to the amendment package. They are minor changes that bring clarity to enforcement related to residential and commercial/residential occupancies. These proposals are being supported by larger communities throughout the valley. These proposals will be presented to the MAG building codes committee and supported for adoption into the code.

Staff is not recommending support of the two proposals from the Home Builders Association at this time. Investigating the support of these proposals with other communities in the valley did not yield the same support as the proposals from the Multihousing Association. Should these proposals gain support across the valley policies could be put in effect accepting their use.

Some Cities in the region, Peoria, Glendale, Paradise Valley, and Scottsdale, have already adopted the 2012 family of International codes and the 2011 National Electric Code. Phoenix is stating their adoption is to be finalized and effective July 1. Many additional Cities across the state are making plans to adopt the same codes in 2013.

BUDGETARY IMPACT:

When adopted, new valuation fees will result in a slight increase to the value of construction that is used to determine building permit and plan review fees.

RECOMMENDATION:

City Council will consider a resolution declaring as a public record certain documents filed with the City Clerk and entitled the "2012 International Building Code," the "2012 International Residential Code," the "2012 International Mechanical Code," the "2012 International Plumbing Code," the "2011 National Electrical Code," the "2012 International Fuel Gas Code," the "2012 International Energy Conservation Code" and "The Avondale Amendments to the 2012 International Building Code, the 2012 International Residential Code, the 2012 International Mechanical Code, the 2012 International Plumbing Code, the 2011 National Electrical Code, the 2012 International Fuel Gas Code and the 2012 International Energy Conservation Code", an ordinance adopting the same by reference, amending the Avondale City Code, Chapter 4, Buildings and Building Regulations Relating to Building Codes; establishing an effective date and providing penalties for violations and a resolution approving a permit and plan review rate schedule and setting an effective date.

ATTACHMENTS:

Click to download

- [Resolution](#)
- [Ordinance](#)
- [I - Code](#)
- [Avondale Building Code](#)
- [Arizona multihousing Asso 1 of 3](#)
- [Arizona multihousing Asso 2 of 3](#)
- [Arizona multihousing Asso 3 of 3](#)
- [Home Builders](#)

RESOLUTION NO. 3109-613

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS A PUBLIC RECORD THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND ENTITLED THE "2012 INTERNATIONAL BUILDING CODE," THE "2012 INTERNATIONAL RESIDENTIAL CODE," THE "2012 INTERNATIONAL MECHANICAL CODE," THE "2012 INTERNATIONAL PLUMBING CODE," THE "2011 NATIONAL ELECTRICAL CODE," THE "2012 INTERNATIONAL FUEL GAS CODE," THE "2012 INTERNATIONAL ENERGY CONSERVATION CODE" AND "THE AVONDALE AMENDMENTS TO THE 2012 INTERNATIONAL BUILDING CODE, THE 2012 INTERNATIONAL RESIDENTIAL CODE, THE 2012 INTERNATIONAL MECHANICAL CODE, THE 2012 INTERNATIONAL PLUMBING CODE, THE 2011 NATIONAL ELECTRICAL CODE, THE 2012 INTERNATIONAL FUEL GAS CODE AND THE 2012 INTERNATIONAL ENERGY CONSERVATION CODE."

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

SECTION 1. Those certain documents known as the "2012 International Building Code," the "2012 International Residential Code," the "2012 International Mechanical Code," the "2012 International Plumbing Code," the "2011 National Electrical Code," the "2012 International Fuel Gas Code," the "2012 International Energy Conservation Code" and "The Avondale Amendments to the 2012 International Building Code, the 2012 International Residential Code, the 2012 International Mechanical Code, the 2012 International Plumbing Code, the 2011 National Electrical Code, the 2012 International Fuel Gas Code, and the 2012 International Energy Conservation Code," of which three copies are on file in the office of the City Clerk and open for public inspection during normal business hours, are hereby declared to be public records and said copies are ordered to remain on file with the City Clerk.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, June 3, 2013.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

ORDINANCE NO. 1518-613

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING BY REFERENCE THE “2012 INTERNATIONAL BUILDING CODE,” THE “2012 INTERNATIONAL RESIDENTIAL CODE,” THE “2012 INTERNATIONAL MECHANICAL CODE,” THE “2012 INTERNATIONAL PLUMBING CODE,” THE “2011 NATIONAL ELECTRICAL CODE,” THE “2012 INTERNATIONAL FUEL GAS CODE,” THE “2012 INTERNATIONAL ENERGY CONSERVATION CODE” AND “THE AVONDALE AMENDMENTS TO THE 2012 INTERNATIONAL BUILDING CODE, THE 2012 INTERNATIONAL RESIDENTIAL CODE, THE 2012 INTERNATIONAL MECHANICAL CODE, THE 2012 INTERNATIONAL PLUMBING CODE, THE 2011 NATIONAL ELECTRICAL CODE, THE 2012 INTERNATIONAL FUEL GAS CODE AND THE 2012 INTERNATIONAL ENERGY CONSERVATION CODE;” AMENDING THE AVONDALE CITY CODE, CHAPTER 4, BUILDINGS AND BUILDING REGULATIONS, RELATING TO BUILDING CODES; ESTABLISHING AN EFFECTIVE DATE AND PROVIDING PENALTIES FOR VIOLATIONS.

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

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

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

WHEREAS, the City Council desires to amend the Avondale City Code, Chapter 4, Buildings and Building Regulations, to amend provisions relating to the codification of the previously adopted 2009 International Building Code, 2009 International Residential Code, 2009 International Mechanical Code, 2009 International Plumbing Code, 2008 National Electrical Code, 2009 International Fuel Gas Code, 2009 International Energy Conservation Code and 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 2009 International Fuel Gas Code, the 2009 International Energy Conservation Code and the 2008 National Electrical Code and to adopt the most current editions of such codes.

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

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

SECTION 2. Pursuant to ARIZ. REV. STAT. § 9-802, those certain documents known as the “2012 International Building Code,” the “2012 International Residential Code,” the “2012 International Mechanical Code,” the “2012 International Plumbing Code,” the “2011 National Electrical Code,” the “2012 International Fuel Gas Code,” the “2012 International Energy Conservation Code” (collectively, the “Building Codes”) and “The Avondale Amendments to the 2012 International Building Code, the 2012 International Residential Code, the 2012 International Mechanical Code, the 2012 International Plumbing Code, the 2011 National Electrical Code, the 2012 International Fuel Gas Code, and the 2012 International Energy Conservation Code” (the “Avondale Amendments”) (the Avondale Amendments and the Building Codes are collectively referred to herein as the “Technical Codes”) three copies of which are on file in the office of the City Clerk and are available for public use and inspection during normal business hours, which documents were made public records by Resolution No. 3109-513, are hereby referred to, adopted and made a part hereof as if fully set forth in this Ordinance.

SECTION 3. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article II (Building Code), Section 4-16 (Adopted), is hereby amended to reflect the adoption of the 2012 International Building Code and the Avondale Amendments, to read as follows:

That certain document designated and marked as the ~~2009~~ 2012 International Building Code and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled “The Avondale Amendments to the ~~2009~~ 2012 International Building Code, the ~~2009~~ 2012 International Residential Code, the ~~2009~~ 2012 International Mechanical Code, the ~~2009~~ 2012 International Plumbing Code, the ~~2008~~ 2011 National Electrical Code, the ~~2009~~ 2012 International Fuel Gas Code, and the ~~2009~~ 2012 International Energy Conservation Code” applicable to the ~~2009~~ 2012 International Building Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Building Code for the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the installing, construction, remodeling, alteration, repair and conversion of buildings within the corporate limits of the City of Avondale, and it is hereby declared to be unlawful to construct, erect, install, alter, repair, change, move, remove, maintain or use any house, building or structure in the City of Avondale, or cause or permit the same to be done, contrary to or in violation of said Building Code as herewith adopted by the City Council of the City of Avondale.

SECTION 4. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article III (Electricity), Section 4-31 (Electrical code adopted), is hereby amended to reflect the adoption of the 2011 National Electrical Code and the Avondale Amendments, to read as follows:

That certain document designated and marked as the and the ~~2008~~ 2011 National Electrical Code and all appendices therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled “The Avondale Amendments to the ~~2009~~ 2012 International Building Code, the ~~2009~~ 2012 International Residential Code, the ~~2009~~ 2012 International Mechanical Code, the ~~2009~~ 2012 International Plumbing Code, the ~~2008~~ 2011 National Electrical Code, the ~~2009~~ 2012 International Fuel Gas Code, and the ~~2009~~ 2012 International Energy Conservation Code” applicable to the ~~2008~~ 2011 National Electrical Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Electrical Code of the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the installing, construction, remodeling, alteration, repair, conversion, maintenance, use and removal of houses, buildings, structures and premises and of electrical installations of any type whatsoever therein or thereupon within the corporate limits of the City of Avondale, and it is hereby declared to be unlawful to construct, erect, install, remodel, alter, change, repair, convert, maintain, use, remove or demolish any house, building, structure or premises or any electrical installation of any type whatsoever therein or thereupon within the City of Avondale, or cause or permit the same to be done, contrary to or in violation of the said Electrical Code as herewith adopted by the Council of the City of Avondale.

SECTION 5. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article IV (Fuel Gas Code), Section 4-46 (Adopted), is hereby amended to reflect the adoption of 2012 International Fuel Gas Code and the Avondale Amendments, to read as follows:

That certain document designated and marked as the ~~2009~~ 2012 International Fuel Gas Code, and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and those portions of that certain document entitled “The Avondale Amendments to the ~~2009~~ 2012 International Building Code, the ~~2009~~ 2012 International Residential Code, the ~~2009~~ 2012 International Mechanical Code, the ~~2009~~ 2012 International Plumbing Code, the ~~2008~~ 2011 National Electrical Code, the ~~2009~~ 2012 International Fuel Gas Code, and the ~~2009~~ 2012 International Energy Conservation Code” applicable to the ~~2009~~ 2012 International Fuel Gas Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Fuel Gas Code for the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the alteration, repair, improvement, removal, equipping, use and maintenance of any fuel gas systems and gas-fired appliances within the City of Avondale, and is hereby declared to be unlawful to cause or permit the same to be done, contrary to or in violation of any of the provisions of the said Fuel Gas Code as herewith adopted by the Council of the City of Avondale.

SECTION 6. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article V (Mechanical Systems), Section 4-61 (Mechanical code adopted), is hereby amended to reflect the adoption of the 2012 International Mechanical Code and the Avondale Amendments, to read as follows:

That certain document designated and marked as the ~~2009~~ 2012 International Mechanical Code and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled “The

Avondale Amendments to the ~~2009~~ 2012 International Building Code, the ~~2009~~ 2012 International Residential Code, the ~~2009~~ 2012 International Mechanical Code, the ~~2009~~ 2012 International Plumbing Code, the ~~2008~~ 2011 National Electrical Code, the ~~2009~~ 2012 International Fuel Gas Code, and the ~~2009~~ 2012 International Energy Conservation Code” applicable to the ~~2009~~ 2012 International Mechanical Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Mechanical Code of the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the design, erection, construction, installation, quality of materials, location, operation, maintenance, repair, relocation, replacement, addition to and use of any heating, ventilating, comfort-cooling or refrigeration systems, incinerators or other miscellaneous heat-producing appliances, and it is hereby declared to be unlawful to erect, install, alter, repair, add or replace, use or maintain heating, ventilating, comfort-cooling, incinerator or refrigeration equipment or other heat-producing appliances within the City of Avondale, or cause or permit the same to be done, contrary to or in violation of any of the provisions of said Mechanical Code as herewith adopted by the Council of the City of Avondale.

SECTION 7. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article VI (Plumbing), Section 4-76 (Plumbing code adopted), is hereby amended to reflect the adoption of the 2012 International Plumbing Code and the Avondale Amendments, to read as follows:

That certain document designated and marked as the ~~2009~~ 2012 International Plumbing Code, and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled “The Avondale Amendments to the ~~2009~~ 2012 International Building Code, the ~~2009~~ 2012 International Residential Code, the ~~2009~~ 2012 International Mechanical Code, the ~~2009~~ 2012 International Plumbing Code, the ~~2008~~ 2011 National Electrical Code, the ~~2009~~ 2012 International Fuel Gas Code, and the ~~2009~~ 2012 International Energy Conservation Code” applicable to the ~~2009~~ 2012 International Plumbing Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Plumbing Code for the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of any plumbing systems on premises within the City of Avondale, and it is hereby declared to be unlawful to cause or permit the same to be done, contrary to or in violation of the said Plumbing Code as herewith adopted by the Council of the City of Avondale.

SECTION 8. The Avondale City Code, Chapter 4 (Building and Building Regulations), Article VII (Energy Conservation Code), Section 4-91 (Adopted), is hereby amended to reflect the adoption of the 2012 International Energy Conservation Code and the Avondale Amendments, to read as follows:

That certain document designated and marked as the ~~2009~~ 2012 International Energy Conservation Code, and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled “The Avondale Amendments to the ~~2009~~ 2012 International Building Code, the ~~2009~~

2012 International Residential Code, the ~~2009~~ 2012 International Mechanical Code, the ~~2009~~ 2012 International Plumbing Code, the ~~2008~~ 2011 National Electrical Code, the ~~2009~~ 2012 International Fuel Gas Code, and the ~~2009~~ 2012 International Energy Conservation Code” applicable to the ~~2009~~ 2012 International Energy Conservation Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Energy Conservation Code for the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the installation, alteration, repair, improvement, removal, equipping, use and maintenance of any energy conservation system within the City of Avondale, and it is hereby declared to be unlawful to cause or permit the same to be done, contrary to or in violation of any of the provisions of the said Energy Conservation Code as herewith adopted by the Council of the City of Avondale.

SECTION 9. The Avondale City Code, Chapter 4 (Buildings and Building Regulations), Article XI (Residential Code), Section 4-151 (Adopted), is hereby amended to reflect the adoption of the 2012 International Residential Code and the Avondale Amendments, to read as follows:

That certain document designated and marked as the ~~2009~~ 2012 International Residential Code and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that portion of that certain document entitled “The Avondale Amendments to the ~~2009~~ 2012 International Building Code, the ~~2009~~ 2012 International Residential Code, the ~~2009~~ 2012 International Mechanical Code, the ~~2009~~ 2012 International Plumbing Code, the ~~2008~~ 2011 National Electrical Code, the ~~2009~~ 2012 International Fuel Gas Code, and the ~~2009~~ 2012 International Energy Conservation Code” applicable to the ~~2009~~ 2012 International Residential Code, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the Residential Code for the City of Avondale by reference as if set forth herein in full and made a part and parcel of the section for regulating and controlling the erection, construction, enlargement, alteration, repair, moving, improvement, removal, equipping, use, occupying and maintenance of any residential building on premises within the City of Avondale, and it is hereby declared to be unlawful to erect, construct, enlarge, alter, repair, maintain, move, improve, remove, demolish, equip, use, occupy or maintain any one- or two- family residential building or premises within the City of Avondale or cause or permit the same to be done, contrary to or in violation of any of the provisions of the said Residential Code as herewith adopted by the Council of the City of Avondale.

SECTION 10. Any person found guilty of violating any provision of the Technical Codes shall be guilty of a class one misdemeanor, punishable by a fine not to exceed \$2,500.00 or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense.

SECTION 11. This Ordinance shall become effective at 12:01 a.m. on July 1, 2013, or if the effectiveness of this Ordinance is prohibited by Arizona law at such time, then this Ordinance shall become effective at the earliest such later time as authorized by Arizona law.

SECTION 12. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 13. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, June 3, 2013.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

**THE AVONDALE AMENDMENTS TO
THE 2012 INTERNATIONAL BUILDING CODE,
THE 2012 INTERNATIONAL RESIDENTIAL CODE,
THE 2012 INTERNATIONAL MECHANICAL CODE
THE 2012 INTERNATIONAL PLUMBING CODE
THE 2011 NATIONAL ELECTRICAL CODE
THE 2012 INTERNATIONAL FUEL GAS CODE
THE 2012 INTERNATIONAL ENERGY CONSERVATION CODE**

**AVONDALE AMENDMENTS
TO THE 2012 INTERNATIONAL BUILDING CODE**

The International Building Code, 2012 Edition, is amended in the following respects:

Section 101.1 is amended to 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:

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

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

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 the provision shall be read excluding the un-adopted code to the extent possible, and if such reformation is not possible, the provision shall be considered invalid.

The last sentence of **Section 101.4.3 Plumbing** is deleted in its entirety.

Section 101.4.4 Property maintenance is deleted in its entirety.

Section 105.3.2 Time limitation of application is deleted in its entirety and replaced with the following:

Section 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 last completed review for correction or approval, unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Section 109.3 Building permit valuations is amended to add the following after the last sentence:

For the purposes of determining valuations, the following chart, entitled “Valuation Chart,” shall be used. This “Valuation Chart” shall be updated on July 1st of each year with the Cost per Square Foot provided by the International Code Council.

VALUATION CHART

Group 2012 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	211	203	198	190	178	173	183	162	156
A-1	Assembly, Theaters, without stage	193	185	180	172	160	155	165	145	138
A-2	Assembly, nightclubs	163	158	154	148	138	135	142	126	121
A-2	Assembly, restaurant, bars, banquet hall	162	157	152	147	136	134	141	124	120
A-3	Assembly, churches	195	187	182	174	162	157	167	146	140
A-3	Assembly, general, community halls, libraries, museums	163	156	150	142	129	125	135	114	108
A-4	Assembly, arenas	192	184	178	171	158	154	164	143	137
B	Business	164	158	153	145	132	127	139	116	110
E	Educational	176	170	165	158	146	138	152	127	123
F-1	Factory and industrial, moderate hazard	97	93	87	84	75	72	80	62	58
F-2	Factory and industrial, low hazard	96	92	87	83	75	71	79	62	57
H-1	High hazard, explosive	91	87	82	78	70	66	74	57	N.P.
H-234	High hazard	91	87	82	78	70	66	74	57	51
H-5	HPM	164	158	153	145	132	127	139	116	110
I-1	Institutional, supervised environment	164	159	154	147	135	132	144	121	117
I-2	Institutional, hospitals	277	271	265	258	243	N.P.	252	227	N.P.
I-2	Institutional, nursing homes	193	187	171	174	160	N.P.	168	144	N.P.
I-3	Institutional, restrained	187	181	176	168	156	150	162	140	133
I-4	Institutional, day care facilities	164	159	154	147	135	132	144	121	117
M	Mercantile	121	116	111	106	96	94	100	84	80
R-1	Residential, hotels	166	160	155	149	137	133	145	123	119
R-2	Residential, multiple family	139	133	129	122	111	107	119	97	92
R-3	Residential, one and two family	131	127	124	121	116	113	117	108	101
R-4	Residential, care/assisted living facilities	164	159	154	147	135	132	144	121	117
S-1	Storage, moderate hazard	90	86	80	77	68	65	73	55	51
S-2	Storage, low hazard	89	85	80	76	68	64	72	55	50
U	Utility, miscellaneous	71	67	62	59	52	49	56	41	39

VALUATION CHART FOR OTHER

Other Types of Construction	Cost per Square Foot
Tenant Improvement - Vanilla Shell	\$ 20.00
Tenant Improvement – Office	\$ 20.00
Tenant Improvement – Restaurant	\$ 40.00
Tenant Improvement – Medical	\$ 50.00
Residential Patio addition, etc.	\$ 7.00
Residential Room Addition, Remodel etc.	\$ 20.00
Fencing requiring a permit	\$2.00

Section 109.4 Work commencing before permit issuance is amended to add the following 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 this code or other applicable requirements, or from the penalty prescribed by law.

Section 109.6 Refunds is deleted in its entirety and replaced with the following:

109.6 Refunds. The *building official* shall be permitted to authorize refunding of a fee that was erroneously paid or collected.

109.6.1 Limit on permit fee refunds. 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. No refund shall be made once any inspection has been conducted for work performed pursuant to a *permit*.

109.6.2 Limit on plan review fee refund. 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 plan reviewing has taken place.

109.6.3 Time limitation. The *building official* shall not be permitted to authorize refunding of any fee paid except upon written application filed by the original permittee, which application must be filed not later than 180 days after the date of fee payment.

A new **Section 112.4 Lock out/tag out safety program** is added to read as follows:

112.4 Lock out/tag out safety program. Prior to the approval of temporary power in any form on a construction site, a letter containing the following information shall be on site at the time of the temporary power inspection. The letter shall be from the contractor or property owner and shall include:

1. Address and permit number

2. Description of equipment being energized
3. The name and phone number of the responsible party or parties.
4. Description of the safety plan to be implemented on the project to ensure the safety of personnel on the site.
5. Acknowledgment that the safety plan will be implemented, maintained and monitored by the responsible parties.

The letter shall be distributed to all trade personnel working on-site and shall be posted on-site. The letter shall notify all trade personnel working on site of the electrical system becoming energized, and the safety plan actions being employed. Trade personnel shall acknowledge the receipt of the letter by signing a copy of the letter, which will be kept in the construction office or other convenient place on-site. An original, signed and dated copy of the notification letter shall be provided to the City of Avondale for retention until the project is accepted and under a Certificate of Occupancy.

Section 201.4 Terms not defined is amended to add the following sentence at the end of the Section:

The definitions set forth in Webster's Third New International Dictionary of the English Language, Unabridged, shall be the ordinarily accepted meanings.

Section 308.3.1 Five or fewer persons receiving care is deleted in its entirety.

Section 308.3.2 Six to sixteen persons receiving care is deleted in its entirety and replaced with the following:

308.3.2 Eleven to sixteen persons receiving care. A facility such as above, housing not fewer than 11 and not more than 16 persons receiving such care, shall be classified as Group R-4.

Section 308.4.1 Five or fewer persons receiving care is deleted in its entirety.

Section 308.6.4 Five or fewer persons receiving care in a dwelling unit is amended as follows:

308.6.4 Ten or fewer persons receiving care in a dwelling unit. A facility such as the above within a *dwelling unit* and having ten or fewer persons receiving *custodial care* shall be classified as a Group R-3 occupancy.

Section 901.1 Scope is amended to 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.

The last sentence of **Section 901.5 Acceptance tests** is deleted in its entirety and replaced 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 1004.3 Posting of occupant load is amended by adding the following to the end of the section:

The sign shall be printed in letters of not less than ½” brush stroke on a contrasting background and read: “Maximum Occupant Load [____] People”. Posted signs shall be maintained by the owner or authorized agent. The number of people occupying the room shall not exceed the maximum *occupant load* posted on the sign.

Section 1101.1 Scope is deleted in its entirety and replaced with the following:

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

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

1101.2 Design. Buildings and facilities shall be designed and constructed to be accessible in accordance with this code, ICC A117.1, the “Arizonans with Disabilities Act” (Arizona Revised Statutes, Title 41, Chapter 9, Article 8), and the “Arizonans with Disabilities Act Implementing Rules” (Arizona Administrative Code, Title 10, Chapter 3, Article 4), which rules incorporate the federal “2010 Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities,” and shall apply to all new construction.

Section 1103.2.6 Construction sites is amended by adding the following sentences to the end of the Section:

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 Water closet compartment is amended by adding the following sentence to the end of the Section:

A baby changing station shall not be located within a water closet stall.

Item 25 of **Table 1607.1** is amended to modify the Uniform (psf) requests for “Uninhabitable attics with storage” and “Habitable attics and sleeping areas” as follows with no other changes in item 25:

OCCUPANCY OR USE	UNIFORM (psf)	CONCENTRATED (lbs.)
25. Residential		
One-and two-family dwellings		
Uninhabitable attics with storage ^{i,j,k.}	40	
Habitable attics and sleeping areas ^k	40	

Section 1705.4 Masonry construction is amended to add the following Exception:

4. Masonry fences seven (7) feet or less in height above grade.

Section 3109 SWIMMING POOL ENCLOSURES AND SAFETY DEVICES is deleted in its entirety and replaced with the following:

**SECTION 3109
SWIMMING POOL ENCLOSURES AND SAFETY DEVICES**

3109.1 General. Swimming pool enclosures and safety devices shall be installed pursuant to Arizona Revised Statutes § 36-1681, as amended.

APPENDIX I is amended to delete **Section I105.2 Footings** in its entirety.

**AVONDALE AMENDMENTS
TO THE 2012 INTERNATIONAL RESIDENTIAL CODE**

The International Residential Code, 2012 Edition, is amended in the following respects:

Section R101.1 Title is amended to insert the words “City of Avondale” as the name of jurisdiction.

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

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

Section R105.3.2 Time limitation of application is deleted in its entirety and replaced with the following:

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

Section R108.6 Work commencing before permit issuance is amended to add the following after the last sentence of the Section:

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 this code or other applicable requirements, or from the penalty prescribed by law.

Section R201.4 Terms not defined is amended by adding the following sentence at the end of the Section:

The definitions set forth in Webster’s Third New International Dictionary of the English Language, Unabridged, shall be the 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		Location Specific		

(Footnotes to remain unchanged)

Table R301.5 is amended to modify the following:

USE	LIVE LOAD
Attics with limited storage ^{b,e}	40
Habitable attics and attics served with fixed stairs	40
Sleeping rooms	40

(Remainder of table to remain unchanged)

Section R312.2 Window fall protection is amended to add the following sentence to the end of the first paragraph:

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

Section R313.1 Townhouse automatic fire sprinklers systems is amended as follows:

R313.1 Townhouse automatic fire sprinkler systems. An automatic residential fire sprinkler system may be installed in *townhouses*.

The exception following **Section R313.1** is deleted in its entirety.

Section R313.2 One- and two-family dwellings automatic fire systems is deleted in its entirety and replaced with the following:

R313.2 One- and two-family dwellings automatic fire systems. An automatic residential fire sprinkler system may be installed in one- and two-family *dwellings*.

The exception following **Section R313.2** is deleted in its entirety.

Section R314.3 Location is amended by adding the following subsection to the exception:

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.

A new **Section N1102.4.1.2.1** is added as follows:

N1102.4.1.2.1 RESNET Testing & Inspection Protocol. The Residential Energy Services Network (RESNET) Mortgage Industry National Home Energy Rating System Standards Protocol for third party testing and inspections shall be deemed to meet the requirements of sections N1102.4.1.1, N1102.4.1.2 and N1103.2.2. and shall meet the following conditions:

1. Third Party Testing and Inspections shall be completed by RESNET certified Raters or Rating Field Inspectors and shall be subject to RESNET Quality Assurance Field Review procedures.
2. Sampling in accordance with Chapter 6 of the RESNET Standards shall be performed by Raters or Rating Field Inspectors working under a RESNET Accredited Sampling Provider.
3. Third Party Testing is required for the following items:
 - a. R402.4.1.1 –Building Envelope – Thermal and Air Barrier Checklist
 - b. R402.4.1.2 –Testing – Air Leakage Rate
 - c. R403.2.2 – Sealing – Duct Tightness
4. The other requirements identified as “mandatory” in Chapter 4 of the IECC shall be met.
5. Alternate testing and inspection programs and protocols shall be allowed when approved by the *building official*.

Section N1103.9.3 (R403.9.3) Covers is deleted in its entirety and replaced with the following:

N1103.9.3 Motors. Motors with a total horsepower of one or more for pools and in-ground permanently installed spas shall have the capability of operating at two or more speeds with a low speed having a rotation rate that is no more than one-half of the motor’s maximum rotation rate and shall be operated with a pump control with the capability of operating the pump at two or more speeds. Residential pool pump motor controls that are sold for use with a two or more speed motor shall have a default circulation speed setting no more than one-half of the motor’s maximum rotation rate. Any high speed override capability shall be for a temporary period not to exceed one 24-Hour cycle without resetting to the default setting.

The first paragraph of **Section M1503.1 General** is deleted in its entirety and replaced with the following:

M1503.1 General. 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, shall be equipped with a backdraft damper, and shall be independent of all other exhaust systems. Changes in size or direction shall be accomplished with an approved 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 add “or clothes closets” to the end of the first sentence.

Section G2415.12 (404.12) Minimum burial depth is deleted in its entirety and replaced with the following:

Section G2415.12 (IFGC404.12) Minimum burial depth. Underground *pipng systems* shall be installed a minimum depth of 12 inches (305 mm) below grade for metal piping and 18 inches (457mm) for plastic piping.

Section G2415.12.1 (404.12.1) Individual outside appliances is deleted in its entirety.

Section P2803.6.1 Requirements for discharge pipe is amended by deleting item 2 in its entirety and replacing it with the following:

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.

Section P2803.6.1 Requirements for discharge pipe is amended by adding the following new item 14:

14. Direct the discharge in a downward direction.

APPENDIX G, Section AG 105 Barrier requirements is deleted in its entirety and replaced with the following:

SECTION AG 105 BARRIER REQUIREMENTS

AG105.1 General. The design of barriers for residential swimming pools, spas and hot tubs shall meet the requirements of Arizona Revised Statutes § 36-1681, as amended.

APPENDIX E is deleted in its entirety and replaced with the following:

APPENDIX E. See Arizona Office of Manufactured Housing Regulations.

APPENDIX H, Section AH106.5 Footings is deleted in its entirety.

APPENDIX I is deleted in its entirety and replaced with the following:

APPENDIX I. See Arizona Department of Environmental Quality Regulations.

**AVONDALE AMENDMENTS
TO THE 2012 INTERNATIONAL MECHANICAL CODE**

The International Mechanical Code, 2012 Edition, is amended in the following respects:

Section 101.1 Title is amended to insert the words “City of Avondale” as the name of jurisdiction.

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

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 Fee schedule is deleted in its entirety and replaced with the following:

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 Fee refunds is deleted in its entirety and replaced with the following:

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, as follows.

106.5.3.1 Limit on permit fee refunds. 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. No refund shall be made once any inspection has been conducted for work performed pursuant to a permit.

106.5.3.2 Limit on plan review fee refunds. 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 plan reviewing has taken place.

106.5.3.3 Time limitation. The code official shall not be permitted to authorize refunding of any fee paid except upon written application filed by the original permittee, which application must be filed not later than 180 days after the date of fee payment.

Section 108.4 Violation penalties is deleted in its entirety.

The last sentence of **Section 108.5 Stop work orders** is deleted in its entirety and replaced with the following:

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 in an amount established by the City of Avondale.

Section 201.4 Terms not defined is amended by adding the following sentence at the end of the Section:

The definitions set forth in Webster's Third New International Dictionary of the English Language, Unabridged, shall be the ordinarily accepted meanings.

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

6. Any room operating under negative pressure, unless the appliances are listed for that use and are not natural draft vented.

Section 505.1 Domestic Systems is amended to add the following sentence to the end of the first paragraph:

Changes in size or direction shall be accomplished with an approved transition fitting.

Section 1004.1 Standards is amended as follows:

Section 1004.1 Standards Oil-fired boilers and their control systems shall be listed and labeled in accordance with UL 726. Electric boilers and their control systems shall be listed and labeled in accordance with UL 834. ~~Solid fuel fired boilers shall be listed and labeled in accordance with UL 2523. Boilers shall be designed and constructed in accordance with the requirements of ASME CSD-1 and as applicable, the ASME Boiler and Pressure Vessel Code, Section I or IV; NFPA 8501; NFPA 8502 or NFPA 8504.~~ Boilers shall be designed and constructed in accordance with the ASME *Boiler and Pressure Vessel Code*, and Arizona Boiler Rules, Title 20 Chapter 5.

**AVONDALE AMENDMENTS
TO THE 2012 INTERNATIONAL PLUMBING CODE**

The International Plumbing Code, 2012 Edition, is amended in the following respects:

Section 101.1 Title is amended to insert the words “City of Avondale” as the name of jurisdiction.

A new **Section 101.5 Appendices** is added to read as follows:

101.5 Appendices. Provisions in the appendices shall not apply unless specifically adopted. The following appendices are adopted by the City of Avondale: Appendices B, and E.

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

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 code 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 Fee refunds 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.

106.6.3.1 Limit on permit fee refunds. 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. No refund shall be made once any inspection has been conducted for work performed pursuant to a permit.

106.6.3.2 Limit on plan review fee refunds. 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 plan reviewing has taken place.

106.6.3.3 Time limitation. The code official shall not be permitted to authorize refunding of any fee paid except upon written application filed by the original permittee, which application must be filed not later than 180 days after the date of fee payment.

Section 108.4 Violation penalties is deleted in its entirety.

The last sentence of **Section 108.5 Stop work orders** is deleted in its entirety and replaced with the following:

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 in an amount established by the City of Avondale.

Section 201.4 Terms not defined is amended by adding the following sentence at the end of the Section:

The definitions set forth in Webster's Third New International Dictionary of the English Language, Unabridged, shall be the ordinarily accepted meanings.

Section 305.4.1 Sewer depth is amended by replacing "[NUMBER]" with "12" wherever it appears and by replacing "(mm)" with "305mm" wherever it appears.

Section 405.3.1 Water closets, urinals, lavatories and bidets is amended by adding the following exception:

Exception: Side Clearances for accessible or ambulatory water closets shall comply with '09 ICC/ANSI A117.1.

The last sentence of **Section 410.3 Substitution** is deleted in its entirety and replaced with the following:

In other occupancies where the occupant load is 30 or less, and where drinking fountains are required, bottled water dispensers or water coolers shall be permitted to be substituted; where occupant loads are greater than 30, bottled water dispensers or water coolers shall be permitted to be substituted for not more than 50 percent of the required number of drinking fountains.

Item 2 of **Section 504.6 Requirements for discharge piping** is deleted in its entirety and replaced with the following:

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.

Section 504.6 Requirements for discharge piping is amended to add the following new Item 14:

14. Direct the discharge in a downward direction.

Section 603.1 Size of water service pipe is amended by adding the following sentence to the end of the section:

The replacement pipe for an existing water service pipe shall not be smaller in size than the size of the pipe being replaced.

Section 1202 MEDICAL GASES is amended to add the following new subsection:

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.

**AVONDALE AMENDMENTS
TO THE 2011 NATIONAL ELECTRICAL CODE**

The National Electric Code, 2011 Edition, is amended in the following respects:

Section 90.1 is amended by adding a new sentence at the beginning of the section, as follows:

Section 90.1 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 in conformity with the rules and regulations as set forth by the Building Official.

Section 90.1 is amended by adding the following new subsection E:

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

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

90.6 Formal interpretations. To promote uniformity of interpretation and application of the provisions of this *Code*, Section 112, "Board of Appeals", of the International Building Code, 2012 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 new 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 a one-hour fire-partition or fire barrier installed in compliance with the building code.

Section 250.118 Types of equipment grounding conductors is amended by adding "with an individual equipment grounding conductor" at the end of item (4). Item (5) is amended to read "Listed flexible metal conduit, with an equipment grounding conductor, meeting all of the following conditions:" Item (6) is amended to read "Listed liquidtight flexible metal conduit, with an equipment grounding conductor, meeting all of the following conditions:"

Subsection 1 of **Section 334.10** 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(A), 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:

(B) Corrosion protection. Ferrous or nonferrous EMT, elbows, couplings and fittings shall be permitted to be installed in concrete (i.e. vertical and suspended floor slabs), 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 the following new subsection:

- (7) Ferrous or nonferrous EMT, elbows, couplings, and fittings shall not be permitted to be installed in concrete, in the earth, or in areas subject to severe corrosive influences.

**AVONDALE AMENDMENTS
TO THE 2012 INTERNATIONAL FUEL GAS CODE**

The International Fuel Gas Code, 2012 Edition, is amended in the following respects:

Section 101.1 is amended to 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:

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 code 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 Fee schedule is deleted in its entirety and replaced with the following:

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 Fee refunds 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.

106.6.3.1 Limit on permit fee refunds. 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. No refund shall be made once any inspection has been conducted for work performed pursuant to a permit.

106.6.3.2 Limit on plan review fee refunds. 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 plan reviewing has taken place.

106.6.3.3 Time limitation. The code official shall not be permitted to authorize refunding of any fee paid except upon written application filed by the original permittee, which application must be filed not later than 180 days after the date of fee payment.

Section 108.4 Violation penalties is deleted in its entirety.

The last sentence of **Section 108.5 Stop work orders** is deleted in its entirety and replaced with the following:

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 in an amount established by the City of Avondale.

Section 201.4 Terms not defined is amended by adding the following sentence at the end of the Section:

The definitions set forth in Webster's Third New International Dictionary of the English Language, Unabridged, shall be the ordinarily accepted meanings.

Section 404.10 Isolation is deleted in its entirety and replaced with the following:

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

Section 404.12.1 Individual outside appliances is deleted in its entirety.

**AVONDALE AMENDMENTS
TO THE 2012 INTERNATIONAL ENERGY CONSERVATION CODE**

The International Energy Conservation Code, 2012 Edition, is amended in the following respect:

Section C101.1 is amended to insert the words “City of Avondale” as the name of jurisdiction.

Section C101.2 Scope is amended by adding the following to the end of the Section:

Group R-2 when defined as a *Commercial Building* by section C202, shall have the option of complying under the Residential Provisions of the code, regardless of height. Once defined as such on the submittal documents, all components of the Residential Provisions shall be followed.

Section R101.1 is amended to insert the words “City of Avondale” as the name of jurisdiction.

Section R101.2 Scope is amended by adding the following to the end of the Section:

Group R-2 when defined as a *Residential Building* by section R202, shall have the option of complying under the Commercial Provisions of the code, regardless of height. Once defined as such on the submittal documents, all components of the Commercial Provisions shall be followed.

Section R102.1 is revised as follows:

R102.1 RESNET Testing & Inspection Protocol. The Residential Energy Services Network (RESNET) Mortgage Industry National Home Energy Rating System Standards Protocol for third party testing and inspections, shall be deemed to meet the requirements of sections R402.4.1.1, R402.4.1.2 and R403.2.2. and shall meet the following conditions:

1. Third Party Testing and Inspections shall be completed by RESNET certified Raters or Rating Field Inspectors and shall be subject to RESNET Quality Assurance Field Review procedures.
2. Sampling in accordance with Chapter 6 of the RESNET Standards shall be performed by Raters or Rating Field Inspectors working under a RESNET Accredited Sampling Provider.
3. Third Party Testing is required for the following items:
 - a. R402.4.1.1 –Building Envelope – Thermal and Air Barrier Checklist
 - b. R402.4.1.2 –Testing – Air Leakage Rate
 - c. R403.2.2 – Sealing – Duct Tightness
4. The other requirements identified as “mandatory” in Chapter 4 shall be met.
5. Alternate testing and inspection programs and protocols shall be allowed when approved by the code official.

Section R403.2.1 Insulation (Prescriptive) is deleted in its entirety and replaced with the following:

R403.2.1 Insulation (Prescriptive). Supply ducts in attics shall be insulated to a minimum of R-8. Ducts in floor trusses shall be insulated to a minimum of R-6.

Exceptions:

1. Ducts or portions thereof located completely inside the building thermal envelope.
2. Supply ducts may be insulated to a minimum of R-6 when one or more of the following conditions are met;
 - 2.1 Minimum SEER rating of space heating/cooling system is increased to 15.
 - 2.2 Maximum U-factor is decreased to 0.35 and maximum SHGC is decreased to 0.22 for all fenestration products.
 - 2.3 Wall cavity insulation minimum R-value is increased to R-19.
 - 2.4 Residential buildings that meet the requirements of sections R102.1.1 or R405.
 - 2.5 Residential buildings with attic radiant barriers in accordance with ASTM C1313, installed in accordance with ASTM C1743.

Section R403.9.3 Covers is deleted in its entirety and replaced with the following:

R403.9.3 Motors. Motors with a total horsepower of one or more for pools and in-ground permanently installed spas shall have the capability of operating at two or more speeds with a low speed having a rotation rate that is no more than one-half of the motor's maximum rotation rate and shall be operated with a pump control with the capability of operating the pump at two or more speeds. Residential pool pump motor controls that are sold for use with a two or more speed motor shall have a default circulation speed setting no more than one-half of the motor's maximum rotation rate. Any high speed override capability shall be for a temporary period not to exceed one 24-hour cycle without resetting to the default setting.



May 23, 2013

The Honorable Mayor Lopez Rogers and Members of the Council
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323

RE: 2012 International Construction Codes

Dear Mayor Lopez Rogers and Members of the City Council:

On behalf of the Arizona Multihousing Association (AMA) and its 2,000 members, we respectfully request your support for the adoption of the 2012 International Construction Code and the amendments proposed by staff.

I want to also acknowledge staff for their willingness to work with our industry during the code adoption process and we look forward to a continued partnership.

Should you have any questions, please feel free to contact me at Jake@azcapitolconsulting.com or (602) 343-6279.

Thank you for your time and consideration.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Jake A. Hinman", with a long, sweeping underline that extends to the right.

Jake A. Hinman

The AMA is the statewide trade association for the apartment and rental housing industry. The AMA represents the owners, operators and developers of multi-family communities. The AMA protects the interests of ethical rental housing providers in legislative, regulatory and legal matters throughout Arizona, and enhances the environment for the rental housing industry to provide safe, quality and affordable housing opportunities.

Randal Westacott

From: Jake Hinman <jake@azcapitolconsulting.com>
Sent: Thursday, April 11, 2013 10:08 AM
To: Randal Westacott
Subject: FW: Community Meeting Notice: Building Code Updates
Attachments: code_proposal_form_Section R101.2 Scope.docx; code_proposal_form_Section C101.2 Scope.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Randal,

It was good meeting you last night and thanks again for holding the meeting.

Let me know if you have any questions regarding our (the Arizona Multihousing Association) proposed amendments. They are attached for your reference. And again, Phoenix, Chandler and Gilbert support the proposals as well.

Thank you for the consideration.
Jake

Jake A. Hinman
Capitol Consulting, LLC.
P.O. Box 13116
Phoenix, AZ 85002-3116

602-712-1121 (office)
602-531-4494 (cell/text)
602-712-1252 (fax)
jake@azcapitolconsulting.com
www.azcapitolconsulting.com

From: Ken Galica [<mailto:kgalica@avondale.org>]
Sent: Thursday, April 04, 2013 5:24 PM
Cc: Randal Westacott; Tracy Stevens
Subject: Community Meeting Notice: Building Code Updates

CITY OF AVONDALE
PUBLIC MEETING NOTICE
COMMUNITY MEETING
April 10, 2013

The public is invited to attend a community meeting to discuss proposed amendments for the 2012 family of International Codes, comprised of Building, Residential, Plumbing, Mechanical, Fuel Gas, and Energy Conservation

Codes, and the 2011 National Electric Code. The proposed amendments can be viewed on the Development and Engineering Services/Building Division web page on the City of Avondale web site at www.avondale.org.

At the meeting, the Building Official will be available to answer questions and solicit comments on the proposed amendments. Please note, this is not a public hearing and no official action will be taken.

The meeting is as follows:

Date: April 10, 2013

Time: 6:00 PM

Place: Avondale City Hall, Sonoran Conference Room

Address: 11465 W. Civic Center Drive, Avondale, AZ 85323

City of Avondale contact for this project: Randal Westacott, Building Official (623-333-4026); email rwestacott@avondale.org.

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2013.0.3272 / Virus Database: 3162/6226 - Release Date: 04/05/13

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2012.0.2240 / Virus Database: 2641/5726 - Release Date: 04/05/13



CODE ADOPTION PROPOSAL

Proposal for 2012	IECC	CODE
Select from the drop down options only		
Section C101.2 Scope		

Submitted by:	
FIRST NAME (REQUIRED)	LAST NAME (REQUIRED)
Company/Entity Information: Click here to enter text.	
COMPANY/ENTITY (REQUIRED)	
Click here to enter text.	Click here to enter text.
PHONE NUMBER (REQUIRED)	E-MAIL ADDRESS (REQUIRED)

Proposed Language: (Insert current language of code section. Use ~~strikeouts~~ for deletions; underline text to be added.)

Section C101.2 Scope. This code applies to *residential buildings* and the building sites and associated systems and equipment. Group R-2 when defined as a *Commercial Building* by section C202, shall have the option of complying under the Residential Provisions of the code, regardless of height. Once defined as such on the submittal documents, all components of the Residential Provisions shall be followed.

Reasons: (must provide rationale for proposal)
Would allow a multi-family developer to choose between residential and commercial provisions regardless of the height of the building. Aligns the commercial and residential provisions for multi-family construction. This amendment ensures that a three-story and a four-story (e.g. wood-framed) multi-family development have the same guidelines.

Cost Impact: (must estimate cost additions or savings for implementing proposed language)
Cost savings.

ACTION TAKEN (Staff Use Only):			
2012 Code Committee			
<input type="checkbox"/> Approved as submitted	<input type="checkbox"/> Modified and approved	<input type="checkbox"/> Denied	Date: _____ <input type="checkbox"/> No action taken
Development Advisory Board Technical Subcommittee			
<input type="checkbox"/> Approved as submitted	<input type="checkbox"/> Modified and approved	<input type="checkbox"/> Denied	Date: _____ <input type="checkbox"/> No action taken
Development Advisory Board			
<input type="checkbox"/> Approved as submitted	<input type="checkbox"/> Modified and approved	<input type="checkbox"/> Denied	Date: _____ <input type="checkbox"/> No action taken
Council Subcommittee			
<input type="checkbox"/> Approved as submitted	<input type="checkbox"/> Modified and approved	<input type="checkbox"/> Denied	Date: _____ <input type="checkbox"/> No action taken
City Council Action			
<input type="checkbox"/> Approved as submitted	<input type="checkbox"/> Modified and approved	<input type="checkbox"/> Denied	Date: _____ <input type="checkbox"/> No action taken

When completed, e-mail to leah.swanton@phoenix.gov.
Or send postal mail: ATTN. Leah Swanton P&D, 2nd Floor, 200 W. Washington St., Phoenix, AZ 85003.



CODE ADOPTION PROPOSAL

Proposal for 2012 IECC CODE Select from the drop down options only Section R101.2 Scope	
Submitted by: Click here to enter text. FIRST NAME (REQUIRED)	Click here to enter text. LAST NAME (REQUIRED)
Company/Entity Information: Click here to enter text. COMPANY/ENTITY (REQUIRED)	Click here to enter text. E-MAIL ADDRESS (REQUIRED)
PHONE NUMBER (REQUIRED)	E-MAIL ADDRESS (REQUIRED)
Proposed Language: (Insert current language of code section. Use <u>strikeouts</u> for deletions; <u>underline text to be added</u> .)	
<p>Section R101.2 Scope. This code applies to <i>commercial buildings</i> and the building sites and associated systems and equipment. <u>Group R-2 when defined as a Residential Building by section R202, shall have the option of complying under the Commercial Provisions of the code, regardless of height. Once defined as such on the submittal documents, all components of the Commercial Provisions shall be followed.</u></p>	
<p>Reasons: (must provide rationale for proposal) Would allow a multi-family developer to choose between residential and commercial provisions regardless of the height of the building. Aligns the commercial and residential provisions for multi-family construction. This amendment ensures that a three-story and a four-story (e.g. wood-framed) multi-family development have the same guidelines.</p>	
<p>Cost Impact: (must estimate cost additions or savings for implementing proposed language) Cost savings.</p>	
ACTION TAKEN (Staff Use Only):	
<p>2012 Code Committee Date: _____</p> <input type="checkbox"/> Approved as submitted <input type="checkbox"/> Modified and approved <input type="checkbox"/> Denied <input type="checkbox"/> No action taken	
<p>Development Advisory Board Technical Subcommittee Date: _____</p> <input type="checkbox"/> Approved as submitted <input type="checkbox"/> Modified and approved <input type="checkbox"/> Denied <input type="checkbox"/> No action taken	
<p>Development Advisory Board Date: _____</p> <input type="checkbox"/> Approved as submitted <input type="checkbox"/> Modified and approved <input type="checkbox"/> Denied <input type="checkbox"/> No action taken	
<p>Council Subcommittee Date: _____</p> <input type="checkbox"/> Approved as submitted <input type="checkbox"/> Modified and approved <input type="checkbox"/> Denied <input type="checkbox"/> No action taken	
<p>City Council Action Date: _____</p> <input type="checkbox"/> Approved as submitted <input type="checkbox"/> Modified and approved <input type="checkbox"/> Denied <input type="checkbox"/> No action taken	

When completed, e-mail to leah.swanton@phoenix.gov.
 Or send postal mail: ATTN. Leah Swanton P&D, 2nd Floor, 200 W. Washington St., Phoenix, AZ 85003.

**HOME BUILDERS ASSOCIATION OF CENTRAL ARIZONA
RECOMMENDED AMENDMENTS TO THE 2012 BUILDING CODES**

Issue: Sealed Air Handlers

2012 IRC and IECC Sections: IRC Section N1103.2.2.1 and IECC Section R403.2.2.1

Recommended Amendment (Strikeouts for deletions; underline text to be added):

~~N1103.2.2.1 (R403.2.2.1) Sealed air handler. Air handlers shall have a manufacturer's designation for an air leakage of no more than 2 percent of the design air flow rate when tested in accordance with ASHRAE 193.~~

Reason: Air handler manufacturers are having difficulty manufacturing air handlers that are capable of meeting this requirement. Therefore, this equipment is not readily available in the marketplace for purchase and this requirement should be deleted. There is already a requirement for duct leakage testing which will incorporate the measurement of leakage at the air handler. As long as the duct leakage requirements are met, the leakage from the air handler will have been accounted for, making this requirement unnecessary.

**HOME BUILDERS ASSOCIATION OF CENTRAL ARIZONA
RECOMMENDED AMENDMENTS TO THE 2012 BUILDING CODES**

Issue: HERS Index as Alternative Path to Compliance

2012 IRC and IECC Sections: IRC Section N1101.15.1 and IECC Section R401.2.1)

Recommended Amendment (Strikeouts for deletions; underline text to be added):

N1101.15.1 (R401.2.1) Alternative approach for compliance. A Home Energy Rating System (“HERS”) Index of 73 or less, confirmed in writing by a Residential Energy Services Network certified energy rater may be used in place of the approach described in section 401.2 above. Compliance may be demonstrated by use of sampling in accordance with Chapter 6 of the Mortgage Industry National Home Energy Rating Systems Standard as adopted by the Residential Energy Services Network.

Reason: The HERS Index was developed as a way to quantify energy efficiency and standardize the results so consumers and regulators are able to compare how energy efficient one home is to another. Allowing a HERS Index as a means for complying with the energy codes would allow for additional innovation in energy efficiency in residential construction, while ensuring the city meets its energy conservation goals. Moreover, it will allow builders to engage in a cost benefit analysis with different construction methods and materials in order to achieve a home which meets the energy efficiency goals.