CITY COUNCIL AGENDA

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

SPECIAL MEETING
July 15, 2013
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL

2 EXECUTIVE SESSION

City Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding Termination of Lease and Purchase Agreement with Envirogen.

3 FRIENDSHIP PARK DESIGN

City Council will receive information and provide direction and guidance to staff regarding the schematic plan for the Friendship Park Enhancement project and possible changes to the Avondale Municipal Code to allow consumption of alcoholic beverages at Friendship Park and Festival Fields. For information, discussion and direction only.

4 ADJOURNMENT

Respectfully submitted,

Carmen Martinez

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:
EXECUTIVE SESSION

MEETING DATE:
July 15, 2013

TO: Mayor and Council

FROM: Andrew McGuire, City Attorney (602) 257-7664

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding Termination of Lease and Purchase Agreement with Envirogen.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Friendship Park Design

MEETING DATE:
July 15, 2013

TO: Mayor and Council

FROM: Christopher Reams, Director of Parks, Recreation & Libraries 623-333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

This is an information and discussion item. Staff is seeking direction and guidance on a schematic plan for the Friendship Park Enhancement project and possible changes to the Avondale Municipal Code to allow consumption of alcoholic beverages at Friendship Park and Festival Fields.

BACKGROUND:

On July 2, 2012 City Council approved the Friendship Park Conceptual Plan for expanding park operations to include high level maintenance, revenue generation from amateur sports, increasing and enhancing non-competitive recreation opportunities, and additions of public open space for noncompetitive activities.

On April 1, 2013, Logan Simpson was contracted to develop the schematic plans to a 15%-30% level of design for the proposed improvements identified by the Council approved Conceptual Plan. The schematic design includes preliminary estimate of probable implementation costs and plans for enhanced amenities including a renovated concession building and expanded ramadas that would benefit from changes to the City code to allow alcohol consumption.

DISCUSSION:

Schematic Design Review

The schematic design and preliminary estimates of implementation costs are defined to a level that will provide sufficient information for the subsequent design development phases. PRLD staff has completed some of the improvements through normal park maintenance and replacement practices.

The overall plan is developed in three phases. Phase one is the only phase funded at this time. Additional funding, grants, or partnerships are required to complete phases two and three.

Phase One: Park Access and Activity Improvements

Phase one improvements are funded and include improvements to the park entry and signage, additional parking, picnic area improvements (including shade structures, and fencing to the sports fields. Phase 1 improvements include all original Council approved concept plan items.

Phase One Estimate: $650,000

Phase Two: Additional Improvements

Phase two improvements are unfunded items. Phase two concepts can be added to the renovation project through the normal parks maintenance and replacement process or when additional funding

becomes available. Phase two items include: enhanced fencing with turnstile gates, additional parking, new clubhouse and maintenance building, expanded playground, and relocated dog park.

Phase Two Estimate: $1.3 million.

Phase Three: Sports Complex and Trail Head

Phase three items are also unfunded. Phase three items include completing the fencing and lighting of the sports complex (fields 9 and 10), expanded concession areas, tournament spectators and bleachers, trail head amenities, removal of ball fields, enhanced plaza/event area, parking improvements, expanded loop walk and bike trail, fitness stations.

Phase Three Estimate: $2.9 million.

The following improvements have been completed through the normal Parks and Recreation maintenance and replacement plans.

Tennis Court Resurfacing

Small Play Equipment

Bounce House for open play, use at City functions, and party rentals.

Alcohol Policy Review

On July 6, 2004 City Council approved an ordinance that banned all glass beverage containers and the possession or consumption of alcohol in all parks except where a special event license has been approved by the City Council. Under the special event section of the code, the City Council has the authority to grant non-profit organizations a permit to sell and consume alcoholic beverages within the City of Avondale. The park ordinance does not prohibit alcohol from properly licensed special events held at city parks.

Staff seeks Council input on revising the city code to allow the consumption of alcohol at Friendship Park and Festival Fields. A revised alcohol policy would allow alcohol sales through a contracted vendor out of the concession area. ·Until such time when the license and a contracted vendor is secured, alcohol consumption permits could be issued to individuals, families or organizatins. This revision would apply to Friendship Park and Festival Fields only. Neighborhood parks would not be included.

Staff researched the alcohol in the parks policy of seventeen (17) different municipalities in Arizona. Twelve (12) of the municipalities have policies that allow alcohol in city parks through permitted vendors or individual permits. Pima county only allows alcohol sales at its sports complexes. The City of Goodyear allows drinking in City parks in non-glass containers.

BUDGETARY IMPACT:

Funding for phase one is allocated in the PRLD / CIP Budget / Parkland Account.

PK 1027 - Friendship Park Enhancements $650,000

RECOMMENDATION:

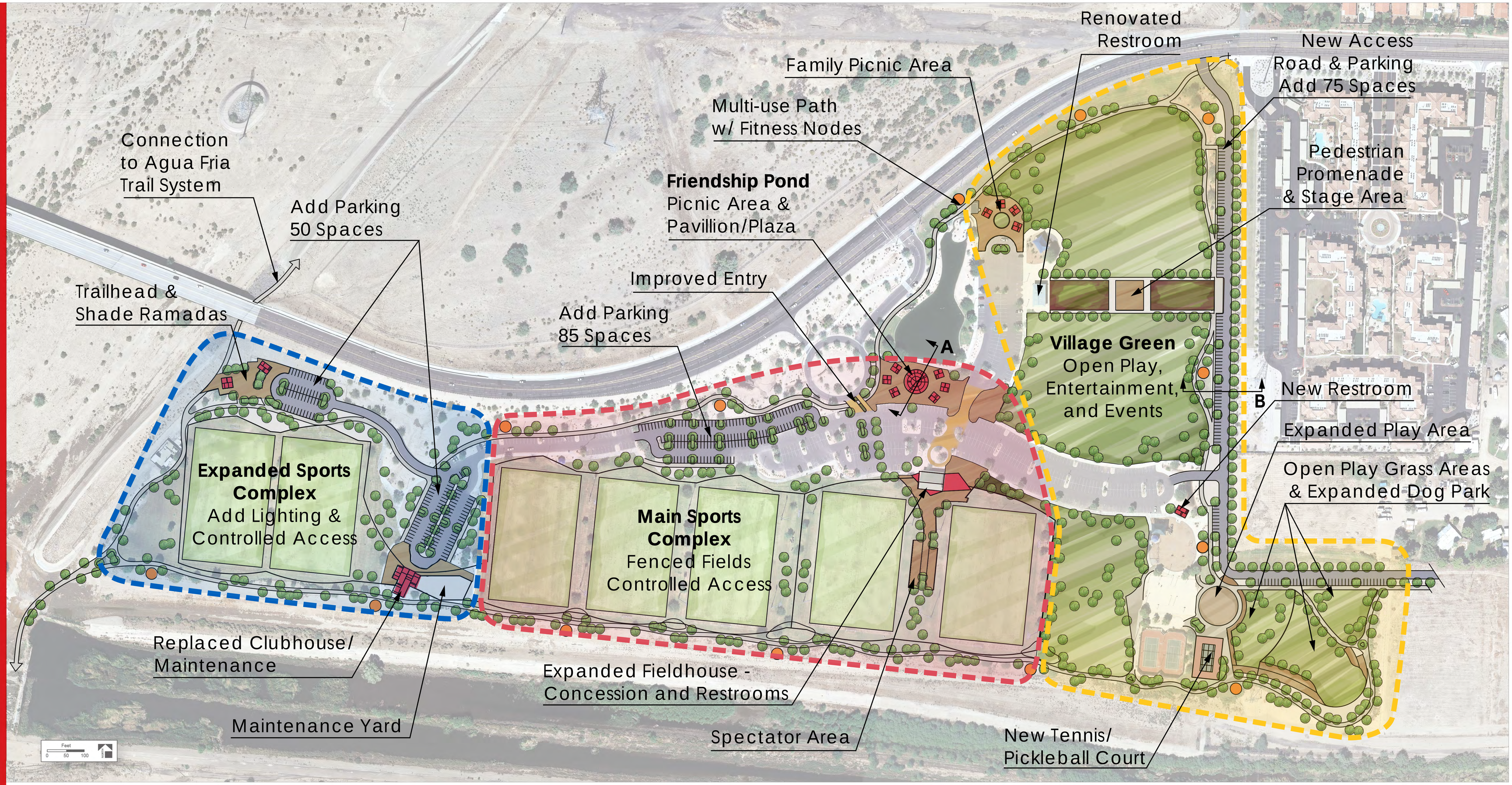
This is an information and discussion item. Staff is seeking direction and guidance on a schematic plan for the Friendship Park Enhancement project and the following changes to the change the alcohol policy for Friendship Park and Festival Fields:

1. Allow alcohol sales through a licensed and contracted vendor
2. Allow alcohol consumption to individuals (families) and organizations with an approved alcohol permit

ATTACHMENTS:

Click to download

- ☐ Friendship Park Concept Plan
- ☐ Alcohol survey



DESIGN ELEMENTS

PHASE 1
- Improved access & wayfinding.
- Add parking & control access for sports complex
- Add picnic / BBQ facilities

PHASE 2
- Provide access to neighborhood
- Add parking for neighborhood access
- Relocate baseball fields & add flexible use lawn areas
- Expand play area, tennis, trails and dog park

PHASE 3
- Add trailhead, access, and parking
- Expand sports complex & add lighting
- Improve restrooms, clubhouses, and maintenance facilities

FRIENDSHIP PARK

CONCEPT PLAN

06.11.13

City of Avondale

Name	Municipality	Do you sell beer at your sport complexes	Comments
Marc Brust	City of Peoria	Yes	During adult games no drinking while playing
Chris Reams	City of Avondale	No	special event only, must have a permit
Nick Russo	El Mirage	No	
Michael Meersman	Kingman	Yes	Gets 10% of gross sales
Ray Hartzel	Florence	Yes	Sales in all parks, no glass or liquor permitted
Troy Mickelson	Goodyear	Yes	Alcohol is also allowed by individuals in non-glass containers
Joe Barr	Pima County	Yes	Sports complexes only, other parks need permit
Laura Duran	Tucson	No	
Kristy Adams	Mesa	No	Beer permits available for other parks
Kris Walsh	Flagstaff	No	
Jessica Thompson	Buckeye	No	Looking into possibly selling beer at complexes
Agelica Giardino	Fountain Hills	No	Beer permits available for other parks
Chris Thom	Scottsdale	Yes	Beer only at Scottsdale stadium, no sales in parks
Joshua Adams	Chandler	No	Beer permits needed for special events
Joe Barnes	Prescott	No	Vendor has the opportunity but doesn't sale beer
Gary Gartner	Apache Junction	No	
Robert Estfen	Phoenix	Yes	beer available at concession stands, no drinking in dugout or playing fields
Michael Davis	Glendale	No	You can purchase a beer permit to drink beer in parks

CITY COUNCIL AGENDA

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

REGULAR MEETING
July 15, 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 CITY MANAGER'S REPORT

a. Water Distribution Crew Presentation

3 UNSCHEDULED PUBLIC APPEARANCES

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

4 CONSENT AGENDA

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

a. APPROVAL OF MINUTES
1. Work Session of July 1, 2013
2. Regular Meeting of July 1, 2013

b. COOPERATIVE PURCHASING AGREEMENT - FELIX CONSTRUCTION COMPANY
City Council will consider a request to approve a cooperative purchasing agreement with Felix Construction Company for valve replacement and construction services for Rigby Water System and Thomas Road in the amount of $200,630.44 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

c. CONSTRUCTION CONTRACT AWARD - PIERSON CONSTRUCTION FOR THE CDBG STREET & SIDEWALK IMPROVEMENT PROJECT
City Council will consider a request to award a construction contract to Pierson Construction for the construction of water and paving improvements for the CDBG Street and Sidewalk Improvement Project in the amount of $1,313,286.48, authorize the necessary transfers, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. FIRST AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT - NCS ENGINEERS
City Council will consider a request to approve an amendment to the Professional Services Agreement with NCS Engineers, to perform additional Wellhead Treatment Study work in an amount not-to-exceed $33,732 for a maximum total contract amount of $164,564, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - BROWN AND CALDWELL, INC. - PHOENIX INTERNATIONAL RACEWAY LIFT STATION DESIGN**
City Council will consider a request to approve a Second Amendment to the Professional Services Agreement with Brown & Caldwell, Inc. for the Phoenix International Raceway Lift Station in an amount not to exceed $24,779, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **TERMINATION AGREEMENT AND PURCHASE AGREEMENT - ENVIROGEN TECHNOLOGIES, INC.**
City Council will consider a request to approve a Termination Agreement with Envirogen Technologies, Inc. for the Gateway and Garden Lakes Booster Stations, approve a Purchase Agreement with Envirogen Technologies, Inc. for the purchase of the Nitrate Treatment System at Gateway Booster Station for the combined amount of $250,000, approve the necessary funding from the Water Operating Contingency fund, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **RESOLUTION 3126-713 - MEMORANDUM OF UNDERSTANDING RELATING TO AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM**
City Council will consider a resolution approving a Memorandum of Understanding relating to the Edward Byrne Memorial Justice Assistance Grant Program program to provide funding for a Crime Victim Advocate position for the Police Department and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 **PUBLIC HEARING – ZONING EXTENSION FOR AVONDALE COMMERCE PARK PAD ZONING - ALTERNATIVELY ORDINANCE 1520-713**

City Council will hold a public hearing and consider a request by Mr. Michael J. Curley of Earl, Curley, and Lagarde, P.C., for a one-year extension of PAD zoning for Avondale Commerce Park, located on approximately 80 acres of land at the northeast corner of 103rd Avenue and Van Buren Street. If the PAD zoning extension is not granted, the Council may consider an ordinance reverting the zoning of the property back to Agricultural. The Council will take appropriate action.

6 **HOME ENERGY RATING SYSTEM COMPLIANCE BUILDING CODE UPDATE AND UPHOLD OF ACTION; ALTERNATIVELY RESOLUTION 3125-713 AND ORDINANCE 1521-713**

City Council will receive an update pertaining to the Home Energy Rating System and consider staff's recommendation to uphold their action related to the building codes and not make any additional modifications to the same relating to an alternate HERS compliance. Alternatively, City Council will consider a resolution declaring as a public record the document filed with the City Clerk and entitled “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, Amended and Restated July 15, 2013.” and an ordinance adopting the same and 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 **MAINTENANCE IMPROVEMENT DISTRICT POLICY**

City Council will receive a conceptual overview of Maintenance Improvement Districts for residential subdivisions, how it would be created, and how new residential developments would benefit from a Maintenance Improvement District Policy. For information, discussion, and direction only.

8 ADJOURNMENT

Respectfully submitted,

Carmen Martinez
City Clerk

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CITY COUNCIL REPORT

SUBJECT:
Water Distribution Crew Presentation

MEETING DATE:
July 15, 2013

TO: Mayor and Council

FROM: Carmen Martinez

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
July 15, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

1. Work Session of July 1, 2013
2. Regular Meeting of July 1, 2013

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Cooperative Purchasing Agreement - Felix Construction Company

MEETING DATE:
July 15, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve an amendment to a contract with Felix Construction Company for valve repair & replacement, construction services for Rigby Water System, and Thomas Road waterline work in the amount of $200,630.44 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

DISCUSSION:

Additional work is being requested of this contractor at several locations. See attached Vicinity Map.

A new valve is being inserted on a 16" line west of the El Mirage/Van Buren intersection to replace a broken one. This new valve will replace a broken valve located in the intersection. The valve will be the insertion type valve that will not require a shutdown of water services. The road will be repaired where disturbed .

Other work includes construction of a bypass on a Southern Avenue line enabling staff to provide disinfection in the line during times of low water use, replacement of services on Vermeersch Rd that are currently being served by cross country PVC waterlines that are continually failing, and construction of a short segment of pipe in 3rd Avenue under where a speed table (speed hump) is to be constructed. This pipe will prevent cutting the new speed table when the Western Avenue waterline improvements are constructed next year.

BUDGETARY IMPACT:

Funding for this project will come from the following budget line items:

El Mirage/Van Buren valve	$96,784.83	514-1057-00-8520
Southern Avenue bypass	$43,943.67	514-1140-00-8520
Vermeersch Services	$39,467.41	Operating
3rd Avenue waterline	$20,434.53	514-1282-00-8520

RECOMMENDATION:

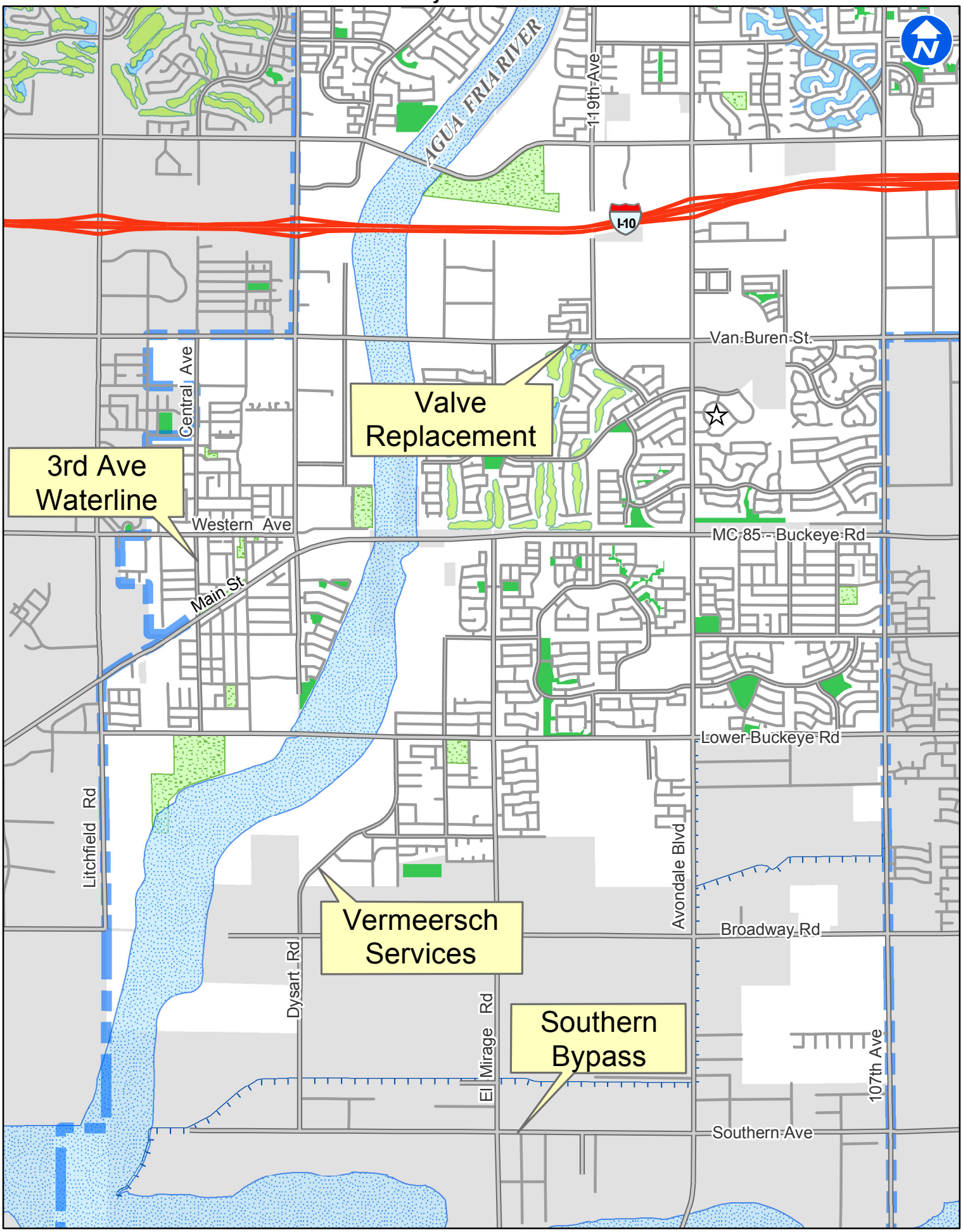
Staff recommends that the City Council approve an amendment to a contract with Felix Construction Company for valve repair/replacement and construction services for Rigby Water System and Thomas Road in the amount of $200,630.44 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- CPA - Felix Construction

City of Avondale



map created by the GIS Division of Public Works
June 2013

Vicinity Map

0 0.25 0.5 1 Miles

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

http://www.avondale.org/DocumentCenter/View/32632

CITY COUNCIL REPORT

SUBJECT:
Construction Contract Award - Pierson Construction for the CDBG Street & Sidewalk Improvement Project

MEETING DATE:
July 15, 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 award a construction contract to Pierson Construction (Pierson) for the construction of water and paving improvements for the CDBG Street and Sidewalk Improvement Project in the amount of $1,313,286.48, authorize the transfer of $140,000 from 304-1020-00-8420 to 304-1162-00-8420, authorize the transfer of $500,000 from 514-1068-00-8520 to 514-1162-00-8520, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

CDBG funds must be utilized to serve areas that have at least 50% of the population classified as low-to-moderate income. City Council approved the use of CDBG and other capital funds to assist with water and street improvements. The main purpose of this project is to reconstruct streets to improve drainage, driving conditions, and the life expectancy of streets located within the project area including Harrison Drive, 1st, 2nd and 3rd Streets, and Brooke Lane. The existing pavement is beyond its life span and is in poor condition with extensive cracking and raveling. Complete pavement reconstruction is required. This CDBG project also includes new water main, service replacements and fire hydrant replacements. The residential water services in the project area are old and in need of repair due to leaks.

Since the streets are being reconstructed, staff deemed it best to replace all the old services under the new pavement areas. This project will also improve the street lighting through the area and replace sidewalk ramps. Because of the street reconstruction, the City is required to upgrade the existing sidewalk ramps to be ADA compliant. Street lighting levels will be increased with the addition of new street lights.

DISCUSSION:

SCOPE OF WORK:

The main scope of work for this project will include:

- Reconstruction of existing street pavement
- Installation of new waterline
- Replacement and install fire hydrants
- Replacement of residential water services
- Streetlight upgrading

BID PROCESS:

Requests-for-Bid notices were published in the West Valley View on June 4 and June 11, 2013 and the Arizona Business Gazette on June 6, 2013. The Development and Engineering Services Department held a mandatory pre-bid meeting on June 12, 2013. Seven (7) bids were received and opened on July 2, 2013. Each bid package was reviewed and all bidders met the bidding requirements. The firms meeting requirements and the amount of their bids are as follows:

BIDDER	TOTAL BID AMOUNT	M/DBE
Blucor Contracting	$1,557,123.45	No
RK Sanders	$1,445,443.68	No
Citywide Construction	$1,561,837.00	No
Standard Construction	$1,324,700.94	No
Visus Engineering	$1,431,740.20	No
Pierson Construction	$1,313,286.48	No
Combs Construction	$1,560,715.02	No

Pierson with a bid of $1,313,286.48 was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes Pierson to be competent and qualified for this project. Pierson has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this contractor.

The bid tabulation sheet which provides a bid item breakdown of each submitted bid is attached. The Contract is on file with the City Clerk.

SCHEDULE:

A tentative construction schedule is as follows:

PROJECT MILESTONES	TARGET DATE
Issue Notice of Award	07/16/13
Pre-Construction Conference	07/30/13
Notice-to-Proceed	08/05/13
Begin Construction	08/05/13
Project Completion	02/03/14

BUDGETARY IMPACT:

Funding for this project is available in the following line items:

- $425,000 in CIP Street Fund Line Item 304-1162-00-8420 (CDBG Street and Sidewalk Improvements)
- $140,000 in CIP Street Fund Line Item 304-1020-00-8420 (Preventative Street Maintenance) and is proposed to be transferred to 304-1162-00-8420
- $250,000 in CIP Water Fund Line Item 514-1162-00-8520 (CDBG Water Improvements)
- $500,000 in CIP Water Fund Line Item 514-1068-00-8520 (Wellhead Treatment) and is proposed to be transferred to 514-1162-00-8520

RECOMMENDATION:

Staff recommends that the City Council award a construction contract to Pierson Construction for the construction of water and paving improvements for the CDBG Street and Sidewalk Improvement Project in the amount of $1,313,286.48, authorize the transfer of $140,000 from 304-1020-00-8420 to 304-1162-00-8420, authorize the transfer of $500,000 from 514-1068-00-8520 to 514-1162-00-8520, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Bid Tab
- Vicinity Map

CITY OF AVONDALE
BID TABULATION SHEET
EN13-036 CDBG Stree and Sidewlak Improvements (ST1162)
BID DATE: July 2, 2013

				Blucor		RK Sanders		Citywide		Standard	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total
Item No.	Description of Materials and/or Services	Qty	Unit	Price	Price	Price	Price	Price	Price	Price	Price
105.30010	Preparation of As-Built Plans	1	LS	$9,262.00	$9,262.00	$1,200.00	$1,200.00	$1,000.00	$1,000.00	$500.00	$500.00
105.80010	Construction Surveying & Layout	1	LS	$9,262.00	$9,262.00	$6,500.00	$6,500.00	$8,000.00	$8,000.00	$16,000.00	$16,000.00
107.03000	NPDES/SWPPP	1	LS	$26,850.00	$26,850.00	$7,500.00	$7,500.00	$15,000.00	$15,000.00	$3,500.00	$3,500.00
107.15000	Community Relations (Allowance)	1	ALLOW	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
107.15010	Project Information Signs	3	EA	$537.00	$1,611.00	$450.00	$1,350.00	$800.00	$2,400.00	$600.00	$1,800.00
109.09000	Mobilization/Demobilization	1	LS	$89,000.00	$89,000.00	$85,000.00	$85,000.00	$114,000.00	$114,000.00	$18,000.00	$18,000.00
109.50010	Miscellaneous Reimbursables (Allowance)	1	ALLOW	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
301.01000	Subgrade Preparation	12625	SY	$9.00	$113,625.00	$1.40	$17,675.00	$6.00	$75,750.00	$5.75	$72,593.75
310.03200	Aggregate Base Course(8")	5700	Ton	$16.50	$94,050.00	$11.75	$66,975.00	$20.00	$114,000.00	$1.00	$5,700.00
321.00204	3" AC Surface Course (19 mm), {Local}	2200	Ton	$85.60	$188,320.00	$65.00	$143,000.00	$67.00	$147,400.00	$76.00	$167,200.00
340.01004	Vertical/Roll Curb Transition, MAG 221	2	EA	$177.00	$354.00	$45.00	$90.00	$100.00	$200.00	$125.00	$250.00
340.01110	Vertical Curb and Gutter MAG. 220, Type 'A', H=6"	2090	LF	$21.35	$44,621.50	$19.75	$41,277.50	$20.00	$41,800.00	$13.00	$27,170.00
340.01130	Roll Curb and Gutter MAG. 220, Type 'C', H=4"	205	LF	$20.00	$4,100.00	$16.80	$3,444.00	$17.00	$3,485.00	$13.00	$2,665.00
340.01210	Concrete Sidewalk, MAG 230	8,000	SF	$4.95	$39,600.00	$3.30	$26,400.00	$3.50	$28,000.00	$3.50	$28,000.00
340.01301	Pedestrian Ramp, MAG 235-3	3	EA	$1,940.00	$5,820.00	$990.00	$2,970.00	$1,400.00	$4,200.00	$1,100.00	$3,300.00
340.01452	Driveway Entrance, COA Std. Det. A1252 (Residential)	3,180	SF	$7.00	$22,260.00	$5.40	$17,172.00	$6.00	$19,080.00	$5.00	$15,900.00
340.01455	Driveway Entrance, Plan Det. Sheet 3	630	SF	$7.00	$4,410.00	$5.60	$3,528.00	$6.00	$3,780.00	$5.00	$3,150.00
340.01600	Concrete Valley Gutter and Apron MAG 240	100	SF	$9.00	$900.00	$6.75	$675.00	$7.00	$700.00	$7.00	$700.00
340.02100	Detectable Warning (Truncated Domes)	66	SF	$34.50	$2,277.00	$23.00	$1,518.00	$20.00	$1,320.00	$20.00	$1,320.00
345.01100	Adjust Sewer Manhole Frame & Cover COA Std. Det. 1216	8	EA	$503.00	$4,024.00	$450.00	$3,600.00	$340.00	$2,720.00	$300.00	$2,400.00
345.01200	Adjust Sewer Cleanout to Grade	6	EA	$410.00	$2,460.00	$380.00	$2,280.00	$300.00	$1,800.00	$300.00	$1,800.00
345.01410	Adjust Water Valve Box & Cover COA Std. Det. 1310	26	EA	$516.00	$13,416.00	$380.00	$9,880.00	$300.00	$7,800.00	$250.00	$6,500.00
350.01300	(Sawcut &) Remove Existing Asphalt Pavement	12625	SY	$3.75	$47,343.75	$7.00	$88,375.00	$2.40	$30,300.00	$2.50	$31,562.50
350.01800	Remove Existing Curb & Gutter	2105	LF	$1.70	$3,578.50	$4.00	$8,420.00	$4.00	$8,420.00	$6.00	$12,630.00
350.01810	Remove Existing Concrete Valley Gutter and Apron	100	LF	$3.65	$365.00	$3.00	$300.00	$3.50	$350.00	$2.40	$240.00
350.01900	Remove Existing Sidewalk, Driveway, or Valley Gutter	8,790	SF	$1.15	$10,108.50	$2.00	$17,580.00	$2.30	$20,217.00	$1.00	$8,790.00
350.04005	Remove & Salvage Street Light	2	EA	$651.00	$1,302.00	$1,200.00	$2,400.00	$400.00	$800.00	$500.00	$1,000.00
350.30102	Remove Existing 2" Water	370	LF	$1.00	$370.00	$6.00	$2,220.00	$3.00	$1,110.00	$6.50	$2,405.00
350.30104	Remove Existing 4" ACP	405	LF	$17.00	$6,885.00	$18.00	$7,290.00	$8.00	$3,240.00	$9.30	$3,766.50
350.30106	Remove Existing 6" ACP	370	LF	$17.25	$6,382.50	$16.00	$5,920.00	$30.00	$11,100.00	$9.50	$3,515.00
351.12001	Remove Existing Valve Box and Cover	15	LF	$42.75	$641.25	$300.00	$4,500.00	$100.00	$1,500.00	$350.00	$5,250.00
351.12002	Remove Existing Valve, Valve Box and Cover	5	LF	$230.00	$1,150.00	$600.00	$3,000.00	$365.00	$1,825.00	$1,400.00	$7,000.00
351.46000	Relocate Existing Street Sign	3	EA	$400.00	$1,200.00	$355.00	$1,065.00	$180.00	$540.00	$190.00	$570.00
401.01000	Traffic Control	1	LS	$18,800.00	$18,800.00	$30,222.00	$30,222.00	$15,000.00	$15,000.00	$20,000.00	$20,000.00
401.01100	Uniformed Off-Duty Officer	1	LS	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
405.00020	Survey Monument, MAG 120-1 (Type B)	8	EA	$128.00	$1,024.00	$125.00	$1,000.00	$350.00	$2,800.00	$300.00	$2,400.00
430.00001	Restore Landscape and Irrigation	1	LS	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
471.60042	Street Light Junction Box (APS Furnished, Contractor Installed)	11	EA	$343.00	$3,773.00	$425.00	$4,675.00	$120.00	$1,320.00	$125.00	$1,375.00
471.61141	Install 2.5-in Electrical Streetlight Conduit	375	LF	$42.50	$15,937.50	$24.00	$9,000.00	$34.00	$12,750.00	$34.00	$12,750.00

CITY OF AVONDALE
BID TABULATION SHEET
EN13-036 CDBG Stree and Sidewlak Improvements (ST1162)
BID DATE: July 2, 2013

				Blucor		RK Sanders		Citywide		Standard	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total
Item No.	Description of Materials and/or Services	Qty	Unit	Price	Price	Price	Price	Price	Price	Price	Price
477.81010	100 W HPS Streetlight & Foundation	10	EA	$2,475.00	$24,750.00	$866.00	$8,660.00	$1,400.00	$14,000.00	$1,500.00	$15,000.00
477.81030	100 W Pole Mounted Streetlight	8	EA	$1,280.00	$10,240.00	$1,922.00	$15,376.00	$650.00	$5,200.00	$700.00	$5,600.00
477.81510	150 W HPS Streetlight & Foundation	1	EA	$2,533.00	$2,533.00	$2,800.00	$2,800.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00
477.81540	150 W Pole Mounted Streetlight	1	EA	$1,340.00	$1,340.00	$1,200.00	$1,200.00	$650.00	$650.00	$700.00	$700.00
610.02006	6” DIP Waterline & Fittings, Class 350	140	LF	$34.00	$4,760.00	$44.00	$6,160.00	$60.00	$8,400.00	$43.00	$6,020.00
610.02008	8” DIP Waterline & Fittings, Class 350	955	LF	$30.00	$28,650.00	$62.00	$59,210.00	$62.00	$59,210.00	$44.00	$42,020.00
610.05106	6” Vertical Re-Alignment	2	EA	$5,070.00	$10,140.00	$7,141.00	$14,282.00	$7,000.00	$14,000.00	$6,800.00	$13,600.00
610.05108	8” Vertical Re-Alignment	2	EA	$5,315.00	$10,630.00	$7,564.00	$15,128.00	$8,000.00	$16,000.00	$7,000.00	$14,000.00
610.05112	12” Vertical Re-Alignment	1	EA	$7,625.00	$7,625.00	$9,080.00	$9,080.00	$10,000.00	$10,000.00	$11,500.00	$11,500.00
610.06006	6” DIP Waterline & Fittings, Class 350 Restrained Joint	1365	LF	$37.00	$50,505.00	$48.00	$65,520.00	$58.00	$79,170.00	$53.00	$72,345.00
610.06008	8” DIP Waterline & Fittings, Class 350 Restrained Joint	2275	LF	$40.50	$92,137.50	$67.00	$152,425.00	$60.00	$136,500.00	$54.00	$122,850.00
610.06012	12” DIP Waterline & Fittings, Class 350 Restrained Joint	70	LF	$77.00	$5,390.00	$82.00	$5,740.00	$125.00	$8,750.00	$110.00	$7,700.00
610.07001	Extra Depth on Waterline Trench (1-ft)	200	LF	$4.00	$800.00	$12.00	$2,400.00	$4.00	$800.00	$18.00	$3,600.00
610.07002	Extra Depth on Waterline Trench (2-ft)	100	LF	$8.00	$800.00	$18.00	$1,800.00	$8.00	$800.00	$21.00	$2,100.00
610.08505	Remove Existing Fire Hydrant and Replace	2	EA	$825.00	$1,650.00	$633.00	$1,266.00	$600.00	$1,200.00	$600.00	$1,200.00
610.08511	New Fire Hydrant (Wet Barrel) Assembly Complete	5	EA	$6,200.00	$31,000.00	$6,255.00	$31,275.00	$6,100.00	$30,500.00	$5,500.00	$27,500.00
610.10100	Connect to Existing Waterline	7	EA	$746.00	$5,222.00	$966.00	$6,762.00	$1,000.00	$7,000.00	$2,000.00	$14,000.00
610.30001	Cut & Cap Existing Waterline	23	EA	$875.00	$20,125.00	$866.00	$19,918.00	$1,000.00	$23,000.00	$1,600.00	$36,800.00
610.40001	Temporary Water Supply	1	LS	$120,000.00	$120,000.00	$4,536.00	$4,536.00	$11,000.00	$11,000.00	$49,000.00	$49,000.00
615.03101	4" Sewer Servicee Tap	4	EA	$1,250.00	$5,000.00	$842.00	$3,368.00	$2,800.00	$11,200.00	$1,400.00	$5,600.00
615.05001	Concrete Encasement	132	LF	$50.50	$6,666.00	$65.00	$8,580.00	$100.00	$13,200.00	$95.00	$12,540.00
615.11000	Removal & Replacement of Existing Sewer Service	5	EA	$1,430.00	$7,150.00	$1,800.00	$9,000.00	$2,500.00	$12,500.00	$1,000.00	$5,000.00
615.11001	Removal & Replacement of Existing Sewer Service (Extra Protection)	17	EA	$1,665.00	$28,305.00	$2,222.00	$37,774.00	$3,000.00	$51,000.00	$1,900.00	$32,300.00
630.01106	6” Gate Valve, Box and Cover A1310	5	EA	$1,457.00	$7,285.00	$710.00	$3,550.00	$1,200.00	$6,000.00	$850.00	$4,250.00
630.01108	8” Gate Valve, Box and Cover A1311	13	EA	$1,820.00	$23,660.00	$1,266.00	$16,458.00	$1,500.00	$19,500.00	$1,200.00	$15,600.00
630.01112	12” Gate Valve, Box and Cover A1312	1	EA	$3,030.00	$3,030.00	$2,428.00	$2,428.00	$2,700.00	$2,700.00	$2,100.00	$2,100.00
630.30208	Air Release Valve	1	EA	$2,750.00	$2,750.00	$5,518.00	$5,518.00	$4,300.00	$4,300.00	$3,600.00	$3,600.00
631.35541	Reconnect Existing 1" Water Service Line	75	EA	$456.00	$34,200.00	$836.00	$62,700.00	$1,200.00	$90,000.00	$990.00	$74,250.00
631.35543	Reconnect Existing 2" Water Service Line	4	EA	$1,975.00	$7,900.00	$2,875.00	$11,500.00	$2,000.00	$8,000.00	$1,450.00	$5,800.00
631.35572	#2 Water Meter Box and Cover	30	EA	$230.00	$6,900.00	$312.00	$9,360.00	$315.00	$9,450.00	$380.00	$11,400.00
631.35574	#4 Water Meter Box and Cover	4	EA	$432.00	$1,728.00	$592.00	$2,368.00	$450.00	$1,800.00	$650.00	$2,600.00
631.35581	#1 Water Meter Box and Cover (Traffic Rated)	45	EA	$191.00	$8,595.00	$186.00	$8,370.00	$240.00	$10,800.00	$450.00	$20,250.00
631.35621	1 1/4" Private Water Service Line	1500	LF	$7.50	$11,250.00	$16.00	$24,000.00	$12.00	$18,000.00	$16.00	$24,000.00
			SUBTOTAL		$1,472,800.00		$1,351,513.50		$1,484,837.00		$1,253,027.75
			Taxes As Applicable		$93,817.36		$86,091.41		$94,584.12		$79,817.87
			TOTAL BASED ON UNIT PRICES		$1,566,617.36		$1,437,604.91		$1,579,421.12		$1,332,845.62
			TOTAL SUBMITTED BY BIDDER		$1,557,123.45		$1,445,113.68		$1,561,837.00		$1,324,700.94
			Required Attachments Included?		Yes		Yes		Yes		Yes

Calculation or Extension Error

CITY OF AVONDALE
BID TABULATION SHEET
EN13-036 CDBG Stree and Sidewlak Improvements (ST1162)
BID DATE: July 2, 2013

				Visus		Pierson		Combs	
				Unit	Total	Unit	Total	Unit	Total
Item No.	Description of Materials and/or Services	Qty	Unit	Price	Price	Price	Price	Price	Price
105.30010	Preparation of As-Built Plans	1	LS	$1,500.00	$1,500.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00
105.80010	Construction Surveying & Layout	1	LS	$10,000.00	$10,000.00	$9,000.00	$9,000.00	$22,000.00	$22,000.00
107.03000	NPDES/SWPPP	1	LS	$7,000.00	$7,000.00	$4,000.00	$4,000.00	$5,500.00	$5,500.00
107.15000	Community Relations (Allowance)	1	ALLOW	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
107.15010	Project Information Signs	3	EA	$700.00	$2,100.00	$700.00	$2,100.00	$800.00	$2,400.00
109.09000	Mobilization/Demobilization	1	LS	$52,000.00	$52,000.00	$130,900.00	$130,900.00	$130,000.00	$130,000.00
109.50010	Miscellaneous Reimbursables (Allowance)	1	ALLOW	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
301.01000	Subgrade Preparation	12625	SY	$8.00	$101,000.00	$4.40	$55,550.00	$3.80	$47,975.00
310.03200	Aggregate Base Course(8")	5700	Ton	$13.00	$74,100.00	$16.00	$91,200.00	$12.00	$68,400.00
321.00204	3" AC Surface Course (19 mm), {Local}	2200	Ton	$62.00	$136,400.00	$72.00	$158,400.00	$68.00	$149,600.00
340.01004	Vertical/Roll Curb Transition, MAG 221	2	EA	$150.00	$300.00	$115.00	$230.00	$115.00	$230.00
340.01110	Vertical Curb and Gutter MAG. 220, Type 'A', H=6"	2090	LF	$15.00	$31,350.00	$14.60	$30,514.00	$13.25	$27,692.50
340.01130	Roll Curb and Gutter MAG. 220, Type 'C', H=4"	205	LF	$19.00	$3,895.00	$17.60	$3,608.00	$16.00	$3,280.00
340.01210	Concrete Sidewalk, MAG 230	8,000	SF	$3.50	$28,000.00	$3.40	$27,200.00	$3.00	$24,000.00
340.01301	Pedestrian Ramp, MAG 235-3	3	EA	$1,200.00	$3,600.00	$1,145.00	$3,435.00	$1,500.00	$4,500.00
340.01452	Driveway Entrance, COA Std. Det. A1252 (Residential)	3,180	SF	$5.00	$15,900.00	$4.60	$14,628.00	$5.00	$15,900.00
340.01455	Driveway Entrance, Plan Det. Sheet 3	630	SF	$5.00	$3,150.00	$4.70	$2,961.00	$5.00	$3,150.00
340.01600	Concrete Valley Gutter and Apron MAG 240	100	SF	$20.00	$2,000.00	$13.50	$1,350.00	$18.00	$1,800.00
340.02100	Detectable Warning (Truncated Domes)	66	SF	$40.00	$2,640.00	$30.00	$1,980.00	$28.00	$1,848.00
345.01100	Adjust Sewer Manhole Frame & Cover COA Std. Det. 1216	8	EA	$500.00	$4,000.00	$400.00	$3,200.00	$400.00	$3,200.00
345.01200	Adjust Sewer Cleanout to Grade	6	EA	$450.00	$2,700.00	$335.00	$2,010.00	$350.00	$2,100.00
345.01410	Adjust Water Valve Box & Cover COA Std. Det. 1310	26	EA	$400.00	$10,400.00	$250.00	$6,500.00	$350.00	$9,100.00
350.01300	(Sawcut &) Remove Existing Asphalt Pavement	12625	SY	$4.00	$50,500.00	$1.70	$21,462.50	$1.25	$15,781.25
350.01800	Remove Existing Curb & Gutter	2105	LF	$4.00	$8,420.00	$3.00	$6,315.00	$3.00	$6,315.00
350.01810	Remove Existing Concrete Valley Gutter and Apron	100	LF	$10.00	$1,000.00	$2.00	$200.00	$9.00	$900.00
350.01900	Remove Existing Sidewalk, Driveway, or Valley Gutter	8,790	SF	$1.00	$8,790.00	$1.00	$8,790.00	$1.20	$10,548.00
350.04005	Remove & Salvage Street Light	2	EA	$1,500.00	$3,000.00	$290.00	$580.00	$500.00	$1,000.00
350.30102	Remove Existing 2" Water	370	LF	$3.00	$1,110.00	$2.50	$925.00	$5.50	$2,035.00
350.30104	Remove Existing 4" ACP	405	LF	$5.00	$2,025.00	$8.00	$3,240.00	$16.50	$6,682.50
350.30106	Remove Existing 6" ACP	370	LF	$5.00	$1,850.00	$8.00	$2,960.00	$16.50	$6,105.00
351.12001	Remove Existing Valve Box and Cover	15	LF	$200.00	$3,000.00	$135.00	$2,025.00	$80.00	$1,200.00
351.12002	Remove Existing Valve, Valve Box and Cover	5	LF	$350.00	$1,750.00	$300.00	$1,500.00	$300.00	$1,500.00
351.46000	Relocate Existing Street Sign	3	EA	$200.00	$600.00	$110.00	$330.00	$200.00	$600.00
401.01000	Traffic Control	1	LS	$25,000.00	$25,000.00	$20,000.00	$20,000.00	$51,000.00	$51,000.00
401.01100	Uniformed Off-Duty Officer	1	LS	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
405.00020	Survey Monument, MAG 120-1 (Type B)	8	EA	$250.00	$2,000.00	$335.00	$2,680.00	$100.00	$800.00
430.00001	Restore Landscape and Irrigation	1	LS	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
471.60042	Street Light Junction Box (APS Furnished, Contractor Installed)	11	EA	$260.00	$2,860.00	$330.00	$3,630.00	$100.00	$1,100.00
471.61141	Install 2.5-in Electrical Streetlight Conduit	375	LF	$25.00	$9,375.00	$27.00	$10,125.00	$22.00	$8,250.00

CITY OF AVONDALE
BID TABULATION SHEET
EN13-036 CDBG Stree and Sidewlak Improvements (ST1162)
BID DATE: July 2, 2013

				Visus		Pierson		Combs	
				Unit	Total	Unit	Total	Unit	Total
Item No.	Description of Materials and/or Services	Qty	Unit	Price	Price	Price	Price	Price	Price
477.81010	100 W HPS Streetlight & Foundation	10	EA	$1,600.00	$16,000.00	$1,850.00	$18,500.00	$2,000.00	$20,000.00
477.81030	100 W Pole Mounted Streetlight	8	EA	$600.00	$4,800.00	$680.00	$5,440.00	$1,000.00	$8,000.00
477.81510	150 W HPS Streetlight & Foundation	1	EA	$1,600.00	$1,600.00	$1,850.00	$1,850.00	$2,200.00	$2,200.00
477.81540	150 W Pole Mounted Streetlight	1	EA	$700.00	$700.00	$680.00	$680.00	$1,100.00	$1,100.00
610.02006	6” DIP Waterline & Fittings, Class 350	140	LF	$35.00	$4,900.00	$61.00	$8,540.00	$55.00	$7,700.00
610.02008	8” DIP Waterline & Fittings, Class 350	955	LF	$50.00	$47,750.00	$48.00	$45,840.00	$58.00	$55,390.00
610.05106	6” Vertical Re-Alignment	2	EA	$5,000.00	$10,000.00	$2,220.00	$4,440.00	$5,000.00	$10,000.00
610.05108	8” Vertical Re-Alignment	2	EA	$6,000.00	$12,000.00	$2,450.00	$4,900.00	$7,500.00	$15,000.00
610.05112	12” Vertical Re-Alignment	1	EA	$7,000.00	$7,000.00	$3,250.00	$3,250.00	$8,000.00	$8,000.00
610.06006	6” DIP Waterline & Fittings, Class 350 Restrained Joint	1365	LF	$60.00	$81,900.00	$64.00	$87,360.00	$62.00	$84,630.00
610.06008	8” DIP Waterline & Fittings, Class 350 Restrained Joint	2275	LF	$62.00	$141,050.00	$62.00	$141,050.00	$70.00	$159,250.00
610.06012	12” DIP Waterline & Fittings, Class 350 Restrained Joint	70	LF	$105.00	$7,350.00	$138.00	$9,660.00	$120.00	$8,400.00
610.07001	Extra Depth on Waterline Trench (1-ft)	200	LF	$10.00	$2,000.00	$5.00	$1,000.00	$8.00	$1,600.00
610.07002	Extra Depth on Waterline Trench (2-ft)	100	LF	$20.00	$2,000.00	$10.00	$1,000.00	$14.00	$1,400.00
610.08505	Remove Existing Fire Hydrant and Replace	2	EA	$1,000.00	$2,000.00	$430.00	$860.00	$500.00	$1,000.00
610.08511	New Fire Hydrant (Wet Barrel) Assembly Complete	5	EA	$6,000.00	$30,000.00	$6,050.00	$30,250.00	$6,000.00	$30,000.00
610.10100	Connect to Existing Waterline	7	EA	$3,000.00	$21,000.00	$1,040.00	$7,280.00	$1,200.00	$8,400.00
610.30001	Cut & Cap Existing Waterline	23	EA	$700.00	$16,100.00	$165.00	$3,795.00	$900.00	$20,700.00
610.40001	Temporary Water Supply	1	LS	$21,885.00	$21,885.00	$11,400.00	$11,400.00	$80,000.00	$80,000.00
615.03101	4" Sewer Servicee Tap	4	EA	$2,200.00	$8,800.00	$600.00	$2,400.00	$130.00	$520.00
615.05001	Concrete Encasement	132	LF	$75.00	$9,900.00	$44.00	$5,808.00	$70.00	$9,240.00
615.11000	Removal & Replacement of Existing Sewer Service	5	EA	$2,500.00	$12,500.00	$415.00	$2,075.00	$1,200.00	$6,000.00
615.11001	Removal & Replacement of Existing Sewer Service (Extra Protection)	17	EA	$1,500.00	$25,500.00	$730.00	$12,410.00	$1,600.00	$27,200.00
630.01106	6” Gate Valve, Box and Cover A1310	5	EA	$1,000.00	$5,000.00	$825.00	$4,125.00	$1,200.00	$6,000.00
630.01108	8” Gate Valve, Box and Cover A1311	13	EA	$1,300.00	$16,900.00	$1,175.00	$15,275.00	$1,600.00	$20,800.00
630.01112	12” Gate Valve, Box and Cover A1312	1	EA	$2,500.00	$2,500.00	$2,125.00	$2,125.00	$2,500.00	$2,500.00
630.30208	Air Release Valve	1	EA	$5,000.00	$5,000.00	$2,910.00	$2,910.00	$4,000.00	$4,000.00
631.35541	Reconnect Existing 1" Water Service Line	75	EA	$1,200.00	$90,000.00	$635.00	$47,625.00	$1,200.00	$90,000.00
631.35543	Reconnect Existing 2" Water Service Line	4	EA	$1,300.00	$5,200.00	$1,365.00	$5,460.00	$2,000.00	$8,000.00
631.35572	#2 Water Meter Box and Cover	30	EA	$250.00	$7,500.00	$130.00	$3,900.00	$300.00	$9,000.00
631.35574	#4 Water Meter Box and Cover	4	EA	$400.00	$1,600.00	$270.00	$1,080.00	$500.00	$2,000.00
631.35581	#1 Water Meter Box and Cover (Traffic Rated)	45	EA	$150.00	$6,750.00	$130.00	$5,850.00	$250.00	$11,250.00
631.35621	1 1/4" Private Water Service Line	1500	LF	$7.00	$10,500.00	$7.00	$10,500.00	$16.00	$24,000.00
			SUBTOTAL		$1,346,000.00		$1,238,166.50		$1,476,272.25
			Taxes As Applicable		$85,740.20		$78,871.21		$94,038.54
			TOTAL BASED ON UNIT PRICES		$1,431,740.20		$1,317,037.71		$1,570,310.79
			TOTAL SUBMITTED BY BIDDER		$1,431,740.20		$1,313,286.48		$1,560,715.02
			Required Attachments Included?		Yes		Yes		Yes

Calculation or Extension Error

AERIAL DATE: JANUARY 2008 - MAP CREATED FEB 2009

12-14 CDBG PROJECT AREA

MAP PRODUCED BY AVONDALE GIS DEPARTMENT

CITY COUNCIL REPORT

SUBJECT:
First Amendment to the Professional Service Agreement - NCS Engineers

MEETING DATE:
July 15, 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 an amendment to the Professional Services Agreement (PSA) with NCS Engineers, to perform a Wellhead Treatment Study in an amount not-to-exceed $33,732 (the contract not-to-exceed amount is $164,564), and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On January 7, 2013, City Council approved a PSA with NCS Engineers to perform a Wellhead Treatment Study, for an amount not to exceed $130,832. The Study was to look at the City's existing and planned infrastructure from a regulatory standpoint and recommend treatment alternatives for water quality and brine disposal.

Two of the booster stations, Garden Lakes and Gateway, currently have nitrate treatment works. Gateway is a leased system and Garden Lakes is city-owned but operated under contract with Envirogen. The City desires to terminate the Envirogen contracts and own/operate them in the near future.

DISCUSSION:

During the study, additional time and testing were required at the Garden Lakes Booster Station. Also, the study identified process improvements that could result in better nitrate removal and non-hazardous brine creation for the Garden Lakes and Gateway Treatment works.

A letter of request with the additional tasks defined was submitted by NCS on June 5th, the contract has been reviewed and amended by the City Attorney and is attached for review.

The modified scope includes:

1. Additional Support During Extended Baseline System and Brine Stream Testing at Garden Lakes
2. Operations Support for Garden Lakes Water Production Facility
3. Evaluation of Treatment Capacity at Gateway Water Production Facility
4. Operations Support for Gateway Water Production Facility

BUDGETARY IMPACT:

Funding for this amendment is available in the Water Production Operating Budget.

RECOMMENDATION:

Staff is recommending that the City Council approve this amendment to the PSA with NCS Engineers, to perform a Wellhead Treatment Study in an amount not-to-exceed $33,732 for aa amended contract amount not-to-exceed $164,564, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- First Amendment to PSA - NCS Engineers

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NARASIMHAN CONSULTING SERVICES INC.,
d/b/a NCS ENGINEERS

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of July 8, 2013, between the City of Avondale, an Arizona municipal corporation (the "City") and Narasimhan Consulting Services Inc., an Arizona corporation, d/b/a NCS Engineers (the "Consultant").

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement dated January 7, 2013, for the Consultant to provide a Wellhead Treatment Study as part of the City's comprehensive drinking water quality master plan (the "Agreement").

B. The City has determined that additional services by the Consultant are necessary (the "Additional Services").

C. The City and the Consultant desire to amend the Agreement to (i) extend the term of the Agreement, (ii) modify the scope of work to include the Additional Services and (iii) increase the compensation to the Consultant for the Additional 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 the Consultant hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 7, 2014, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Scope of Work. Consultant shall provide the Additional Services as set forth in the additional Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The Consultant's total compensation under the Agreement shall increase by no more than $33,732.00 for the Additional Services, from $130,832.00 to $164,564.00, at the rates as set forth in the additional Scope of Work and Fee Proposal, attached hereto as Exhibit A.

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

5. Non-Default. By executing this First Amendment, the Consultant affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

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

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

"**City**"

CITY OF AVONDALE,
an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on July ____, 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)

"Consultant"

NARASIMHAN CONSULTING SERVICES INC.,
an Arizona corporation, d/b/a NCS ENGINEERS

By: Larry Hanson

Name: Larry Hanson

Title: Vice-President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on ~~July~~ June 26, 2013, by LARRY HANSON, as Vice President of NARASIMHAN CONSULTING SERVICES INC., an Arizona corporation, d/b/a NCS ENGINEERS, on behalf of the corporation.

Notary Public in and for the State of Arizona

(affix notary seal here)

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
JOHN WILLARD CRAWFORD
My Commission Expires 11/27/13

1970262.1

EXHIBIT A
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NARASIMHAN CONSULTING SERVICES INC.,
d/b/a NCS ENGINEERS

[Scope of Work and Fee Proposal]

See following pages.

Engineers

E N G I N E E R I N G

1998-2013
Celebrating 15 years of service
to our Loyal Clients

June 5, 2013

Ms. Barb Chappell, P.E.
City of Avondale
399 E. Lower Buckeye Road
Avondale, AZ 85323

Re: Additional Work Items for Discussion
Wellhead Treatment Study
City of Avondale Contract No. 13659C
NCS Job # 445

Dear Ms. Chappell:

Per our discussions with Leonard Scheid and at the May 15 workshop, we are submitting this letter to add tasks requested by the City to our contract.

Following are the additional tasks:

Task 6.6 - Provide Additional Support During Extended Baseline System and Brine Stream Testing at Garden Lakes Water Production Facility

Task 6.2 involved conducting baseline system and brine stream testing of the existing nitrate removal facility at the Garden Lakes site. NCS prepared a testing protocol as required per Task 6.2. It was anticipated that the field testing to be accomplished by City staff would be completed in approximately one month. Field testing began in late February 28, 2013. The anticipated test run was approximately 27 hours. In actuality, after every approximate 8 hours of run, the waste tanks were full, and the testing had to be suspended until the combined spent brine and rinse could be hauled to a solid waste landfill. However, due to past concerns with generating chromium-VI (Cr-VI), the City's current practice is to sample and have a test run on the waste to confirm it does not exceed the RCRA limit before sending to the landfill. Upon receiving a phone call from the City, the landfill operator then schedules his own Cr-VI testing. At this time, it is anticipated that the 27 hour test will not be completed until the June - July 2013 time frame. The extended field test period is increasing the amount of time required by NCS to complete the treatment system assessment for the Garden Lakes site, requiring more field work than originally budgeted.

202 East Earll Drive, Suite 110, Phoenix, Arizona 85012 T: 602 629 0206 F: 602 629 0223

Task 6.7 - Operations Support for Garden Lakes Water Production Facility

During completion of Tasks 6.1, 6.2, 6.3, and 6.4, NCS identified opportunities to optimize the performance of the existing nitrate removal facility. These system modifications and adjustments are needed to prevent chromium hazardous waste violations. NCS will provide the following additional tasks:

- Assist City with implementing optimization adjustments (run time, regeneration procedures, and set points).
- Assist City with verification that implemented optimization adjustments are providing the desired results.
- Provide operations support as requested by City.
- Verify waste stream characteristics.
- Validate performance and develop new breakthrough curves.
- Implement waste segregation plan (offsite disposal and sewer).

Task 11.3 - Evaluation of Treatment Needed for Increased Well Capacity at Gateway Water Production Facility

During the February 7, 2012, site visit to the Gateway Water Production Facility, the City indicated the well is equipped to pump 3,000 gpm; however, the City restricts the flow to 2,000 gpm to the nitrate treatment facility. The City has requested NCS evaluate the treatment facilities needed to be able to use the entire 3,000 gpm well capacity and add to the Summary Project Report. NCS will also prepare a process schematic and conceptual site plan.

Task 11.4 - Operations Support for Gateway Water Production Facility

During Tasks 11.1 and 11.2, NCS identified opportunities to optimize the performance of the existing nitrate removal facility. These adjustments are needed to reliably meet the nitrate MCL. NCS will provide the following additional tasks:

- Assist City with implementing optimization adjustments.
- Assist City with verification that implemented optimization adjustments are providing the desired results.
- Validate performance and develop new breakthrough curves.
- Provide operations support as requested by City.

The following assumptions are added:

Assumptions

- Making programming changes to the existing software that controls the nitrate removal system at Garden Lakes and Gateway is currently not included in the scope of services.

Fee

The lump sum fee for Tasks 6.6 and 11.3, is $13,220. A breakdown of the fee is shown on the attached Exhibit D.

The fee for Tasks 6.7 and 11.4 will be dependent on extent of process optimization implemented and amount of assistance requested by City. Accordingly, the fee for Tasks 6.7 and 11.3 will be on a time and material basis, estimated to be $20,512. This fee amount will not be exceeded without prior approval from the City.

If you have any questions, please contact me at (602) 629-0206.

Sincerely,

Ramesh Narasimhan, PE
President

cc: Leonard Scheid, City of Avondale w/copy.

Enc: As noted

Exhibit D - Fee Estimate for Additional Work Items for Avondale Wellhead Treatment Study

5-Jun-13

Task No. Task Description	Principal	Project Manager	Project Engineer	Clerical/WordProcessing	Technician/CADD	Total Task Labor Costs
Task 6.6 - Provide Additional Support During Extended Baseline & Brine Stream	2	12	32			$5,308
Task 6.7 - Operations Support for Garden Lakes Water Production Facility	8	8	72	4	4	$10,256
Task 11.3 - Evaluation of Treatment Needed for Increased Well Capacity	4	16	32	4	20	$7,912
Task 11.4 - Operations Support for Gateway Water Production Facility	8	8	72	4	4	$10,256
						$0
						$0
						$0
						$0
						$0
						$0
						$0
TOTAL HOURS PER PERSONNEL CLASSIFICATION	22	44	208	12	28	$33,732
Average Billing Rate, $/hr	148.00	143.00	103.00	51.50	76.50	
Labor Cost	$3,256	$6,292	$21,424	$618	$2,142	
Total Budget Cost	$33,732					
DIRECT EXPENSES						
Printing	$0					
TOTAL PROJECT FEE	$33,732 (Direct labor + direct expense allowances)					

NCS

CITY COUNCIL REPORT

SUBJECT:
Second Amendment to Professional Services Agreement - Brown and Caldwell, Inc. - Phoenix International Raceway Lift Station Design

MEETING DATE:
July 15, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff recommends that City Council approve a Second Amendment to the Professional Services Agreement with Brown and Caldwell for the Phoenix International Raceway Lift Station in an amount not to exceed $24,779, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

DISCUSSION:

On June 18, 2012, City Council approved the First Amendment for a Professional Services Agreement with Brown and Caldwell to complete a design for the PIR Lift Station after the decision was made to relocate the lift station. The design was completed, the project was bid, and the contract was approved by the City Council on December 17, 2012. The lift station is under construction and will be operational for the November 2013 race.

Included in the design contract was an amount for post construction services. While much of this effort is completed, additional effort will be required than was originally estimated. One item included analysis of backfill requirements due to unforseen geotechnical features (boulder landfill) discovered during excavation. Effort was spent to determine the best way to utilize the existing excavation materials to avoid wasting and import of materials, which would be more costly. More effort was also required to coordinate and review pump and accessory submittals than was projected earlier. The requested amendment should cover the additional work to complete the project, as well as a small amount to cover other items that could arise.

BUDGETARY IMPACT:

The funds for this item are available in Line Item 513-1295-00-8520.

RECOMMENDATION:

Staff recommends that the City Council approve a Second Amendment to the Professional Services Agreement with Brown and Caldwell for the Phoenix International Raceway Lift Station in an amount not to exceed $24,779, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Second Amendment to PSA

SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROWN AND CALDWELL, INC.

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is entered into as of July 15, 2013, between the City of Avondale, an Arizona municipal corporation (the "City") and Brown and Caldwell, Inc., a California corporation (the "Consultant").

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement dated June 1, 2011, as amended by that certain First Amendment, dated June 18, 2012 (collectively, the "Agreement"), for the Consultant to complete detailed design plans and related services for the Phoenix International Raceway lift station.

B. The City has determined that additional services are necessary in connection with the Agreement (the "Additional Services").

C. The City and the Consultant desire to amend the Agreement to (i) extend the term of the Agreement, (ii) modify the scope of work to include the Additional Services and (iii) increase the compensation to the Consultant for the Additional 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 the Consultant hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended through November 29, 2013.

2. Scope of Work. Consultant shall provide the Additional Services as set forth in the Scope of Work Amendment No. 2, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. Consultant's total compensation under the Agreement shall be increased by no more than $24,779.00 from $180,325.00 to $205,104.00 (of which $5,000.00 is an owner's contingency which shall be utilized at the City's sole discretion) for the Additional Services, as more particularly set forth in the Fee Proposal, attached hereto as Exhibit B and incorporated herein by reference.

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

5. Non-Default. By executing this Second Amendment, the Consultant affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Second Amendment are forever waived.

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

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

"**City**"

CITY OF AVONDALE,
an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on July ___, 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)

"**Consultant**"

BROWN AND CALDWELL, INC.,
a California corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2013, by _____, as _____ of BROWN AND CALDWELL, INC., a California corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

(affix notary seal here)

EXHIBIT A
TO
SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROWN AND CALDWELL, INC.

[Scope of Work Amendment No. 2]

See following page.

Scope of Work

City of Avondale
Phoenix International Raceway Lift Station
Amendment No. 2
June 20, 2013

Project Overview

In May of 2012, Brown and Caldwell (BC) contracted with the City of Avondale (City) for office engineering services related to the Phoenix International Raceway Lift Station. This project amendment will be for additional submittal reviews and special inspections required for that project as described in Amendment 1, Phase 5.0, Office Engineering, and for the addition of Phase 6.0, Owner Contingency.

Phase 5.0 Office Engineering

Task 5.1 Preconstruction Meeting

No change from original scope of work.

Task 5.2 Progress Meetings

No change from original scope of work.

Task 5.3 Shop Drawings and Submittals

This task is amended to increase the submittal review efforts from a total of twenty four (24) to a total of seventy seven (77) total reviews. This is an increase of an additional thirty five (35) total submittal reviews, including resubmittals, and an additional eighteen (18) total Operation and Maintenance Manual reviews, including resubmittals. In the event the total number of submittal reviews is exceeded, BC shall notify the City of the overrun and document the additional effort required for this work. Based on this notification BC reserves their right for compensation for the additional review effort.

Task 5.4 Requests For Information (RFIs)

No change from original scope of work.

Task 5.5 Special Inspection

This task is amended to increase the number of inspections to be performed from a total of eight (8) inspections to a total of twelve (12) special inspections, an increase of four (4) inspections. The inspections will be only for the reinforcement and concrete placement of the lift station wet well.

Phase 6.0 Owner Contingency

The Owner Contingency is included to account for changes, delays, or additional services required by the City. The contingency may only be used on an allowance basis upon written approval from the City.

Compensation

BC will perform the Scope of Work described herein on a time-and-materials basis for a not-to-exceed fee for the amount shown in Exhibit B. BC will not exceed this fee without prior authorization from the City. A breakdown of the estimated fee is shown in the attached Exhibit B and will be in accordance with the rate table in Exhibit C of the original contract. Although fees are estimated by task, BC may transfer funds between tasks as project developments require.

EXHIBIT B
TO
SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROWN AND CALDWELL, INC.

[Fee Proposal]

See following page.

EXHIBIT B
BROWN AND CALDWELL
FEE BREAKDOWN

Phase	Phase Description	Managing Engineer	Principal Engineer	Senior Engineer	Inspector III	Engineer I	Project Coordinator	Total Labor Hours	Total Labor Effort	Total Expense Effort	Total Effort
500	**Office Engineering**	20	30	12	10	44	28	**144**	**$19,679**	**$100**	**$19,779**
001	Pre-Con Meeting	0	0	0	0	0	0	**0**	$0	$0	$0
002	Progress Meetings	0	0	0	0	0	0	**0**	$0	$0	$0
003	Submittals	20	30	12	0	44	28	**134**	$18,396	$0	$18,396
004	RFIs	0	0	0	0	0	0	**0**	$0	$0	$0
005	Special Inspections	0	0	0	10	0	0	**10**	$1,283	$100	$1,383
600	**Owner Contingency**	0	0	0	0	0	0	**0**	**$0**	**$5,000**	**$5,000**
	GRAND TOTAL	**20**	**30**	**12**	**10**	**44**	**28**	**144**	**$19,679**	**$5,100**	**$24,779**

CITY COUNCIL REPORT

SUBJECT:
Termination Agreement and Purchase Agreement - Envirogen Technologies, Inc.

MEETING DATE:
July 15, 2013

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is recommending that City Council approve a Termination Agreement with Envirogen Technologies, Inc. for the Gateway and Garden Lakes Booster Stations, approve a Purchase Agreement with Envirogen Technologies, Inc. for the purchase of the Nitrate Treatment System at Gateway Booster Station for the combined amount of $250,000, approve the necessary funding from the Water Operating Contingency fund, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City currently leases a nitrate treatment facility from Envirogen (formerly Basin Water) for treatment of well 8A water at the Gateway Booster Station. Additionally, Envirogen provides operations support and maintenance services (hauling and disposing of spent brine, supplying salt, and equipment maintenance) for the Gateway and Garden Lakes treatment facilities. There are approximately two years remaining on the lease and service contracts.

Since entering into the lease with Basin Water, Envirogen has taken over and closed their local facilities making it difficult for them to respond to emergencies and customer service levels have diminished.

The Garden Lakes agreement requires a payment of $12,500 per month regardless of use and the Gateway facility is charged approximately $226 per acre foot of water processed. On average the city has paid Envirogen $425,000 per fiscal year for their services.

DISCUSSION:

The Department wishes to terminate all agreements and take full control of the treatment facilities. Current staff possess an excess of 30 years of experience in ion exchange water treatment and are licensed above what is required by the Maricopa County Environmental Services for operation of the facilities. The City will retain Envirogen services for assistance with their proprietary software, until the consultant currently under contract has completed the replacement software.

The amount of $250,000 requested in this report consists of $200,000 for the purchase of the Gateway nitrate treatment system as is and $25,000 for each ($50,000 total) contract to be terminated. Once the City owns/operates the facilities, the equipment can be optimized resulting in annual operations and maintenance savings of approximately $65,000 and will result in better control of the system and the brine being produced. This is a finding in the recently completed wellhead treatment study.

BUDGETARY IMPACT:

Staff is requesting to use Water Operating Contingency funds to purchase the Nitrate Treatment Facility and early termination of the Water Service Agreement for Gateway and Garden Lakes facilities. Contingency funds in the amount of $1,000,000 are currently available in line item 501-9110-00-9900. The proposed budget adjustment will transfer $250,000 from Water Operating Contingency funds and place $200,000 in the Water Production Operating Budget (line item 501-9122-00-8520) and $50,000 in the Water Administration Operating Budget (line item 501-9110-00-6251).

RECOMMENDATION:

Staff recommends that City Council:

1. Approve a Termination Agreement with Envirogen for Gateway and Garden Lakes Booster Stations
2. Approve a Purchase Agreement with Envirogen Technologies, Inc. for the purchase of the Water Treatment System at Gateway Booster Station
3. Approve the funding transfers described above from the Water Operating Contingency fund
4. Authorize the Mayor or City Manager and City Clerk to execute the necessary documents

ATTACHMENTS:

Click to download

- ☐ Termination Agreement
- ☐ Purchase Agreement

TERMINATION AGREEMENT
BETWEEN
ENVIROGEN TECHNOLOGIES, INC.
AND
THE CITY OF AVONDALE

THIS TERMINATION AGREEMENT (this "**Termination Agreement**") is made as of July ____, 2013 (the "Effective Date") by and between Envirogen Technologies, Inc., a Delaware corporation ("**Envirogen**") and the City of Avondale, an Arizona municipal corporation (the "**City**"). Envirogen and the City sometimes hereinafter are referred to collectively as the "Parties" and individually as a "Party."

RECITALS

A. The City and Envirogen are parties to that certain *Acceptance of Offer and Contract Award, Contract 11679* related to the lease and limited services for the Nitrate Treatment System at the City's Well 8a dated April 19, 2004 (the "Well 8a Agreement"); and,

B. The City and Envirogen are parties to that certain *Water Services Agreement – Northeast Pump Station,* dated July 19, 2010, related to the Nitrate Treatment System at the City's Northeast Pump Station dated April 19, 2004 (the "Northeast Pump Station Agreement"); and,

C. Envirogen and the City mutual desire to terminate early both the Well 8a Agreement and the Northeast Pump Station Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises above and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Envirogen, intending to be legally bound, covenant and agree, for themselves, and their successors and assigns, as follows:

1. Recitals. The foregoing recitals are an integral part of this Termination Agreement.

2. Termination of Agreement. Envirogen and the City mutually agree to terminate the Well 8a Agreement and the Northeast Pump Station Agreement as of the Effective Date on the terms and conditions contained herein.

3. Purchase Price for Early Termination. Within thirty (30) calendar days after the City Council approves this Termination Agreement, but no later than August 31, 2013, the City shall deliver to Envirogen fully executed copies of this Termination Agreement and shall deliver to Envirogen, by certified check or wire funds transfer, without requirement of invoice, the sum

of $25,000.00 for the early termination of the Well 8a Agreement and $25,000.00 for the early termination of the Northeast Pump Station Agreement.

4. Effect of Early Termination.

4.1 Following the Effective Date, the City shall take full and complete ownership of any remaining salt, brine waste or other consumables and materials at Well 8a and/or Northeast Pump Station facilities.

4.2 Notwithstanding anything contained in this Termination Agreement to the contrary, the Intellectual Property rights granted by Envirogen to the City pursuant to the Well 8a Agreement and the Northeast Pump Station Agreement shall remain in full force and effect so long as the City has use of such Intellectual Property in the City's sole discretion.

4.3 In consideration of the agreements set forth herein, each Party, for itself and for and on behalf of each of its past, present and future direct or indirect related entities and each of its past, present and future officers, directors, members, agents, shareholders, employees, attorneys and anyone claiming by or through the foregoing ("**Affiliates**") hereby releases the other Party and each of its respective Affiliates from all manner of actions, causes of action, lawsuits, claims, damages (whether general, special or punitive), judgments, executions, demands, indebtedness, liabilities, obligations, costs, losses, attorneys' fees and expenses (whether or not litigation is commenced), of every kind and nature whatsoever, whether fixed or contingent, known or unknown, suspected or unsuspected, arising from the Well 8a Agreement and the Northeast Pump Station Agreement, and any other documents related thereto. Anything in this Section 4.3 to the contrary notwithstanding, the release described herein shall not apply to any actions, causes of action, lawsuits, claims, damages (whether general, special or punitive), judgments, executions, demands, indebtedness, liabilities, obligations, costs, losses, attorneys' fees and expenses arising from invoices to the City from Envirogen for services rendered by Envirogen prior to the Effective Date of this Termination Agreement where such services were rendered under the *Well 8a Agreement* or the *Northeast Pump Station Agreement*.

5. Miscellaneous.

5.1 This Termination Agreement shall be binding upon and shall inure to the benefit of the Parties to this Termination Agreement and their respective legal representatives, successors and assigns.

5.2 Each Party hereto shall, promptly upon the request of any other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Termination Agreement.

5.3 This Termination Agreement is entered into in conjunction with that certain Water Treatment System Purchase Agreement (the "Purchase Agreement") between the Parties with the same Effective Date as this Termination Agreement. This Termination Agreement and the Purchase Agreement set forth the entire understanding of the Parties as to the matters set forth herein as of the Effective Date and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the Parties hereto. 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 Termination Agreement. This Termination 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 the Termination 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 Termination Agreement.

5.4 This Termination Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona and suit pertaining to this Termination Agreement may be brought only in courts in the State of Arizona.

5.5 The waiver by any Party hereto of any right granted to it under this Termination Agreement shall not be deemed to be a waiver of any other right granted in this Termination Agreement nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived under or by this Termination Agreement.

5.6 This Termination Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which taken together shall constitute one of the same instrument. The Parties agree that the delivery of this Agreement by facsimile or by computer numeric picture files, such as a PDF file, attached to an e-mail shall have the same force and effect as delivery of original signatures and that each Party may use such facsimile (or computer numeric picture file) signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that original signatures could be used.

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

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

5.9 Any notice, approval, consent, waiver or other communication required or permitted to be given or to be served upon either Party in connection with this Termination Agreement shall be in writing. Such notice shall be personally served, sent by facsimile, sent prepaid by registered or certified mail with return receipt requested, or sent by a reputable national overnight delivery service, and shall be deemed given: (a) if personally served, when delivered to the Party to whom such notice is addressed; (b) if given by facsimile, when sent, provided that the confirmation sheet from the sending fax machine confirms that the total number of pages were successfully transmitted; (c) if given by prepaid or certified mail with return receipt requested, on the date of execution of the return receipt; or (d) if sent by reputable national overnight delivery service, when received. Such notices shall be addressed to the Party to whom such notice is to be given at the Party's address set forth below or as such Party shall otherwise direct in writing to the other Party delivered or sent in accordance with this Section.

If to Envirogen Technologies, Inc., to:

Envirogen Technologies, Inc.
700 Rockmead Drive, Suite 105
Kingwood, TX 77339
Attn: Richard A. Reese
Fax No. (281) 358-2443

If to City, to:

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

With a copy to:

GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2327
Facsimile: (602) 340-1538
Attn: Andrew J. McGuire, Esq.

5.10 If any provision of this Termination Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

5.11 The headings or titles of the several articles and sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Termination Agreement.

5.12 This Termination Agreement does not relieve any Party hereto of any obligation or responsibility imposed upon it by law.

5.13 Unless otherwise expressly provided, the representations, covenants, indemnities and other agreements contained herein shall be deemed to be material and continuing, shall not be merged and shall survive any conveyance or transfer provided herein.

5.14 Whenever the consent or approval of any Party hereto, or of any agency therefor, shall be required under the provisions hereof, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

[SIGNATURES ON FOLLOWING PAGE]

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

"Envirogen"

ENVIROGEN TECHNOLOGIES, INC., a Delaware corporation

By: _____
Richard A. Reese
Chief Operating Officer

"City"

CITY OF AVONDALE, an Arizona municipal corporation

By: _____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

AJM:mtj 1876213.2 6/25/2013

(ACKNOWLEDGEMENTS)

STATE OF TEXAS)
) ss.
COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on July 2, 2013, by Richard Reese as Executive VP · COO of ENVIROGEN TECHNOLOGIES, INC., a Delaware corporation, on behalf of the corporation.

Notary Public in and for the State of Texas

My Commission Expires:

23 March 2016

SUZETTE H. DOMANGUE
Notary Public, State of Texas
My Commission Expires
March 23, 2016

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on July____, 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

My Commission Expires:

AJM:mtj 1876213.2 6/25/2013

WATER TREATMENT SYSTEM
PURCHASE AGREEMENT
BETWEEN
ENVIROGEN TECHNOLOGIES, INC.
AND
THE CITY OF AVONDALE

THIS WATER TREATMENT SYSTEM PURCHASE AGREEMENT (this "**Purchase Agreement**") is made as of July ____, 2013 (the "Effective Date") by and between Envirogen Technologies, Inc., a Delaware corporation ("**Envirogen**") and the City of Avondale, an Arizona municipal corporation (the "**City**"). Envirogen and the City sometimes hereinafter are referred to collectively as the "Parties" and individually as a "Party."

RECITALS

A. Envirogen is the owner of a water treatment system installed on City land located at Well 8a, such system being more particularly described in attached Exhibit A which incorporated herein by reference (the "**Treatment System**").

B. Envirogen desires to sell the Treatment System to the City and the City desires to purchase the Treatment System from Envirogen.

C. Concurrently with the execution of this Purchase Agreement, the City and Envirogen are terminating that certain *Acceptance of Offer and Contract Award, Contract 11679* for the Treatment System at Well 8a dated April 19, 2004, and the *Water Services Agreement – Northeast Pump Station,* dated July 19, 2010, related to the Nitrate Treatment System at the City's Northeast Pump Station dated April 19, 2004 (the "Termination Agreement").

AGREEMENT

NOW, THEREFORE, in consideration of the premises above and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Envirogen, intending to be legally bound, covenant and agree, for themselves, and their successors and assigns, as follows:

1. Recitals. The foregoing recitals are an integral part of this Purchase Agreement.

2. Purchase and Sale of Treatment System. Envirogen agrees to sell to City, and City agrees to buy from Envirogen, on the terms and conditions contained herein, the Treatment System.

RAC

3. Bill of Sale. Envirogen shall deliver to City an executed copy of this Purchase Agreement and an executed Bill of Sale, substantially in the form of the Bill of Sale attached hereto as Exhibit B and incorporated herein by reference. Upon receipt of Envirogen executed copies of the Termination Agreement, Purchase Agreement and the Bill of Sale, the City will present this Purchase Agreement, the Bill of Sale and the Termination Agreement to the City Council for approval. If the City Council fails to approve either this Purchase Agreement or the Termination Agreement on or before August 31, 2013, the City shall return to Envirogen the Envirogen executed copy of this Purchase Agreement, the Bill of Sale and the Termination Agreement which shall, for all purposes, be considered thereafter as null and void.

4. Purchase Price. Within thirty (30) calendar days after the City Council approves this Purchase Agreement and the Termination Agreement, the City shall deliver to Envirogen fully executed copies of this Purchase Agreement and shall deliver to Envirogen, by certified check or wire funds transfer, the sum of $200,000.00 without requirement of invoice.

5. Warranty. Subject to the obligations and responsibilities set forth in this Purchase Agreement, the Treatment System is sold to the City **AS IS - WHERE IS**.

6. Intellectual Property.

6.1 Patent. Envirogen hereby grants to City a perpetual, non-exclusive, royalty-free license under any issued and pending United States and international patents and patent applications to maintain and operate the Treatment System to remove the nitrate from the groundwater (collectively, the "Contaminant"). Such license shall continue after the expiration or termination of the Water Services Agreement and such license is transferable, provided that such license may only be transferred with the sale, transfer or lease of the Treatment System as a complete system. Except as otherwise provided in this Section 6.1, no license is granted to use the Treatment System to remove pollutants other than the Contaminant. No license is granted to use any expansion or duplication of the existing Treatment System.

6.2 License. Envirogen hereby grants to City a perpetual, non-exclusive, royalty-free license to use the copyrighted proprietary operating software contained in the System to perform routine operational activities, or routine maintenance of, or emergency repairs, to the Treatment System. Such license shall continue after the expiration or termination of the Water Services Agreement and such license is transferable, provided that such license may only be transferred with the sale, transfer or lease of the Treatment System as a complete system. No license is granted to adopt, modify or reproduce this proprietary software.

6.3 Trade Secrets. City acknowledges that the Treatment System contains trade secrets and other materials that are proprietary to Envirogen. City agrees that it shall not, nor shall it permit any person, partnership, corporation, joint venture, limited liability company or other form of organization or association of any kind that is not a party to this Purchase

Agreement (collectively "**Third-Parties**") to, modify, translate, reverse engineer, decompile, disassemble, create derivative works upon, or copy the Treatment System without Envirogen's prior written consent, which Envirogen may withhold in its sole and absolute discretion.

7. Indemnification and Release.

7.1 Envirogen Indemnification. To the fullest extent permitted by law, Envirogen 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 a "City 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 City 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 of Envirogen in connection with the Treatment System and/or this Purchase Agreement.

7.2 City Indemnification. To the fullest extent permitted by law, City shall indemnify, defend and hold harmless the Envirogen and its officer, employee or agent thereof (Envirogen and any such person being herein called an "Envirogen 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 Envirogen 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 of City in connection with the Treatment System and this Purchase Agreement.

7.3 Release. Envirogen knowingly and voluntarily forever releases and discharges the City and Council member, officer, employee or agent thereof from all rights, legal and equitable claims, causes of action, debts, accounts, and damages, known or unknown, asserted or unasserted, that Envirogen itself has against the City in connection with the Treatment System, and arising from actions, omissions, delays or other events that occurred prior to the date of execution by Envirogen of this Purchase Agreement; provided, however, that this release does not apply to invoices to the City from Envirogen for services rendered by Envirogen prior to the Effective Date of this Purchase Agreement where such services were rendered under the *Acceptance of Offer and Contract Award* dated April 19, 2004.

8. Representations of Envirogen. Envirogen represents and warrants to, and covenants with, City that:

8.1 Envirogen's Authority. Envirogen owns title to the Treatment System. Envirogen has full authority to sell the Treatment System pursuant to the terms of this Purchase

Agreement. Envirogen will convey to the Treatment System to City free and clear of all liens and encumbrances.

8.2 Claims. To the best of Envirogen's knowledge including specific inquiries made by Envirogen, there are no pending or threatened claims or litigation affecting the Treatment System.

8.3 Violations of Law; Default. To the best of Envirogen's knowledge including specific inquiries made by Envirogen, (i) there is no violation of any laws, ordinances, rules or regulations with respect to the Treatment System of which the City is not aware, (ii) no default exists under any covenant, condition or restriction applicable to the Treatment System, and (iii) Envirogen has not received notice from any governmental or other agency of any violation of any laws or ordinances with respect to the Treatment System of which City is not aware.

8.4 Authority to Execute. The persons executing this Purchase Agreement are duly authorized to do so and thereby bind Envirogen hereto.

ENVIROGEN MAKES NO WARRANTY, EXPRESSED OR IMPLIED, PURSUANT TO THIS PURCHASE AGREEMENT OTHER THAN AS IS SPECIFICALLY SET FORTH IN THIS SECTION 8 AND NONE SHALL BE IMPLIED. THE WARRANTIES SET FORTH IN THIS SECTION 8 ARE EXCLUSIVE. THE WARRANTIES ARE GIVEN AND ACCEPTED BY CITY IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED BY ENVIROGEN AND WAIVED BY CITY.

9. Representations of City. City represents and warrants to, and covenants with, Envirogen that:

9.1 Authority to Execute. The persons executing this Purchase Agreement are duly authorized to do so and thereby bind City hereto.

9.2 Municipal Organization. City is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Arizona, and has full power and authority to enter into and perform this Purchase Agreement in accordance with its terms. All proceedings of City to consummate the transaction contemplated by this Purchase Agreement and all documents and instruments required to be executed and delivered hereunder by City have been duly and validly authorized, and upon execution and delivery by City will constitute the valid and binding obligations of City in accordance with their terms.

10. Miscellaneous.

10.1 Assignment. This Purchase Agreement shall be binding upon and shall inure to the benefit of the Parties to this Purchase Agreement and their respective legal

representatives, successors and assigns; provided, however, that none of the Parties hereto shall be entitled to assign its right hereunder or under any document contemplated hereby except as provided in this Purchase Agreement or by the prior written consent of the other Parties to this Purchase Agreement, which consent shall not be unreasonably withheld or delayed.

10.2 Further Instruments and Assurances. Each Party hereto shall, promptly upon the request of any other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Purchase Agreement.

10.3 Entire Agreement; Interpretation; Parol Evidence. This Purchase Agreement, the Termination Agreement, the Bill of Sale and the Water Services Agreement set forth the entire understanding of the Parties as to the matters set forth herein as of the Effective Date and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the Parties hereto. 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 Purchase Agreement. This Purchase 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 the Purchase 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 Purchase Agreement.

10.4 Applicable Law; Venue. This Purchase Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona and suit pertaining to this Purchase Agreement may be brought only in courts in the State of Arizona.

10.5 Waiver. The waiver by any Party hereto of any right granted to it under this Purchase Agreement shall not be deemed to be a waiver of any other right granted in this Purchase Agreement nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived under or by this Purchase Agreement.

10.6 Counterparts. This Purchase Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which taken together shall constitute one of the same instrument. The Parties agree that the delivery of this Agreement by facsimile or by computer numeric picture files, such as a PDF file, attached to an e-mail shall have the same force and effect as delivery of original signatures and that each Party may use such facsimile (or computer numeric picture file) signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that original signatures could be used.

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

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

10.9 Notices and Requests. Any notice, approval, consent, waiver or other communication required or permitted to be given or to be served upon either Party in connection with this Purchase Agreement shall be in writing. Such notice shall be personally served, sent by facsimile, sent prepaid by registered or certified mail with return receipt requested, or sent by a reputable national overnight delivery service, and shall be deemed given: (a) if personally served, when delivered to the Party to whom such notice is addressed; (b) if given by facsimile, when sent, provided that the confirmation sheet from the sending fax machine confirms that the total number of pages were successfully transmitted; (c) if given by prepaid or certified mail with return receipt requested, on the date of execution of the return receipt; or (d) if sent by reputable national overnight delivery service, when received. Such notices shall be addressed to the Party to whom such notice is to be given at the Party's address set forth below or as such Party shall otherwise direct in writing to the other Party delivered or sent in accordance with this Section.

If to Envirogen Technologies, Inc., to:	Envirogen Technologies, Inc. 700 Rockmead Drive, Suite 105 Kingwood, TX 77339 Attn: Richard A. Reese Fax No. (281) 358-2443
If to City, to:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Facsimile: (623) 333-0100 Attn: Charles P. McClendon, City Manager

With a copy to:

GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2327
Facsimile: (602) 340-1538
Attn: Andrew J. McGuire, Esq.

10.10 Severability. If any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

10.11 Headings. The headings or titles of the several articles and sections hereof and in the Exhibits hereto, and any table of contents appended to copies hereof and thereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Purchase Agreement.

10.12 Legal Obligations. This Purchase Agreement does not relieve any Party hereto of any obligation or responsibility imposed upon it by law.

109.13 Non-Merger. Unless otherwise expressly provided, the representations, covenants, indemnities and other agreements contained herein shall be deemed to be material and continuing, shall not be merged and shall survive any conveyance or transfer provided herein.

10.14 Consent. Whenever the consent or approval of any Party hereto, or of any agency therefor, shall be required under the provisions hereof, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

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

[SIGNATURES ON FOLLOWING PAGE]

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

"Envirogen"

ENVIROGEN TECHNOLOGIES, INC., a Delaware corporation

By: _____
Richard A. Reese
Chief Operating Officer

"City"

CITY OF AVONDALE, an Arizona municipal corporation

By: _____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

AJM:mtj 1876211.2 6/25/2013

(ACKNOWLEDGEMENTS)

STATE OF TEXAS)
) ss.
COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on July 2, 2013, by RICHARD A. REESE as Chief Operating Officer of ENVIROGEN TECHNOLOGIES, INC., a Delaware corporation, on behalf of the corporation.

Notary Public in and for the State of Texas

My Commission Expires:

23 March 2016

SUZETTE H. DOMANGUE
Notary Public, State of Texas
My Commission Expires
March 23, 2016

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on July____, 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

My Commission Expires:

AJM:mtj 1876211.2 6/25/2013

EXHIBIT A
TO
WATER TREATMENT SYSTEM PURCHASE AGREEMENT

Description of the Well 8a Treatment System

Treatment Module (1,000-gpm capacity), 10'W x 40'L x 9'H

- One (1) – 1,000-GPM treatment unit
- 16 - 36" bed configuration
- Internal brine system
- Process control system

Pre-Treatment filter system

- Bag filters
- Inlet, outlet, filter header system

Brine filter system

Waste storage tanks

- 2 Polypro tanks
- 4" Waste discharge system (to lockbox)

Salt storage tank

- 1 Polypro tank
- 4" Transfer system

EXHIBIT B
TO
WATER TREATMENT SYSTEM PURCHASE AGREEMENT

Form of Bill of Sale

BILL OF SALE
BETWEEN
ENVIROGEN TECHNOLOGIES, INC.
AND
THE CITY OF AVONDALE

IN CONSIDERATION of the sum of Ten Dollars ($10.00) lawful money of the United States, and other valuable consideration, receipt of which is hereby acknowledged, and pursuant to that certain Purchase Agreement by and between Envirogen and City date July ____, 2013, ENVIROGEN TECHNOLOGIES, INC., a Delaware corporation ("Envirogen") hereby grants, bargains, sells, and transfers unto the CITY OF AVONDALE, an Arizona municipal corporation ("City"), and its assigns, to have and to hold forever, the water treatment system as more particularly described in attached Exhibit 1, incorporated herein by reference (the "Treatment System").

Furthermore, Envirogen warrants that (i) it is the lawful owner of the Treatment System (ii) it has good right to sell the same as aforesaid, (iii) the Treatment System is free and clear of all claims, liens, and other encumbrances whatsoever and (iv) Envirogen will and does warrant and defend same against the lawful claims and demands of all persons whomsoever and entities whatsoever.

Envirogen agrees to execute and deliver to City such certificate(s) of title or other instruments of sale, transfer, assignment and conveyance and all consents of third parties necessary thereto, in form and substance reasonably satisfactory to City, to effectively vest in City good indefeasible, marketable and merchantable title to the Treatment System, free and clear of all security interests, liens, claims or encumbrances of any nature or kind whatsoever.

Dated _____, 2013.

"Envirogen"

ENVIROGEN TECHNOLOGIES, INC.

By:_____

Name:_____

Title:_____

EXHIBIT 1
TO
BILL OF SALE
BETWEEN
ENVIROGEN TECHNOLOGIES, INC.
AND
THE CITY OF AVONDALE

Description of the Well 8(a) Treatment System

Treatment Module (1,000-gpm capacity), 10'W x 40'L x 9'H

- One (1) – 1,000-GPM treatment unit
- 16 - 36" bed configuration
- Internal brine system
- Process control system

Pre-Treatment filter system

- Bag filters
- Inlet, outlet, filter header system

Brine filter system

Waste storage tanks

- 2 Polypro tanks
- 4" Waste discharge system (to lockbox)

Salt storage tank

- 1 Polypro tank
- 4" Transfer system

CITY COUNCIL REPORT

SUBJECT:
Resolution 3126-713 - Memorandum of Understanding relating to an Edward Byrne Memorial Justice Assistance Grant Program

MEETING DATE:
July 15, 2013

TO: Mayor and Council

FROM: Janice Simpson, Grants Administrator 623-333-1025

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution approving a Memorandum of Understanding relating to an Edward Byrne Memorial Justice Assistance Grant program to authorize the acceptance of $24,702 from the Edward Byrne Memorial Justice Assistance program for the purpose of maintaining a Crime Victim Advocate position for the Police Department.
This position has been funded for the past 11 years by a VOCA grant which was not renewed for the 2013 FY.

BACKGROUND:

The Department of Justice has released the Edward Byrne Memorial Justice Assistance Grant (JAG). The JAG Program provides states, tribes, and local governments with funding to support a range of program areas including law enforcement, prosecution and court, prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, and technology improvement, and crime victim and witness initiatives.

DISCUSSION:

The Crime Victim Advocate is available to assist all victims of crime within the City of Avondale from the time the crime is reported until the case is adjudicated. The victim advocate is available to provide specific services to victims including: case status updates, mandated victim rights, crisis intervention, assistance with obtaining orders of protection/injunctions against harassment, assistance navigating through the judicial process, escort to court, information and referral, assistance with filing victim compensation claims, emergency financial assistance, and follow up contact. The Victim Services Unit promotes respect and empowerment of victims; and their rights throughout the judicial process.

BUDGETARY IMPACT:

Grant funding is in the amount of $24,702 with no match requirements. This will partially fund the existing Crime Victim Advocate position previously funded by a VOCA grant. Technology related items such as computers and phones already exist for this position.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving a Memorandum of Understanding relating to the Edward Byrne Memorial Justice Assistance Grant Program program to provide funding for a Crime Victim Advocate position for the Police Department and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 3126-713

RESOLUTION NO. 3126-713

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A MEMORANDUM OF UNDERSTANDING RELATING TO AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FOR LAW ENFORCEMENT ENHANCEMENT ACTIVITIES.

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

SECTION 1. The Memorandum of Understanding among the City of Avondale, the City of Chandler, the Town of Gilbert, the City of Glendale, the City of Goodyear, the City of Mesa, the City of Peoria, the City of Phoenix, the City of Scottsdale, the City of Tempe, and the County of Maricopa, Arizona, relating to acceptance and administration of Edward Byrne Memorial Justice Assistance Grant Program funds for law enforcement enhancement activities (the "MOU") is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by this 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 MOU 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, July 15, 2013.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3126-713

[MOU]

See following pages.

GMS APPLICATION NUMBER: 2013-H4079-AZ-DJ (Mandatory)

CONTRACT NO_____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

KNOW ALL BY THESE PRESENT

MEMORANDUM OF UNDERSTANDING
AMONG
CITY OF AVONDALE, CITY OF CHANDLER, TOWN OF GILBERT, CITY OF GLENDALE, CITY OF GOODYEAR, CITY OF MESA, CITY OF PEORIA, CITY OF PHOENIX, CITY OF SCOTTSDALE, CITY OF TEMPE, AND COUNTY OF MARICOPA, ARIZONA

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2013 LOCAL SOLICITATION (CFDA #16.738)

This Memorandum of Understanding (MOU) is made and entered into by and among the COUNTY of MARICOPA, hereinafter referred to as COUNTY; and the CITY of AVONDALE; and the CITY of CHANDLER; and the TOWN of GILBERT; and the CITY of GLENDALE; and the CITY of GOODYEAR; and the CITY of MESA; and the CITY of PEORIA; and the CITY of PHOENIX; and the CITY of SCOTTSDALE; and the CITY of TEMPE, hereinafter referred to as CITIES and TOWNS; all of Maricopa County, State of Arizona, witnesseth:

WHEREAS, this MOU is made under the authority of A.R.S. §§11-201, -251:

WHEREAS, the CITIES and TOWNS and the COUNTY have become entitled to certain grant funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this MOU is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITIES and TOWNS agree the COUNTY shall receive all the funds and distribute the funds to the CITIES; and

WHEREAS, the CITIES and TOWNS and COUNTY believe it to be in their best interests to reallocate the JAG funds;

NOW THEREFORE, the COUNTY and CITIES and TOWNS agree as follows:

Section 1

COUNTY agrees to receive $1,287,217 from the JAG award for the Maricopa County JAG Program.
COUNTY agrees to pay City of Avondale a total of $24,702 of JAG funds.
COUNTY agrees to pay City of Chandler a total of $51,115 of JAG funds.
COUNTY agrees to pay Town of Gilbert a total of $14,674 of JAG funds.
COUNTY agrees to pay City of Glendale a total of $86,334 of JAG funds.
COUNTY agrees to pay City of Goodyear a total of $7,948 of JAG funds.
COUNTY agrees to pay City of Mesa a total of $127,177 of JAG funds.
COUNTY agrees to pay City of Peoria a total of $19,566 of JAG funds.
COUNTY agrees to pay City of Phoenix a total of $632,462 of JAG funds.
COUNTY agrees to pay City of Scottsdale a total of $28,126 of JAG funds.
COUNTY agrees to pay City of Tempe a total of $59,798 of JAG funds.

All payments to CITIES and TOWNS will be made within thirty (30) days after receipt of the JAG funds by COUNTY.

Section 2

COUNTY agrees to use $235,315 for the JAG Program until September 30, 2016.

Section 3

1. **Term**. This Agreement shall be in effect for the term of the FY2013 JAG grant, being October 1, 2012 through September 30, 2016, unless terminated sooner in accordance with the terms of the grant, and such reasonable time thereafter as may be needed to complete the administration of the grant. Per Section 7 below, this MOU shall not be effective until filed with the Maricopa County Recorder's Office.

2. **Obligations of the COUNTY**. The COUNTY agrees to administer the Funds as provided in Section 1, and shall:
   A. Ensure that the funds received by COUNTY are dispersed to the CITIES and TOWNS in accordance to this MOU, and shall
   B. Collect and transmit to the appropriate Federal funding authorities all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.

3. **Obligations of the CITIES and TOWNS.** During the term of this Agreement;
   A. The CITIES and TOWNS agree that the COUNTY will administer the Funds as provided in Section 1.
   B. The CITIES and TOWNS will maintain and provide to the COUNTY all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
   C. The CITIES and TOWNS will be responsible for their own actions in providing services under this MOU and shall hold harmless the parties to this MOU from any liability that may arise from the furnishing of the services by the other parties.

4. **DISCLAIMER**. This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, agency, partnership or formal business association or organization of any kind among the parties, and the rights and obligations of the parties shall be only those expressly set forth in this MOU.

5. **NON-AVAILABILITY OF FUNDS**. Each payment obligation of the parties created hereby is conditioned on the availability of funds. The parties recognize that the continuation of this MOU after the close of any of their respective fiscal years shall be subject to the approval of their respective governing bodies providing an appropriation covering this item as an expenditure. None of the parties represent that said budget items will be actually adopted.

6. NOTICES. Notices provided under this Agreement shall be directed to the following persons:

The **COUNTY**: Alice Bustillo C/O County Manager's Office 301 W. Jefferson Street, 10th Floor Phoenix, AZ 85003 602-372-7059 Fax: 602-506-1642	The CITY of **AVONDALE** Name: Kimberly Martinez Address: 11465 West Civic Center Drive Address: Address: City/St/Zip: Avondale AZ 85323 Phone: 623-333-1000 Fax: 623-333-0100
The CITY of **CHANDLER** Name: Judy Mandt Address: Chandler Police Department Address: Mail Stop 303 Address: PO Box 4008 City/St/Zip: Chandler AZ 85244-4008 Phone: 480-782-4085 Fax: 480-782-4086	The TOWN of **GILBERT** Name: Joseph Go Address: 75 E. Civic Center Dr Address: Address: City/St/Zip: Gilbert AZ 85296 Phone: 480-635-7060 Fax: 480-497-4943
The CITY of **GLENDALE** Name: Kristy Baker Address: 6835 N. 57th Drive Address: Address: City/St/Zip: Glendale AZ 85301 Phone: 623-930-3212 Fax: 623-847-1399	The CITY of **GOODYEAR** Name: Christine McMurdy Address: City Manager's Office Address:190 North Litchfield Road Address: City/St/Zip: Goodyear AZ 85338 Phone: 623-882-7806 Fax: 623-882-7077
The CITY of **MESA** Name: Bill Kalaf Address: Mesa Police Department Address: P.O. Box 1466 Address: City/St/Zip: Mesa AZ 85211 Phone: 480-644-5365 Fax: 480-644-2857	The CITY of **PEORIA** Name: Teresa Corless Address: City of Peoria Police Department Address: 8351 W. Cinnabar Avenue Address: City/St/Zip: Peoria, AZ 85345 Phone: 623-773-7035 Fax: 623-773-7015

The CITY of **PHOENIX** Name: Gary Turner	The CITY of **SCOTTSDALE** Name: Melissa Miller
Address: Phoenix Police Department	Address: Scottsdale PD Headquarters
Address: 4th Floor, Suite 422	Address: 8401 E. Indian School Rd.
Address: 620 W. Washington St	Address:
City/St/Zip: Phoenix AZ 85003	City/St/Zip: Scottsdale AZ 85251
Phone: 602-534-3622	Phone: 480-312-1979
Fax: 602-534-1613	Fax: 480-312-7891
The CITY of **TEMPE** Name: Miyoung Kim	
Address: C/O Tempe Police Department - OMBR	
Address: 120 E. 5th Street	
Address:	
City/St/Zip: Tempe AZ 85281	
Phone: 480-350-8358	
Fax:	

Section 4

The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

Section 5

CONFLICT OF INTEREST. This MOU is subject to A.R.S. §38-511.

Section 6

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein; further, this MOU shall not create any rights in any party not a signatory hereto.

Section 7

This MOU shall not be effective until filed with the Maricopa County Recorder's Office.

Section 8

The COUNTY and CITIES and TOWNS warrant they are in compliance with the provisions in A.R.S. §41-4401 (e-verify).

Section 9

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, all Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

Section 10

Mutual Indemnification. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert witnesses' fees and other litigation costs) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Deputy County Attorney, Civil Svcs Div Date	**MARICOPA COUNTY** **By:** _____ Andrew Kunasek **Its**: Chairman of the Board of Supervisors **Attest:** _____ Fran McCarroll, Clerk of the Board **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Avondale City Attorney Date	**CITY OF AVONDALE** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Chandler City Attorney Date	**CITY OF CHANDLER** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Gilbert Town Attorney Date	**TOWN OF GILBERT** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Glendale City Attorney Date	**CITY OF GLENDALE** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE**: _____

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Goodyear City Attorney Date	**CITY OF GOODYEAR** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Mesa City Attorney Date	**CITY OF MESA** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Peoria City Attorney Date	**CITY OF PEORIA** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Phoenix City Attorney Date	**CITY OF PHOENIX** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Scottsdale City Attorney Date	**CITY OF SCOTTSDALE** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____

GMS APPLICATION NUMBER: 2013-H4079-AZ-DJ (Mandatory)

	CITY OF TEMPE
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.	**By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____
_____ Tempe City Attorney Date	**DATE:** _____

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing – Zoning Extension for Avondale Commerce Park PAD Zoning - Alternatively Ordinance 1520-713

MEETING DATE:
July 15, 2013

TO: Mayor and Council

FROM: Tracy Stevens, Acting Development & Engineering Services Director 623-333-4012

THROUGH: Charlie McClendon, City Manager

REQUEST: A one-year extension of Planned Area Development zoning on the subject property to expire April 16, 2014.

PARCEL SIZE: Approximately 80 acres

LOCATION: Northeast corner of 103rd Avenue and Van Buren Street

APPLICANT: Mr. Michael J. Curley, Earl, Curley, and Lagarde, P.C. (602) 265-0094

OWNER: 101st & Roosevelt Partners, LLC 101st & Van Buren Partners, LLC George H. Bell and Stephen J. Weiss, Managers, Valley Land Investors, LLC, GP (480) 538-5474 and (480) 603-1099

BACKGROUND:

The property is identified as Business Park on the General Plan Land Use Map (Exhibit A). The property is zoned Planned Area Development (PAD) (Exhibit B). The property is vacant and is currently being farmed (Exhibit C).

The property was annexed into the City March 17, 1986 and zoned Agricultural (AG). On March 17, 2008, City Council approved case Z-07-7 and rezoned the property to Planned Area Development (PAD) through Ordinance 1294-308 (Exhibits E and F).

On May 16, 2011, City Council granted a one-year extension of PAD zoning for Avondale Commerce Park (case PL-11-0034) with a condition of approval that the development also be subject to the Public Art Ordinance 1324-808. Previous conditions of approval remain in effect. This was the 1st PAD extension.

On April 2, 2012, City Council granted a second one-year extension of PAD zoning for Avondale Commerce Park (case PL-12-0043). All conditions of the previous approvals remain in effect. On April 16, 2013, the second one-year PAD zoning extension expired.

On June 6, 2013, the applicant requested that the public hearing for this case scheduled for June 17th be rescheduled to July 15, 2013 in order to provide additional time to consult with the property owners regarding the proposed additional conditions of approval (see both the Analysis and Recommendation subsections below).

SUMMARY OF REQUEST:

The applicant is requesting a one-year extension of the expiration date of PAD zoning to April 16, 2014 (Exhibit H). If granted, this would be the third of a possible maximum four one-year extensions of PAD zoning provided for by the Zoning Ordinance.

PARTICIPATION:

Not required.

PLANNING COMMISSION ACTION:

Not required.

ANALYSIS:

On August 28, 2012, Avondale voters ratified General Plan 2030. The land use map adopted with General Plan 2030 changed the designation of this property from Employment to Business Park. General Plan 2030 states that Business Park is intended for "…large scale campus developments that provides abundant employment opportunities…" and that the land use accommodates light manufacturing, corporate commerce, hotel, multi-story offices, research and development industries, solar and renewable energy manufacturers, motor sports related industry manufacturers, and limited warehouse and support services that support these primary employment uses. Some of the uses in the Avondale Commerce Park PAD that do not comply with Business Park are: Commerce, trade, and business schools (Permitted anywhere); Warehouse/distribution (Permitted anywhere); Hospital and emergency care center (Permitted anywhere); Gas Service station with Retail Gasoline Sales, Convenience Store, and Carwash (Permitted parcels C & D adjacent to Van Buren Street); General Retail with no single user to exceed 20,000 square feet building size (Permitted parcels C & D adjacent to Van Buren Street); Dancing, Theatrical or Music Studio (Permitted parcels C & D adjacent to Van Buren Street); Churches, Synagogues, Places of Worship (anywhere with a Conditional Use Permit); Indoor recreation including baseball/batting cage, ice skating arena, bowling alleys, gymnasiums, gymnastic clubs, indoor swimming pools, and similar uses (anywhere with a Conditional Use Permit); Automobile engine repair, body repair, upholstery, painting facilities and similar uses (anywhere with a Conditional Use Permit); and, Mini-storage within enclosed building without exterior storage (anywhere with a Conditional Use Permit).

The Avondale Commerce Park PAD is in compliance with the current development and design standards of the Freeway Corridor Specific Plan, the Zoning Ordinance for the Commerce Park (CP), General Industrial (A-1), and Community Commercial (C-2) Zoning Districts, and the Commercial/Industrial/Multi-Family Residential Design Manuals. The PAD Development Plan and Program provides for greater maximum building heights of 56 feet, instead of 35 feet, and allows up to 84 feet of maximum building height in subareas A and B of the property if four criteria are met (Exhibit F, page 7). The criteria are the same as was adopted with the amendment of the Freeway Corridor Specific Plan in 2007. The PAD Development Plan and Program also contains specific architectural design requirements, which were adopted as a part of the PAD prior to adoption of the Commercial/Industrial/Multi-Family Residential Design Manuals in 2008. The PAD requirements are compatible with the City's Design Manuals.

Uses provided for in the PAD are compatible with CP, A-1, and C-2 zoning, with the C-2 uses being located within approximately 600 feet of Van Buren Street.

The PAD provides for a minimum Master Site Plan size of 10 acres, and a minimum first phase site plan of 2.5 acres. Construction of offsite perimeter infrastructure would be determined at the time of Master Site Plan approval and would be appropriate for the size of development and roadway connections to existing public streets.

Section 603.D of the Zoning Ordinance requires that property zoned PAD begin construction within three years of rezoning to PAD, unless granted an extension of PAD zoning by City Council. A

maximum of four one-year extensions may be approved. Two one-year extensions have been previously granted, this request is for a third extension. The property was rezoned to PAD over five years ago. To date, no PreApplication or application for Site Plan has been requested for the property.

Additional Conditions of Approval

If City Council is inclined to approve this request, staff is recommending four additional conditions of approval to be in effect with the previously approved conditions. The additional conditions of approval are as follows:

1. Purchase of right-of-way exceeding 65 feet on Van Buren Street - 65 feet of half-street right-of-way for Van Buren Street is what is typically required for an arterial roadway in the Transportation Plan. The City needed 20 additional feet of right-of-way for the Van Buren Drainage/Recreation Corridor running from east of the City to the Agua Fria River. An additional 15 feet of right-of-way is needed for the roadway due to the City of Tolleson approving development on the south side of Van Buren Street across from this property without sufficient right-of-way dedication for a full-street arterial right-of-way of 130 feet. It is estimated that an additional 15 feet is needed, for a total of 80 feet, to make up for the lack of right-of-way from the south side of Van Buren Street. Future revision of the Transportation Plan and the Van Buren Corridor Study could impact these right-of-way amounts.
2. Alignment of 103rd Avenue – For safety reasons, the future alignment of 103rd Avenue on the subject property will have to be shifted east approaching the intersections with Roosevelt Street and Van Buren Street in order to align with the existing street alignments north of Roosevelt Street and south of Van Buren Street in Tolleson. The alignment approaching Van Buren Street was shown in the original PAD Exhibit D, but not further discussed. The alignment with the Automall's 103rd Avenue was not shown in the PAD. This condition of approval makes explicit the expectations for the alignment of103rd Avenue to future developers and staff.
3. A 12" waterline is required in 103rd Avenue and Pierce Street –Staff recommends making explicit the requirements for development with a condition of approval to inform future developers and staff.
4. Reimburse the City for the 16" waterline installed in Van Buren Street – Condition # 4 of Ordinance 1294-308, the ordinance that rezoned Avondale Commerce Park to PAD, required this property to pay its portion of the 16" waterline to be constructed in Van Buren Street. The waterline has been constructed. The proposed condition of approval replaces condition # 4 by requiring payment with the first phase of development.

PAD Zoning Reversion

If the PAD zoning extension is not granted, the Section 603.D of the Zoning Code provides for the ability of City Council to revert the zoning to the previous zoning of Agriculture (AG). As a matter of standard procedure, staff has prepared an Ordinance to revert the zoning from PAD to AG should the City Council so desire. All required notifications to the applicant and property owners by Certified Letter have been done, per the Section 603.D of the Zoning Code.

All previous conditions of approval remain in effect if this extension is granted.

Conclusion:

Based on the information provided by the applicant and the analysis by staff, staff recommends approval of the requested one-year extension of PAD zoning with four additional conditions of approval that requires compliance with the Public Art Ordinance 1324-808.

FINDINGS:

The proposed request, with the recommended condition of approval, complies with the requirements of the General Plan, Freeway Corridor Specific Plan, the Zoning Ordinance, and the Commercial/Industrial/Multi-Family Design Manuals.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** application PL-13-0067 with four recommended condition of approval as follows:

1. The City shall purchase from the property owner Van Buren Street right-of-way that exceeds 65 feet of half-street, for the purposes of the Van Buren Drainage/Recreation Corridor and alignment of the arterial roadway.
2. 103rd Avenue shall align with the existing street north of Roosevelt Street, and with the existing street south of Van Buren Street. Where 103rd Avenue is abutted on both sides by the subject property, the full street width right-of-way shall be dedicated by the subject property.
3. A 12 inch waterline is required to be installed in 103rd Avenue and Pierce Street, per the General Engineering Manual.
4. The developer shall reimburse the City for its portion of the 16" waterline installed in Van Buren Street along the property frontage with the first phase of development and prior to the issuance of any permits related thereto.

PROPOSED MOTION:

I move that the City Council **APPROVE** application PL-13-0067, a request for a one-year extension of PAD zoning for Avondale Commerce Park to expire April 16, 2014, subject to four recommended conditions of approval.

If Council denies the extension request, the following motion should be used to revert the zoning of the property back to Agricultural (AG):

I move that the City Council **ADOPT** an Ordinance reverting the zoning of the Avondale Commerce Park PAD from Planned Area Development (PAD) to its previous zoning classification of Agricultural (AG).

ATTACHMENTS:

Click to download

- ☐ Exhibit A - Vicintiy General Plan Land Use Map
- ☐ Exhibit B - Vicinity Zoning Map
- ☐ Excibit C - Vicinity Aerial Photo 2013
- ☐ Exhibit D - Summary of Related Facts
- ☐ Exhibit E - Ordinance 1294-308 Rezoning ACP to PAD
- ☐ Exhibit F - ACP PAD Development Plan
- ☐ Exhibit G - City Council Minutes April 2, 2012
- ☐ Exhibit H - Applicant's Narrative Request
- ☐ Ordinance 1520-713

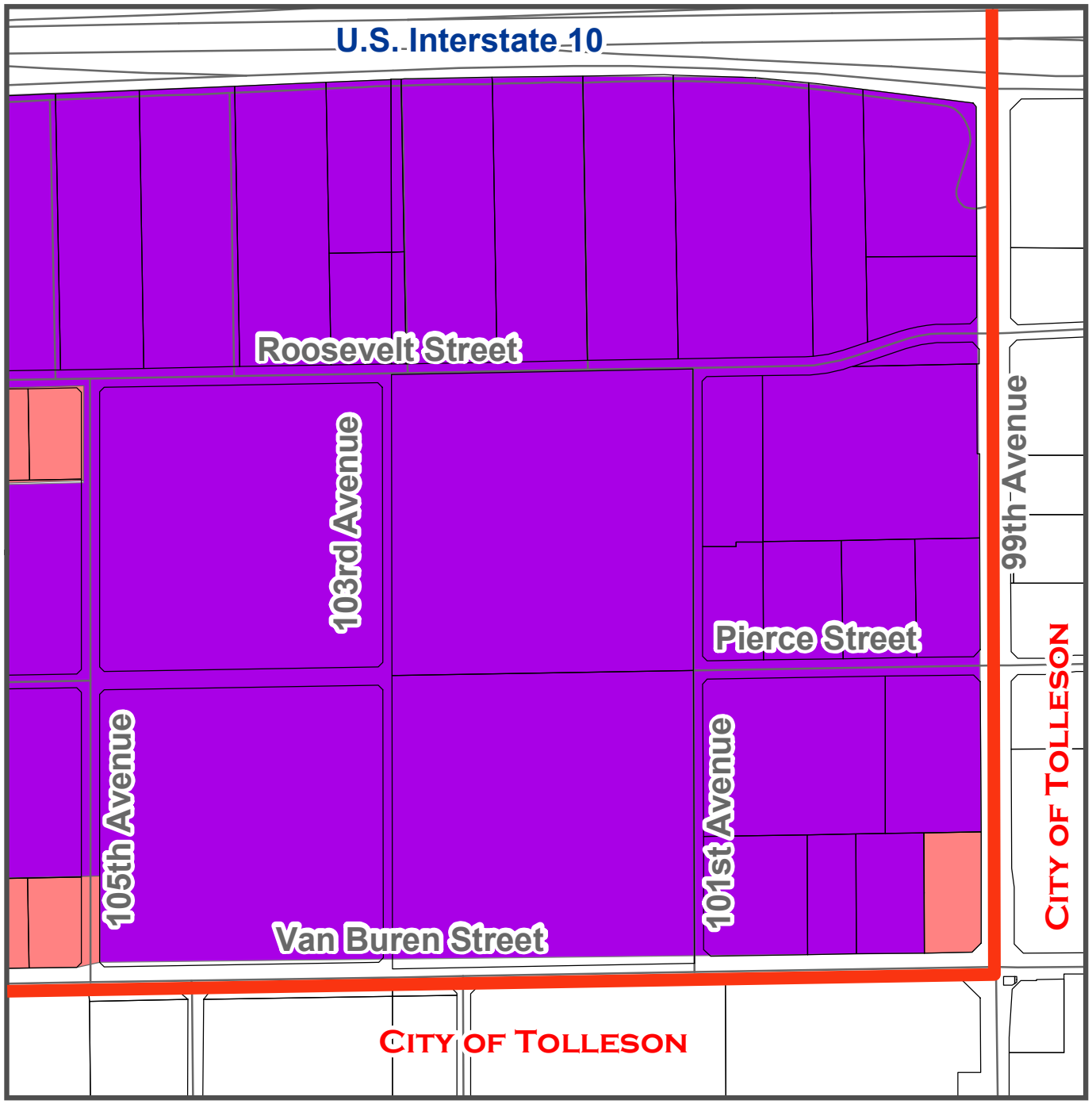
FULL SIZE COPIES (Council Only):

None

PROJECT MANAGER:

Eric Morgan, Planner II (623) 333-4017

Exhibit A



Avondale Commerce Park PAD Extension
PL-13-0067

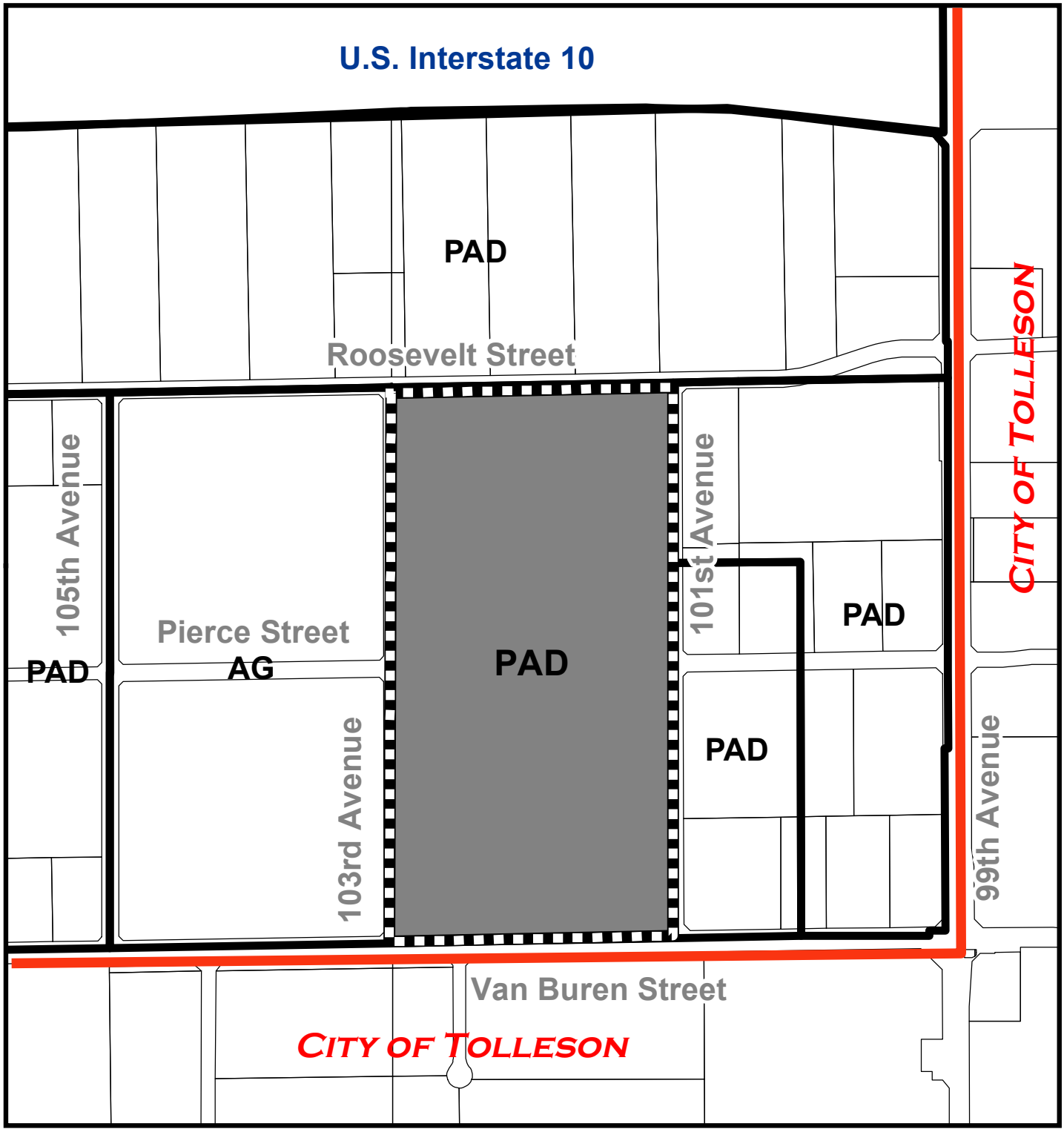
General Plan Land Use Map

Business Park

Local Commercial

Subject Property

Exhibit B



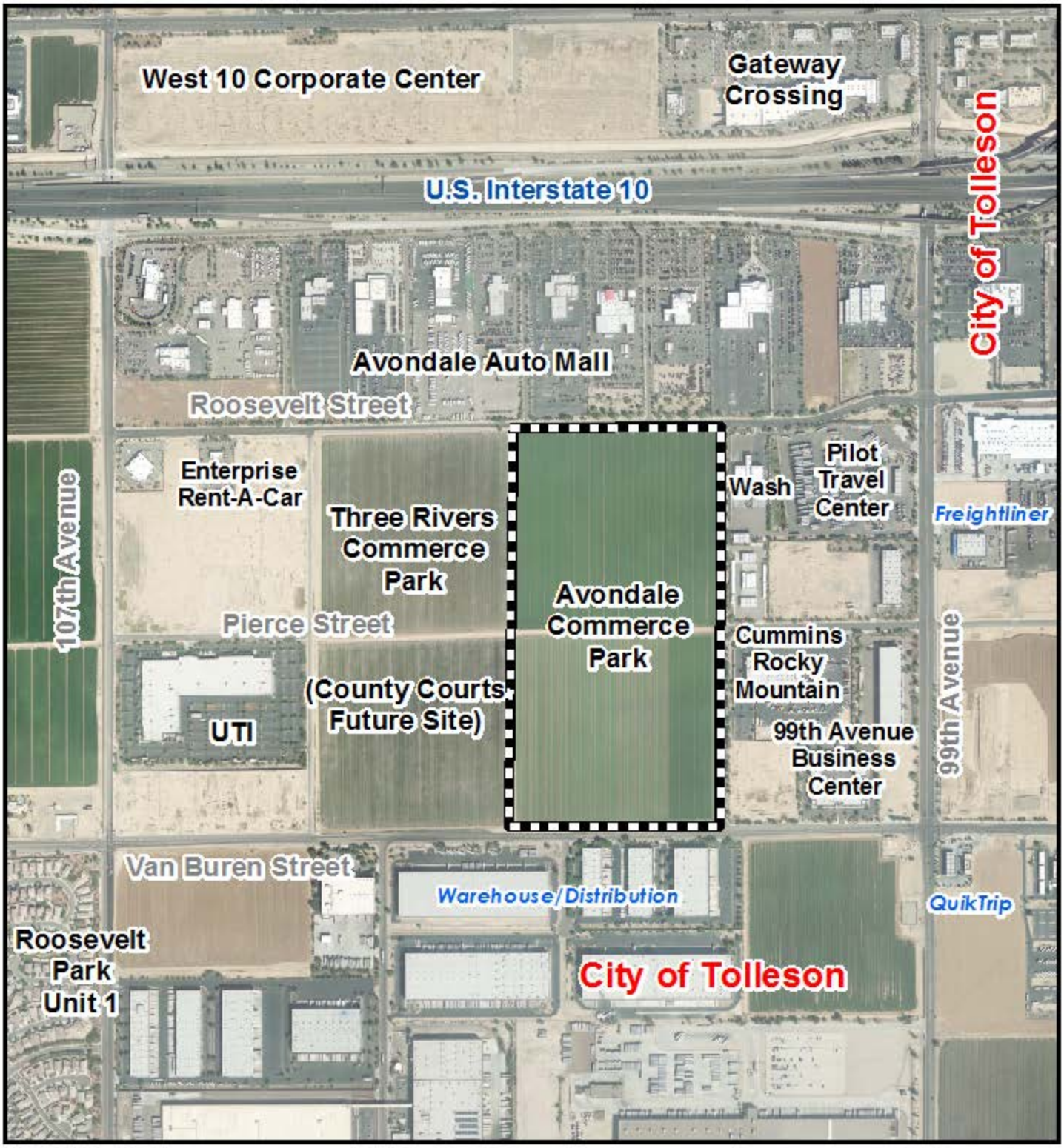
Zoning Vicinity Map
Avondale Commerce Park PAD Extension
PL-13-0067

Avondale

Subject Property

N

Exhibit C



Aerial Photograph 2013
Avondale Commerce Park PAD Extension
PL-13-0067

Avondale

Subject Property

N

Exhibit D

SUMMARY OF RELATED FACTS
APPLICATION PL-13-0067 AVONDALE COMMERCE PARK PAD EXTENSION

THE PROPERTY	
PARCEL SIZE	Approximately 80 acres
LOCATION	NEC 103rd Avenue & Van Buren Street
PHYSICAL CHARACTERISTICS	Rectangular and relatively flat
EXISTING LAND USE	Vacant & farming
EXISTING ZONING	Planned Area Development (PAD)
ZONING HISTORY	Annexed 3/17/1986, Rezoned to PAD 3/17/2008, PAD Zoning Extensions 5/16/2011 & 4/2/2012
DEVELOPMENT AGREEMENT	No.

SURROUNDING ZONING AND LAND USE	
NORTH	Planned Area Development (PAD) – Avondale Automall
EAST	Planned Area Development (PAD) – Interstate Commerce Center
SOUTH	City of Tolleson – warehouse/distribution
WEST	Planned Area Development (PAD) – Three Rivers (vacant/farming)
GENERAL PLAN	
The subject property is designated as **Business Park** on the General Plan Land Use Map.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Tolleson Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Tolleson Elementary School
HIGH SCHOOL	Tolleson Union High School

STREETS	
Roosevelt Street	
Classification	Major Collector
Existing half street ROW	0 feet
Standard half street ROW	50 feet
Existing half street improvements	None
Standard half street improvements	2 vehicular lanes, ½ median/turning lane, bike lane, curb and gutter, detached sidewalk, street lights

STREETS	
Van Buren Street	
Classification	Arterial
Existing half street ROW	38 feet
Required half street ROW	100 feet (includes additional 20 feet for regional drainage & recreation corridor)
Existing half street improvements	1 vehicular lanes, ½ median
Standard half street improvements	3 vehicular lanes, ½ landscaped median/turn lane, bike lane, curb and gutter, detached sidewalk, and street lights

STREETS	
101st Avenue	
Classification	Minor Collector
Existing half street ROW	None
Standard half street ROW	40 feet
Existing half street improvements	None
Standard half street improvements	1 vehicular lane, ½ median/turn lane, bike lane, curb and gutter, detached sidewalk, and street lights

STREETS	
103rd Avenue	
Classification	Major Collector
Existing half street ROW	None
Standard half street ROW	50 feet
Existing half street improvements	None
Standard half street improvements	2 vehicular lanes, ½ landscaped median/turn lane, bike lane, curb and gutter, detached sidewalk, and street lights

STREETS	
Pierce Street	
Classification	Minor Collector
Existing **full** street ROW	None
Standard **full** street ROW	80 feet
Existing **full** street improvements	None
Standard **full** street improvements	1 vehicular lane, ½ median/turn lane, bike lanes, curb and gutter, detached sidewalks, and street lights

UTILITIES
There is an existing 12” water line in Roosevelt Street and 101st Avenue transiting across the frontages of the property. There are existing 10” sewer line in Roosevelt Street, an existing 12” in 101st Avenue, and a 15” in Van Buren Street transitioning across the frontages of the property.

ORDINANCE NO. 1294-308

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 80 ACRES LOCATED AT THE NORTHEAST CORNER OF 103RD AVENUE AND VAN BUREN STREET AS SHOWN IN FILENAME Z-07-7, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, February 21, 2008, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission recommended approval; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on March 17, 2008.

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

SECTION 1. That ± 80 acres of real property, generally located at the northeast corner of 103rd Avenue and Van Buren Street, as shown in filename Z-07-7 (the "Property"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Agricultural (AG) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall be in substantial conformance with the development plan and narrative Planning Division date stamped February 8, 2008.

2. Right-of-way shall be dedicated to the City as required by the then-current version of the City's adopted transportation plan. For reference purposes only, as of the date of this Ordinance, the required right-of-way dedications are as follows:

   A. Van Buren Street - 65 feet half-street width
   B. Roosevelt Street - 50 feet half-street width
   C. 101st Avenue - 40 feet half-street width
   D. 103rd Avenue - 40 feet half-street width transitioning into 80 feet full-street width as determined by the ultimate street alignment
   E. Pierce Street - 80 feet full-street width

   Additional requirements for improvements, traffic signals and rights-of-way for deceleration lanes, turn lanes, transit stops, may be required during the site plan process depending upon the findings of the required traffic studies.

3. A contribution of 25% of the cost of a traffic signal at 103rd Avenue and Van Buren Street shall be required with approval of the Master Site Plan for the first phase. Additional traffic signals may be required depending upon the findings of traffic studies and analysis, as determined by the City Engineer.

4. A 16" waterline is planned to be constructed on Van Buren Street by the City as part of a capital improvement project. This development will be required to pay for the portion of the 16" waterline along its frontage with the first phase of development and prior to issuance of any permits related thereto.

5. As soon as possible following approval of this Ordinance by the City Council, the property owner shall dedicate a waterline easement along the entire frontage of Van Buren Street as required for installation of a 16" waterline, water quality station and meters. Said easement shall be located over the entire area of Van Buren Street the right-of-way set forth above.

6. All groundwater rights shall be dedicated to the City of Avondale in conformance with Arizona Statutes prior to issuance of the first Certificate of Occupancy.

7. Master Site Plans shall be a minimum of 10 acres. A minimum of twenty-five (25%) percent of each Master Site Plan shall be developed in the first phase.

8. Development shall conform to the Design Manuals as adopted by the City and maintained by the Development Services Department.

SECTION 2. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, March 17, 2008.

Marie Rogers Lopez, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

844016.1

EXHIBIT A
TO
ORDINANCE NO. 1294-308

[Map and Legal Description]

See following pages.

Exhibit A

All that portion of the Northeast quarter of the Northwest quarter of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northwest corner of Section 1, marked by a ½ inch rebar and cap RLS 34404;

thence along the North line of the Northwest quarter of the Northwest quarter, South 87 degrees 55 minutes 47 seconds East, a distance of 1309.61 feet to a brass cap in hand hole marking the Northwest corner of the Northeast quarter of the Northwest quarter;

thence leaving said North line, South 00 degrees 14 minutes 07 seconds West, a distance of 65.00 feet to a point on the Southerly right-of-way line of McDowell Road as conveyed in Book 2328 of Deed, page 135, said point being the TRUE POINT OF BEGINNING;

thence along the South right-of-way line of McDowell Road, South 88 degrees 58 minutes 51 seconds East, a distance of 697.99 feet;

thence leaving said right-of-way, South 02 degrees 50 minutes 49 seconds West, a distance of 931.23 feet;

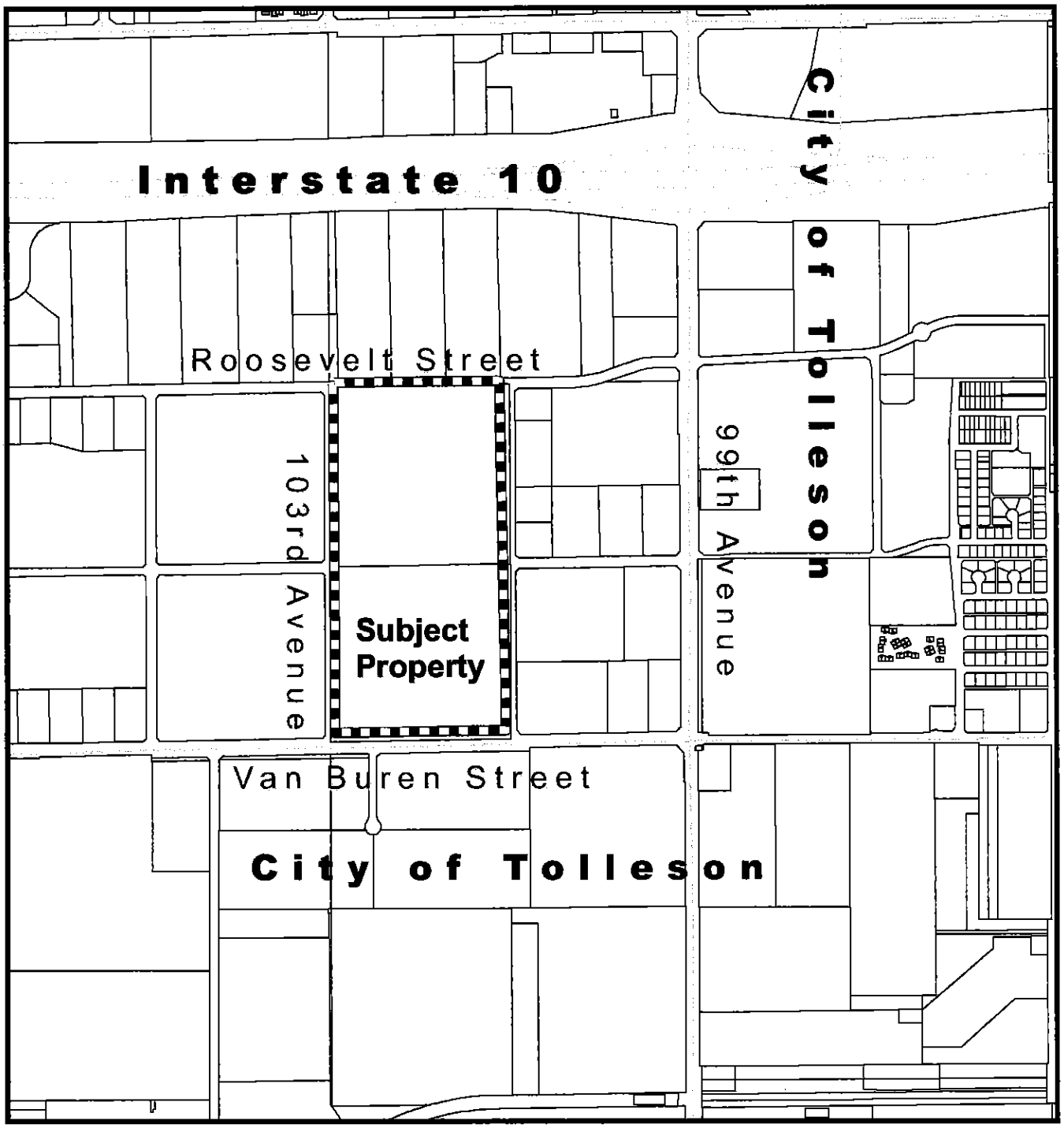
thence South 65 degrees 24 minutes 06 seconds West, a distance of 121.63 feet;

thence South 45 degrees 59 minutes 06 seconds West, a distance of 22.80 feet;

thence South 20 degrees 42 minutes 06 seconds West, a distance of 10.52 feet;

thence South 89 degrees 44 minutes 13 seconds West, a distance of 525.12 feet to a point on the West line of the Northeast quarter of the Northwest quarter;

thence along said West line, North 00 degrees 14 minutes 07 seconds East, a distance of 1021.22 feet to the TRUE POINT OF BEGINNING



Z-07-7
Avondale Commerce Park

Avondale

Subject Property

Exhibit F

A NARRATIVE REPORT FOR

Avondale Commerce Park
General Development Plan and Program

80-acres
Located at the
Northwest corner of 101st Avenue and Van Buren Street

Developer
George Bell/Dr. Steve Weiss
Land Research & Development Inc/Sovereign
Group of Companies Inc.,
16611 North 91st Street
Suite 105
Scottsdale, Arizona 85260
Phone: (480) 538-5474/(480) 603-1099
Fax: (480) 538 5475/(480) 538-5475

Applicant
Michael J. Curley
Earl, Curley & Lagarde, P.C.
3101 N. Central Avenue
Suite 1000
Phoenix, Arizona 85012
Phone: (602) 265-0094
Fax: (602) 265-2195

Prepared for the
City of Avondale

CITY COUNCIL
☐ Approved
☐ Denied
☑ Approved with Conditions
3-17-2008
Date

Prepared by:
EARL, CURLEY & LAGARDE, P.C.
ATTORNEYS AT LAW

Preparation date:
Revised January 31, 2008
January 9, 2008
October 8, 2007
June 25, 2007
August 18, 2006

CITY OF AVONDALE
FEB 8 2008
DEVELOPMENT SERVICES
Z-07-7

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General Development Plan Narrative

Introduction

The Planned Area Development ("PAD") is an approximately 80-acre parcel that proposes a mixture of employment uses to create a commerce park development. The property is a rectangular shaped parcel located at the northwest corner of 101st Avenue and Van Buren Street (see Aerial Map, Exhibit A). The formal request to the City of Avondale is to rezone the site from Agriculture (AG) to PAD. In accordance with Section 6 of the Zoning Ordinance regarding the PAD Districts, this is a General Development Plan and Program (GDPP). The GDPP identifies the general development theme for the site including: allowed uses, development standards, design criteria, street cross sections, landscape theme, screen wall theme, and entry monument signage.

The site enjoys excellent regional access due to its geographic location to two freeways, Interstate-10 (I-10) and the Agua Fria Freeway (Loop 101). The site is approximately 900-feet south of the I-10 Freeway that connects Phoenix to Los Angeles. There are two I-10 freeway interchanges within one mile of the site. A full I-10 Freeway interchange is at 99th Avenue, and a half diamond interchange at 107th Avenue. The Loop 101 is approximately one and one-quarter miles east of the site and has a full stack interchange with I-10. The Loop 101 connects I-10 to Interstate-17 by passing through the northern suburbs of Glendale and Phoenix. The proximity of both I-10 and the Loop 101 greatly expands the site's employment shed and market area in terms of available labor supply, access to major markets, and business linkages.

Consistency with the General Plan

The General Plan land use map identifies the entire site to be developed as Employment for Business Park and Industrial Uses (see General Plan Land Use Map, Exhibit B). The General Plan places great importance on the I-10 Freeway Corridor for employment, industrial and retail uses. The Plan indicates that the corridor along the I-10 Freeway is to be developed with more intense uses. The corridor is intended to allow flexibility by allowing different types of employment uses. Employment uses are defined as general-office; enclosed industrial along with retail and commercial uses that support the employment uses.

The Economic Development Element of the General Plan iterates that residents desire a community that offers employment opportunities. The City targeted a 0.5 jobs-to-population ratio to be achieved during the implementation of the General Plan. The proposed PAD rezoning on the subject property within the I-10 Freeway corridor will ultimately yield approximately 3,500 office, light manufacturing and service related jobs (80 acres x 43,560 sq. ft. x 0.40 lot coverage x 2.50 employees ÷ 1,000 sq. ft. per employee = 3,485). This PAD will help achieve the desired 0.5 jobs-to-population ratio identified in the General Plan, and will provide the intense employment development desired along the I-10 Freeway corridor. The proposed PAD is consistent with the adopted General Plan Land Use Map, and will compliment the adjacent

existing land uses including the Automall, UTI, Coyote Honda, Cummins and Warehouse/Distribution facilities.

Surrounding Land Uses and Zoning

The site fronts along Van Buren Street on the south and Roosevelt Street on the north, between the 103rd Avenue alignment and existing 101st Avenue. The site is located across Van Buren Street from the Tolleson city limits. The site is located in the middle of a rapidly developing employment / commercial area within the Cities of Avondale and Tolleson. The surrounding properties have the following land uses and zoning (see Existing Zoning, Exhibit C):

North: Developing Automall with 14 dealerships. The Automall has full perimeter improvements. The automall is zoned PAD in Avondale.

East: Light industrial, commercial and vacant land zoned PAD in Avondale.

South: Warehousing/distribution employment uses zoned I-1 (Light Industrial) in Tolleson.

West: The Three Rivers Commerce Park PAD which is currently vacant on the adjacent 80-acre parcel (see Context Plan, Exhibit C).

PAD Plan

The 80-acre PAD Plan includes four Parcels. Parcel A consist of 40-acres. Parcels B, C and D are approximately 40 acres in area. The Parcels can accommodate large to medium single-tenant or multi-tenant buildings (see Conceptual PAD Plan, Exhibit D). The Parcels have street frontage on all sides. All perimeter landscaping, entrances, and screen walls will follow a common design theme to create an integrated project.

The PAD Plan shows major streets and perimeter landscape improvements, but the exact building locations, architecture, parking fields, internal street circulation and other defining details are not shown because the final users of the PAD site are not yet known.

Each Master Site Plan shall be reviewed by the Planning Commission and approved by the City Council. Each Final Site Plan within an approved Master Site Plan shall be reviewed and approved administratively by staff. The Master Site Plan shall include: right-of-way improvements, proposed driveway locations, internal circulation, general building footprints and parking, building elevations and building materials that establishes the architectural theme, master signage plan, site lighting and architectural lighting plan, preliminary water, sewer and drainage analysis, and a landscape plan for perimeter and internal landscaping areas for the entire phase. Master Site Plan submittal requirements shall be governed by the Site Plan application kept by the City of Avondale in effect at the time of application.

The architectural theme may vary from parcel to parcel. However, design guidelines are provided in this narrative to set parameters for architecture, building materials and colors to ensure compatibility for the entire project.

A Master Site Plan for particular phases or a major amendment to a Master Site Plan shall be reviewed by the Planning Commission and approved by the City Council. Major Amendment or modifications to the General Development Plan Program shall be in accordance with the Avondale Zoning Ordinance as amended. Minor amendments to a Master Site Plan shall be in accordance with the Avondale Zoning Ordinance as amended. All amendments deemed minor by the City shall be reviewed and approved by staff administratively upon finding that the amendment is in substantial conformance to the approved General Development Plan and Program.

Land Uses

The intent of this PAD zoning district is to accommodate the development of commerce/office park, support retail services for the project and area, warehousing and certain light industrial uses such as manufacturing, assembly and subassembly uses which operate in an enclosed, clean, quiet and safe manner to create a comprehensively planned and attractive development.

The proposed land uses for the PAD are listed below. The uses for the entire development are primarily derived from the permitted CP (Commerce Park) and A-1 (General Industrial) zoning districts with additional uses derived from the C-2 (General Commercial) zoning district permitted within Parcels C and D of the development. For areas outside of Parcel D and Parcel C not abutting Van Buren Street shall use the use list under "***Permitted Uses for the entire project***".

It is not the intent of this PAD to allow all types of C-2 (General Commercial) uses within Parcels C and D of the development. The intent is to address on a limited basis the needs of the surrounding area by providing goods and services generally described as convenience goods and services. The permitted uses within Parcel C and D are intended for smaller scale uses from restaurants, retail commercial, personal services, business services, and professional and administrative offices. Large retail such as big box or grocery stores are excluded.

Permitted Uses for the entire project

1) Offices for professional, administrative, clerical, financial, medical, sales or other business services with assembly, distribution of parts, supplies or products related to the office or business service.

2) Research Laboratories.

3) Medical, dental, scientific, research laboratories, including incidental product development.

4) Medical, dental offices, and clinics.

5) Pharmacy.

6) Commercial, trade, and business schools.

7) Restaurants within a multi-tenant building and not greater than 7,500 square feet in size.

8) Hotels and Motels with possible restaurant.

9) Wholesaling.

10) Manufacturing or assembly of finished products with distribution of parts, supplies or products related to the business so long as the primary use of the property does not include the basic processing and compounding of raw materials or food products.

11) Residential design center for new home construction and remodeling.

12) Plumbing, heating and air-conditioning, and appliance sales and service.

13) Retail commercial operations directly related to the primary use, provided it does not exceed 25 percent of the gross floor area of the primary use.

14) Incidental commercial custom cabinets, custom materials for homes or offices such as countertops/floors/ceilings/walls, custom windows or doors, custom or specialized electronics for home or office, and custom furniture for home or office.

15) Warehousing/distribution.

16) Hospital and emergency care center.

17) Cellular facilities ancillary to an allowed use screened from view from off-site.

Permitted Uses restricted to Parcels C and D (these uses are limited to Parcel D and Parcel C directly abutting Van Buren Street)

1) Bank and Financial Institutions including drive-thrus.

2) Gas Service station with Retail Gasoline Sales, Convenience Store, and Carwash.

3) Dry Cleaning and Laundry Establishment.

4) Employment Agencies excluding day labor centers.

5) Copy, Shipping Center.

6) General Retail with no single user to exceed 20,000 square feet in building size.

7) Restaurants without a drive-thru.

8) Dancing, Theatrical or Music Studio.

Uses Permitted Subject to a Conditional Use Permit for the entire project

1) Transmitting and Receiving Towers

2) Cellular Towers.

3) Daycare and nursery schools.

4) Comprehensive childcare facility.

5) Athletic clubs and health clubs.

6) Radio and television studios with receiving and transmitting facilities.

7) Churches, Synagogues, Places of Worship.

8) Indoor recreation including indoor baseball/batting cage, ice skating arena, bowling alleys, gymnasiums, gymnastic clubs, indoor swimming pools, and similar uses.

9) Automobile engine repair, body repair, upholstery, painting facilities and similar uses.

10) Mini-storage within enclosed building with no exterior storage.

11) Restaurants with drive-thru.

Prohibited Uses

1) Any use not specified herein shall be prohibited.

Circulation

The PAD Plan is designed to continue the perimeter and internal collector street system approved for the adjacent commerce park to the west. Existing public street access to the site exists from Van Buren Street, Roosevelt Street and 101st Avenue. Perimeter street improvements for each phase of the project include half-street improvements along Van Buren Street, Roosevelt Street, 101st Avenue, 103rd Avenue and full street improvements along Pierce Street. Where no street improvements presently exist, pavement will be required to be constructed 4' over the centerline. Pierce Street will continue from the commerce park to the west and allows future connection to 101st Avenue. The streets will provide easy local north-south and east-west access to the site and provide excellent access and marketing windows with high visibility to the planned employment users. The right-of-way for streets shall be dedicated through a final plat.

The need for other internal streets will be dependent on the location and layout of end users. Entry drive locations and pedestrian connections will also be identified during the site plan review process.

Landscape Plan

The landscaping will enhance the project and set the tone for a unified development. A Landscape Plan shall be submitted for review and approval in conjunction with each Phase's Final Development Plan.

At least 50% of all frontage landscaped areas shall be covered by living plant material characterized by horizontal growth which generally does not exceed 18 inches in height. The maintenance of the perimeter landscape areas will be the responsibility of the property owners as stated on the final plat.

The parking lot and screen walls for the project will undulate a minimum of three feet every 150 feet of wall length to create variety and depth along street frontages. The design, materials and colors of the screen walls will compliment the project architecture.

Each individual site's landscaping will reinforce the overall landscaping theme of the project. This will be accomplished through full landscaping of front and side yards including retention basins, foundation plantings and following the landscape palette provided in the PAD.

Development Standards

- The development standards from the Commerce Park (CP) Zoning District identified in the Zoning Ordinance shall apply to all Parcels except as modified by this PAD.

Property Development Standards

Parcel	Maximum Building Height *	Maximum Building Coverage	Minimum Front Yard Setback	Minimum Rear Yard Setback	Minimum Street Side Setbacks
A	56'/4-Stories	50%	25'	12'	25'
B	56'/4-Stories	50%	25'	12'	25'
C	56'/4-Stories	50%	25'	12'	25'
D	56'/4-Stories	50%	25'	12'	25'

- * Building Height – The Maximum Building Height for retail uses shall not exceed 35-feet or 2-stories. For all other uses, the Maximum Building Height shall not exceed 56-feet or 4-stories subject to meeting four of the following criteria:
    - The project supports the Boulevard streetscape concept and provides street and landscaping improvements which exceed the minimum requirements.
    - The project provides a mix of land uses which may, in addition to office, include retail, hotel, and entertainment uses.
    - The project exhibits extraordinary architectural design quality.
    - The project provides a daycare or preschool facility primarily for employees.
    - The project provides and incorporates public art into the site.
    - The project provides cultural amenities such as libraries, museums, art galleries either on or off-site.
    - The project is "pedestrian-friendly," providing for ease of pedestrian movement, unique pedestrian environments, or distinctive pedestrian gathering places.
    - The project goes to extraordinary efforts to mitigate the impact of parking on the visual environment by use of structured or underground garages or exceptional landscaping treatment.
    - The project provides unique transit stops within or adjacent to the site.

  An additional 2-stories or 28-feet, for a total maximum building height of 6-stories or 84-feet is allowed for all uses with the exception of retail provided the following additional criteria are met:
    1. The additional height is needed to further the City's strategic plan for economic development;
    2. Buildings will exhibit superior design features that are appropriate for a community landmark;
    3. The additional height will not result in incompatible land use relationships; and
    4. The additional height will not adversely affect the future development or ongoing vitality of the City Center Area along Avondale Boulevard.

- Landscaping in the PAD shall comply with the landscaping requirements identified in the Zoning Ordinance except as modified by this PAD. All development in the project shall comply with screening standards identified in the Zoning Ordinance except as modified by this PAD.

- The overall development shall provide enhanced landscaping in quality and quantity. The overall development shall provide shaded pedestrian oriented travelways and refuge areas, and shall provide enhanced development entryway.

- All development shall comply with the parking requirements, schedule and parking space standards identified in the Zoning Ordinance.

- Appropriate street dedications shall be dedicated at the time final plat approvals.

- Driveway entrances to lots along the frontage of Van Buren Street shall be shared with the adjacent lot when possible to limit the number of curb cuts along Van Buren Street. The lots with Van Buren Street frontage shall provide cross-access easements with adjacent lots. Lots throughout the project shall provide shared access with cross-access easements along all streets where feasible. The final locations of driveways and cross-access easements shall be determined in conjunction with Phase approvals.

- Exterior pole mounted lighting shall be consistent throughout the project area and comply with Zoning Ordinance requirements. The typical lighting will be established with the first Final Development Plan and be utilized throughout the project. The lighting shall be fully shielded, directed down, and have a maximum 1-foot candle at the property line.

- In the event where the text of the Zoning Ordinance and the PAD differ, the PAD shall prevail.

Design Criteria

The architectural theme shall be established for each phase through review and approval of the Final Development Plan. Building design, materials and colors approved in the Final Development Plan shall conform to the requirements provided herein by this PAD General Development Plan and by the Zoning Ordinance. The provisions of this section seek to create an attractive, high quality mixture of architectural styles with emphasis on a mixed-use office and commerce park appearance. The design of each building within the overall development will be compatible through the use of common materials and colors while creating a strong individual identity consistent with their individual use and purpose.

Architecture

Buildings within the PAD shall be consistent with the following architectural elements.

- For all buildings at least three of these elements shall repeat horizontally. Buildings with facades greater than 100 feet in length shall include several of the elements listed below, repeated at appropriate intervals, either horizontally or vertically:

    - Color change. Recognizable, but not strongly contrasting.

- Texture change.
- Material change.
- Architectural variety and interest through a change in plane such as offsets, reveals, archways or projecting ribs.
- Wall plane projections or recesses.

- Variations in rooflines or parapets shall be used to reduce the scale of the buildings. Roof size, shape, material, color and slope shall be coordinated with the scale and theme of the building.

- Service and exit doors shall be integrated into the architecture of the elevation. Service and exit doors and mechanical equipment shall be screened from public view through landscaping and/or other materials to form an opaque screen or a decorative screen wall which matches the building architecture and materials and color.

- Reduction of building mass shall be achieved by using at least four of the following techniques:

  - Variation in the rooflines and form.
  - Use of ground level arcades and covered areas.
  - Use of protected and recessed entries.
  - Use of vertical elements on or in front of expansive blank walls.
  - Use of pronounced wall plane offsets and projections.
  - Use of focal points and vertical accents.
  - Inclusion of windows on elevations facing streets and pedestrian areas.
  - Retaining a clear distinction between roof, body and base of a building.

- Roof lines, relative building heights, orientation of entrances and other major architectural elements of the buildings shall be designed within the context of the overall PAD. Building design shall complement the surrounding area, with contrast encouraged where appropriate or beneficial to the overall development.

- All buildings shall have clearly defined customer entrances incorporating elements such as:

  - Canopies or porticos.
  - Overhangs.
  - Recesses/projections.
  - Arcades.
  - Raised corniced parapets over the door.
  - Peaked roof forms.
  - Arches.
  - Entrance framed by outdoor pedestrian features or enhanced landscaping.
  - Architectural details such as tile work and moldings integrated into the building structure to frame the entryway.

- Service entries, site-mounted equipment, trash containers and other ancillary structures shall be screened from public view.

- All buildings shall be designed, constructed so that all four sides of a building shall receive consistent architectural treatment.

- Any accessory buildings, enclosures, carports, covered parking structures and equipment, whether attached or detached from the principal building shall be of similar compatible design and materials as the principal building.

- The design of service and loading areas shall be designed as an integral part of the building architecture.

- Any roof access ladders shall be located inside the building.

- All roof drainage shall be internal.

Building Materials

Buildings within the PAD shall be consistent with the following building materials.

- Primary building materials shall include: common clay brick; poured in place, tilt-up or pre-cast concrete provided that surfaces include scoring, texture or have a painted finish; textured concrete or panels; stucco or EIFS (exterior insulated finish systems) type systems provided that finishes must be smooth or sand finish; integrally colored painted or stained concrete block with smooth face and/or split-face block units; or other similar materials.

- All tilt or pre-cast concrete panels or smooth face block shall include methods for improving the design such as: additional color and texture, bays, windows, notched parapets, canopies, reveals, building wall undulation, corner windows, additional materials etc.

- Accent materials may include: granite, marble, natural stone, block, brick, ceramic tile, treated wood in conformance with the requirements of Prohibited Materials Section as listed under the Architectural Guidelines, or other similar materials.

- Roofs may be flat with parapet walls, sloped with concrete tile, standing metal seam, spanish or mission-type barrel roof tile, or equivalent architectural materials.

Color Palette

The following color palette is provided for the buildings within the project.

- A detailed color and materials palette will be reviewed and approved with each site plan.

- Colors and materials should be used to create visual harmony within the PAD. The approved colors are as follows:

- Primary building colors shall be desert hues and other "earth tones" muted shades of blues, greens and reds found in the natural desert, and colors appearing in natural stone.

- Accent colors on buildings shall complement the primary building colors and include combinations of desert hues, earth tones, muted shades of greens, reds and colors found in natural stone. Brighter colors such as orange, red, blue, green, yellow, purple and similar colors may be used as accents on buildings as approved in the site plan review process.

Prohibited Materials and Color Palette

The following materials are prohibited for the buildings within the project.

- Wood, except for limited amounts of trim.

- Corrugated metal and pre-engineered metal-sided buildings.

- Bright colors such as orange, red, blue, green, yellow, purple and similar colors, as a primary color on a building.

Signage

Signage for the PAD should be designed to enhance the identity of the overall development and the individual businesses within. A Master Sign Package shall be submitted for review and approval with the Final Development Plan for each Phase.

- Freestanding Monument Signs:

  - One (1) multi-tenant sign shall be permitted on each street frontage except as follows:
  - A. Two (2) signs shall be permitted on any street frontage with a length of eight hundred (800) feet or more. The minimum distance between signs on the same street shall be three-hundred thirty (330) feet.

  - The maximum height of the sign shall not exceed twelve (12) feet. Two (2) additional feet may be used for architectural embellishments exclusive of signage.

  - The maximum sign area shall be eighty (80) square feet.

  - The name and address of the office complex, business park, shopping center shall be included on the sign.

  - The number of tenants identified on each sign shall be limited to ten (10).

  - The monument signs shall be consistent with the architectural character of the project.

- Other freestanding development/project identification signs which only identify the name of the development/project shall be permitted and will be requested through the Master Sign Package approval. The maximum height of such signs will be six feet and maximum area of 24 square feet.

- Building Signage:
  - Signage shall be systematically located and styled to support the architectural design of the each site.
  - Single-tenant building signage:
    - One square foot of signage for each linear foot of street frontage up to a maximum 60 square feet of signage on each street frontage not to exceed an aggregate of 150 square feet of building signage shall be allowed.
    - Sign placement shall occur below the edge of the roof.
    - Lettering shall be reverse pan channel letters with solid consistent color that compliments the building color.
  - Multi-tenant building signage:
    - One square foot of signage for each linear foot of the suites street frontage with a maximum of 32 square feet of signage per suite shall be allowed.
    - Sign placement shall occur below the edge of the roof.
    - Signs will be mounted above each respective suite, placed consistently along the building face, and located to conform to the requirements of the Master Signage Program.
    - Lettering shall be either reverse pan channel letters or mounted on individual signage cabinets conforming to the requirements of the Master Signage Program.

Grading and Drainage

The PAD site slopes from northeast to southwest. On-site retention basins will be designed and constructed as part of the development of each user as approved during the site plan review process. Any catch basins, scuppers, and permanent/temporary basins need to take run off for perimeter ½ street are to be constructed at the same time as the perimeter roads.

Public Utilities and Services

The following identifies the providers of utilities and public services:

Sewer	City of Avondale
Water	City of Avondale
Electricity	Salt River Project (SRP)
Telephone	Local Provider
Cable TV	Local Provider
Gas	Local Provider
Refuse	City of Avondale or Private
Fire and Emergency	City of Avondale
Police	City of Avondale

Phasing

The PAD will be developed in phases as determined by market demand. Adjacent perimeter streets including streets and landscaping will be determined at the time of Master Site Plan. Approval of a Master Site Plan for each phase shall be required prior to Final Site plan approval. Staff shall approve Final Site Plans administratively provided that they conform to the approved PAD and approved Master Site Plan. Water and Sewer improvements shall be determined at the time of site plan approval.

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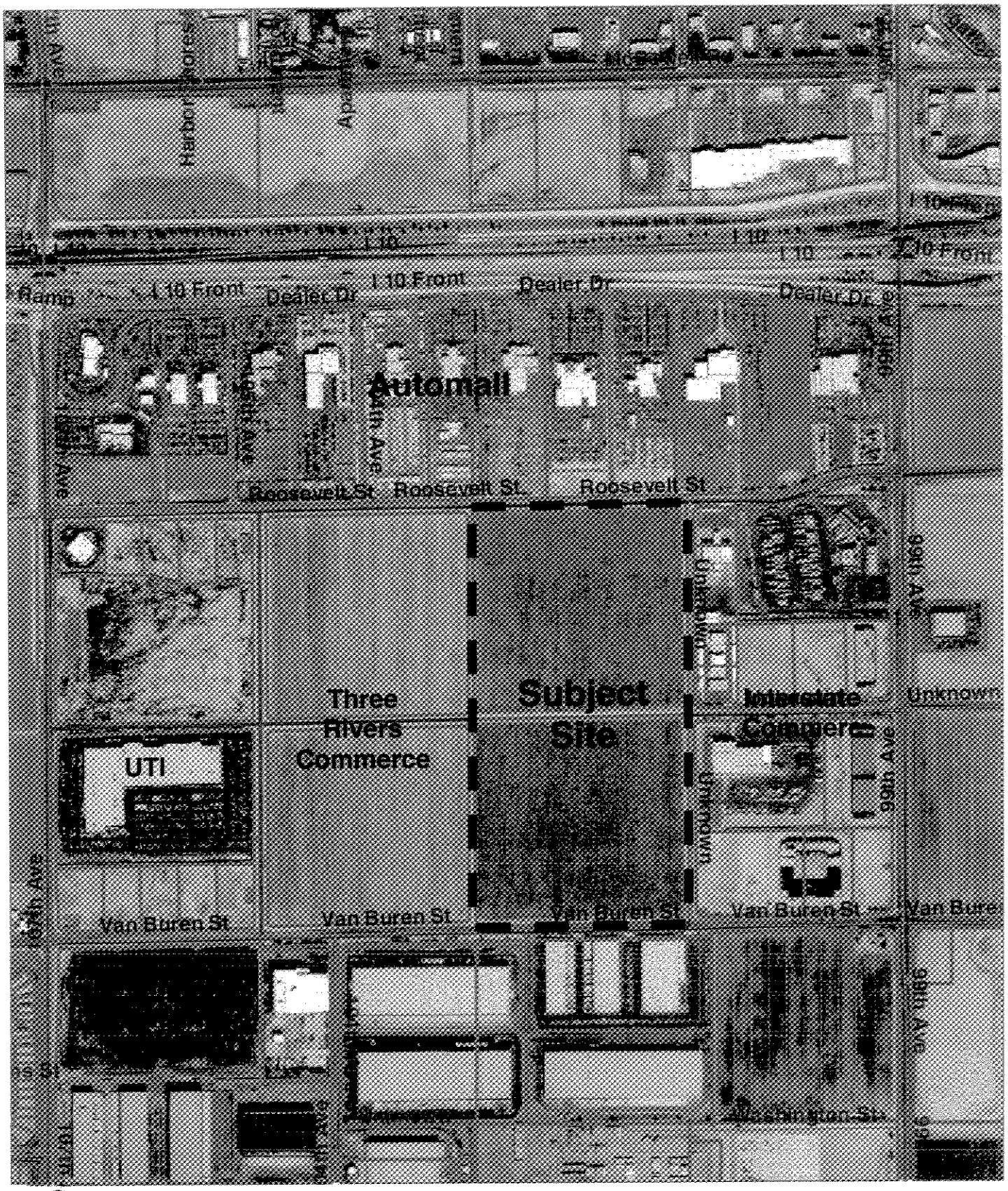


NORTH

Aerial Photo

NWC 101st Avenue and Van Buren Street

Exhibit A

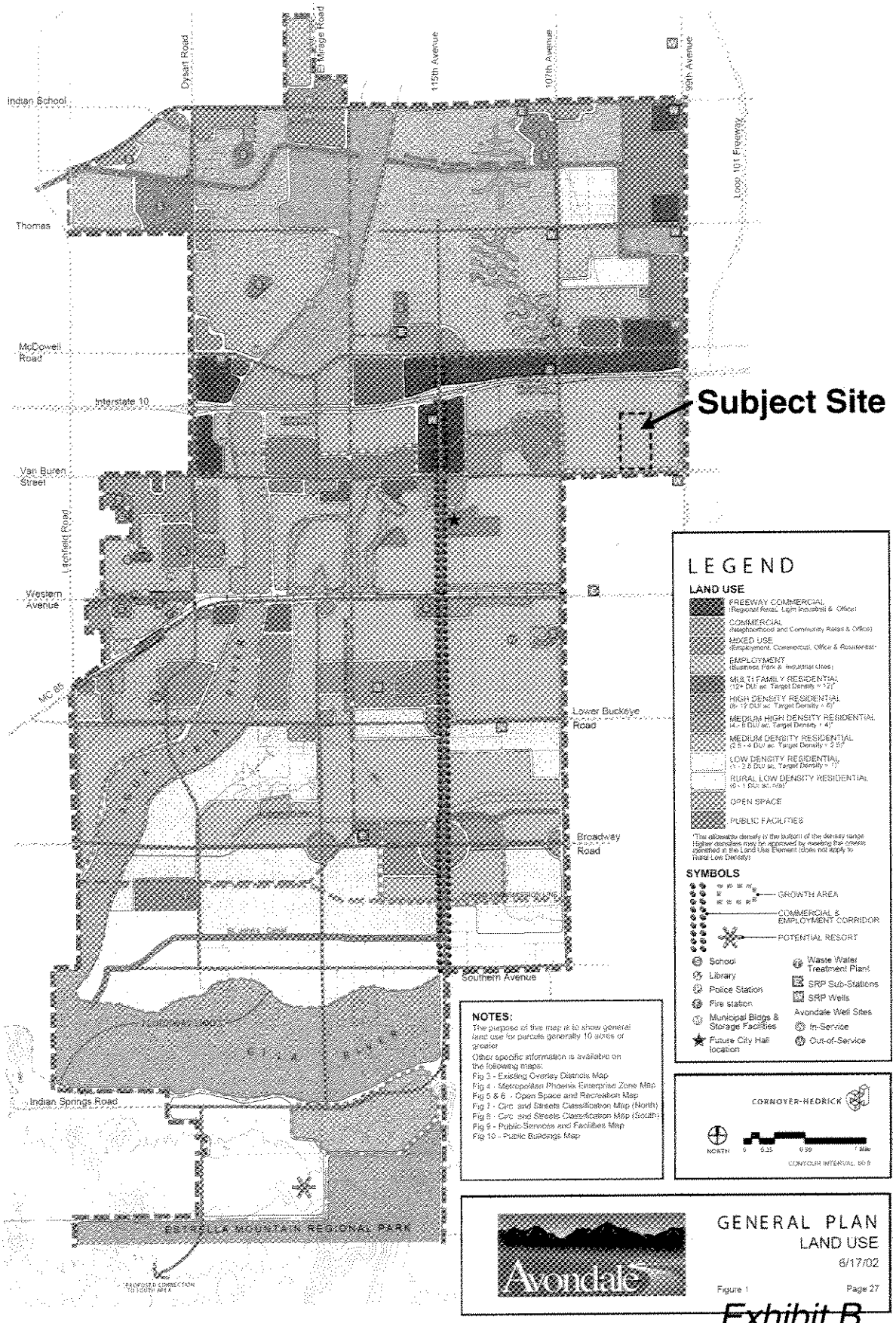
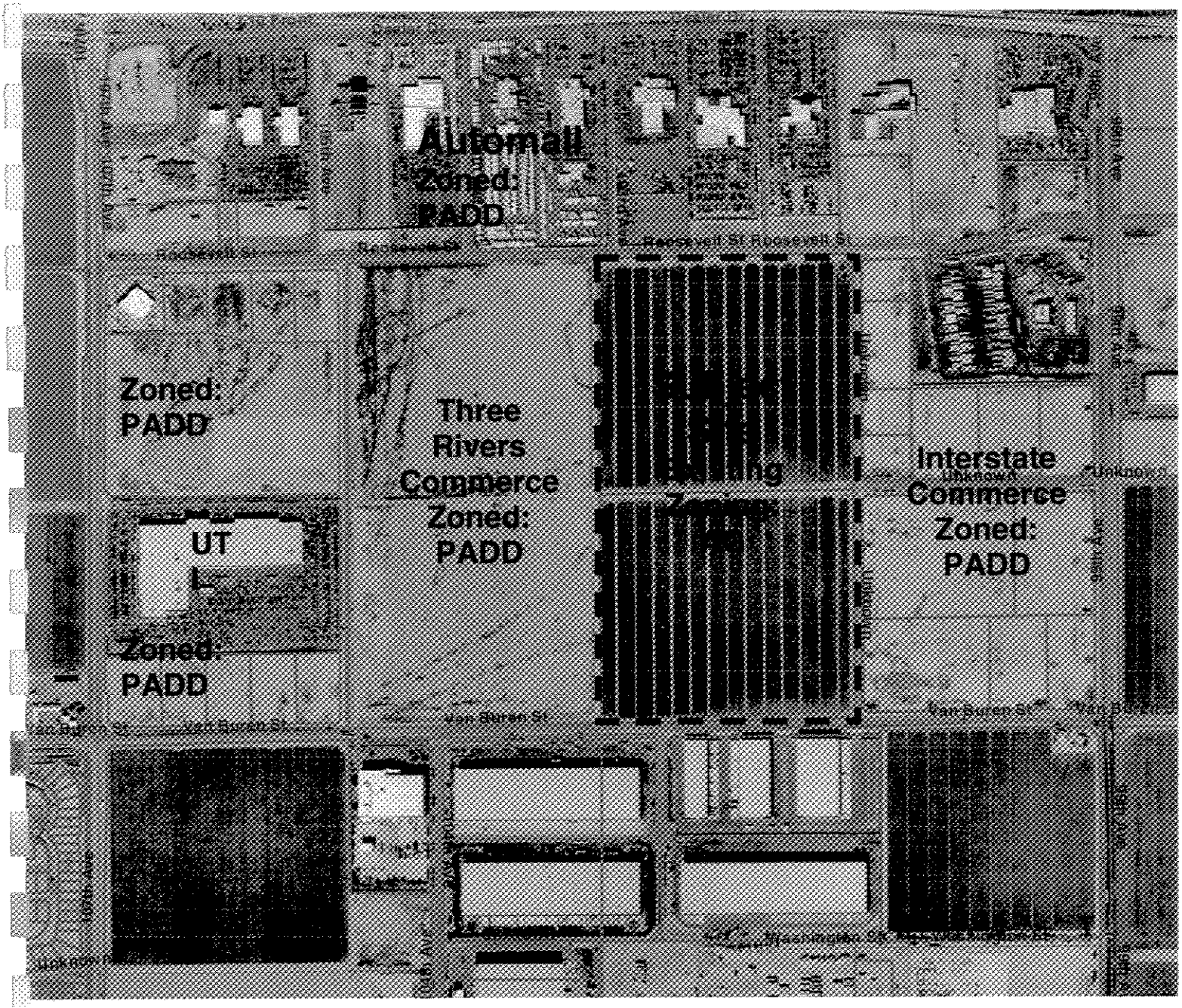

Indian School
Cyprus Road
Litchfield Road
Dysart Road
Thomas
McDowell Road
Interstate 10
Van Buren Street
Litchfield Road
Western Avenue
MC 85
Lower Buckeye Road
Broadway Road
Southern Avenue
Indian Springs Road
ESTRELLA MOUNTAIN REGIONAL PARK
Subject Site
LEGEND
LAND USE
FREEWAY COMMERCIAL
COMMERCIAL
MIXED USE
EMPLOYMENT
HIGH DENSITY RESIDENTIAL
MEDIUM HIGH DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
LOW DENSITY RESIDENTIAL
RURAL LOW DENSITY RESIDENTIAL
OPEN SPACE
PUBLIC FACILITIES
SYMBOLS
GROWTH AREA
COMMERCIAL & EMPLOYMENT CORRIDOR
POTENTIAL RESORT
School
Library
Police Station
Fire station
Municipal Bldgs & Storage Facilities
Future City Hall location
Waste Water Treatment Plant
SRP Sub-Stations
SRP Wells
Avondale Well Sites
In-Service
Out-of-Service
NOTES:
The purpose of this map is to show general land use for parcels generally 10 acres or greater.
Other specific information is available on the following maps:
Fig 3 - Existing Overlay Districts Map
Fig 4 - Metropolitan Phoenix Enterprise Zone Map
Fig 5 & 6 - Open Space and Recreation Map
Fig 7 - Circ. and Streets Classification Map (North)
Fig 8 - Circ. and Streets Classification Map (South)
Fig 9 - Public Services and Facilities Map
Fig 10 - Public Buildings Map
CORNOYER-HEDRICK
NORTH
Avondale
GENERAL PLAN
LAND USE
6/17/02
Figure 1
Page 27

Exhibit B



NORTH

Existing Zoning

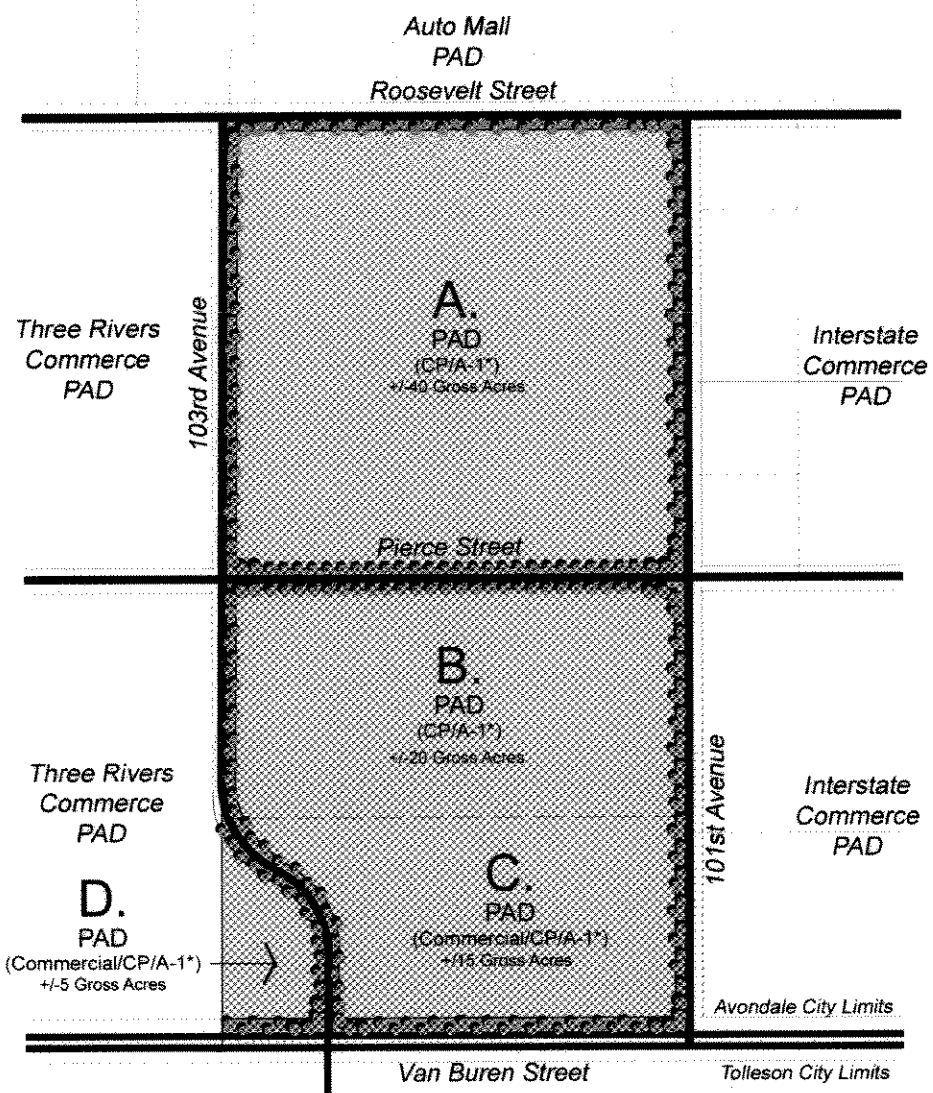
NWC 101st Avenue and Van Buren Street

Exhibit C

Proposed PAD for:

Avondale Commerce Park

Avondale, Arizona



Conceptual Plan Data:

Parcel:	Land Use District:	Parcel Size:
A.	(CP/A-1*)	40 Gross Acres
B.	(CP/A-1*)	20 Gross Acres
C.	(C-2/CP/A-1*)	15 Gross Acres
D.	(C-2/CP/A-1*)	5 Gross Acres
Total:		80 Gross Acres

Owner:
101st Avenue & Van Buren, L.L.C.
101st Avenue & Roosevelt, L.L.C.
1651 N. 51st Street, Suite 105
Scottsdale, AZ 85250
phone: 480-443-3992

Applicant/Zoning Representative
Earl, Curley & Lagarde, P.C.
3101 N. Central Avenue, Suite 1000
Phoenix, AZ 85012
Phone: 602-265-0094

Prepared By
Drifting Sands Design, Inc.
P.O. Box 24261
Tempe, AZ 85285
phone: 480-927-6206

Notes:
1.* See Land Use Section of this Document for Specific Land Uses.
2. All Calculations are Approximate.
3. Gross Acres includes Existing Van Buren St. 33' R.O.W.
4. 103rd Avenue Alignment shown is Conceptual and Subject to Modification/Relocation.
5. Permitted uses for Parcel C are limited to buildings that are directly adjacent to Van Buren Street.
6. For Areas outside of Parcel D and Parcel C not abutting Van Buren Street shall use the Use List under "Permitted Uses for the Entire Project".

Not to Scale
Date: February 7, 2008

North

Vicinity Map:

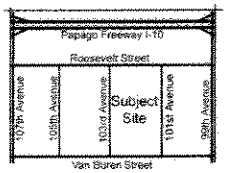


Exhibit D

Minutes of the Regular Meeting held April 2, 2012 at 7:00 p.m. in the Council Chambers.

MEMBERS PRESENT

Mayor Lopez Rogers and Council Members

Stephanie Karlin, Vice Mayor
Jim Buster
Jim McDonald
Frank Scott
Charles Vierhout
Ken Weise

ALSO PRESENT

Charlie McClendon, City Manager
David Fitzhugh, Assistant City Manager
Rogene Hill, Assistant City Manager
Eric Morgan, Planner II
Stacy Bridge-Denzak, Development Services
Andrew McGuire, City Attorney
Carmen Martinez, City Clerk

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

Carmen Martinez, City Clerk, read a statement of participation regarding public appearances.

2 CITY MANAGER'S REPORT

a. NEW EMPLOYEE INTRODUCTION - JANICE SIMPSON, GRANTS ADMINISTRATOR

Assistant City Manager Rogene Hill introduced Janice Simpson, the City's new Grants Administrator and reviewed Ms. Simpson's qualifications. Mayor Rogers welcomed Ms. Simpson to Avondale.

3 UNSCHEDULED PUBLIC APPEARANCES

There were no requests to speak.

4 CONSENT AGENDA

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

a. APPROVAL OF MINUTES

1. Work Session of March 19, 2012
2. Regular Meeting of March 19, 2012

b. SPECIAL EVENT LIQUOR LICENSES - RACEWAY ELKS - INAUGURATION BALL CHARITABLE FUNDRAISER

A special event liquor license application from Mr. William Veith on behalf of the Raceway Elks #2852 for their Inauguration Officers Ball Fundraiser to be held on Saturday, April 14 from 5 to 11 pm at the Masonic Temple located at 1015 North 8th Street in Avondale.

c. **AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - STANLEY CONVERGENT SECURITY SOLUTIONS, INC.**
A request to approve an amendment to the professional services agreement with Stanley Convergent Security Solutions, Inc. for security access control and monitoring system services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

d. **FIRST AMENDMENT TO SOFTWARE PURCHASE AND MAINTENANCE AGREEMENT - EXPRESS DIGITAL SOLUTIONS, LLC**
A request to approve the first amendment to the Software Purchase and Maintenance Agreement with Express Digital Solutions, LLC for scanning software licenses and maintenance and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

e. **PROFESSIONAL SERVICES AGREEMENT - W. W. WILLIAMS**
A request to approve a Professional Services Agreement with W. W. Williams Southwest, Inc. for fire apparatus maintenance in an initial amount of $150,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

f. **CONSTRUCTION CONTRACT AWARD - TALIS CONSTRUCTION FOR WESTERN AVENUE DRAINAGE AND WATERLINE IMPROVEMENTS**
A request to award a construction contract to Talis Construction to provide construction services for the Western Avenue Drainage and Waterline Improvements project in the amount of $740,354.75, authorize the transfer of $282,354.75 from CIP Street Fund Line Item 304-1273-00-8420 to CIP Street Fund Line Item 304-1293-00-8420 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

g. **RESOLUTION 3037-412 - INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT FOR SRO PROGRAM**
A resolution authorizing an Intergovernmental Agreement with the Tolleson Union High School District to share the cost of providing School Resource Officers during the 2011/2012 school year at Westview High School and La Joya High School for a total cost to the City of $85,335 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

h. **ORDINANCE 1490-412 - ACQUISITION OF RIGHT-OF-WAY AND WETLAND ACCESS PARCELS**
An ordinance authorizing the acquisition by condemnation of property north of McDowell Road west of 107th Avenue for right-of-way, easements and wetlands access and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents.

i. **ORDINANCE 1491-412 - ACCEPTANCE OF CONVEYANCE OF WETLANDS ACCESS PARCELS**
An ordinance accepting the conveyance of property south of Thomas Road east of Crystal Gardens Parkway for easements and wetlands access and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

Council Member Scott expressed appreciation to Chief Adams and Chief Ellsworth for making ensuring that the equipment is kept in top shape.

Vice Mayor Karlin moved to approve the consent agenda as presented including Resolution 3037-412 and Ordinances 1490-412 and 1491-412. Council Member Vierhout seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member Vierhout	Aye
Council Member Scott	Aye
Council Member Weise	Aye
Mayor Lopez Rogers	Aye
Vice Mayor Karlin	Aye
Council Member McDonald	Aye
Council Member Buster	Aye

Motion carried unanimously.

5 PUBLIC HEARING – ZONING EXTENSION FOR AVONDALE COMMERCE PARK PAD, ALTERNATIVELY ORDINANCE 1492-412 - ZONING REVERSION

A public hearing and a request by Mr. Michael J. Curley of Earl, Curley, and Lagarde, P.C., for a one-year extension of Planned Area Development zoning for Avondale Commerce Park, located on approximately 80 acres of land at the northeast corner of 103rd Avenue and Van Buren Street. Alternatively, the Council will consider an ordinance reverting the zoning of the property back to Agricultural.

Eric Morgan, Planner II, reviewed the particulars of this item as more specifically described in the Council report. Mr. Morgan indicated staff is recommending approval of the application subject to one condition:

1. The property shall be subject to the Public Art Ordinance 1324-808

Council Member Buster asked what is Mr. Earl's predictions for market conditions in the next few years. Mr. Earl replied on behalf of the applicant indicating this project is located on a strategic location and are very positive about the outlook for the coming year.

Mayor Rogers opened the public hearing. There being no requests to speak Mayor Rogers closed the public hearing.

Vice Mayor Karlin moved to approve application PL-12-0043, a request for a one-year extension of PAD zoning for Avondale Commerce Park to expire April 16, 2013, subject to one recommended condition of approval. Council Member Vierhout seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member Vierhout	Aye
Council Member Scott	Aye

Council Member Weise	Aye
Mayor Lopez Rogers	Aye
Vice Mayor Karlin	Aye
Council Member McDonald	Aye
Council Member Buster	Aye

Motion carried unanimously.

6 PUBLIC HEARING AND ORDINANCE 1493-412 – ZONING REVERSION FOR FLEMING FARMS COMMERCIAL FROM PAD TO AG FOR AN EXPIRED PAD

A public hearing and a request by the City of Avondale Zoning Administrator to revert the Planned Area Development zoning of the approximately 19.44 acre commercial portion of Fleming Farms, which expired September 5, 2011, to its previous zoning classification of Agricultural.

Eric Morgan, Planner II, reviewed the particulars of this item as more specifically described in the Council report. He explained the request for reversion is only for the commercial portion of the project as the residential portion has been vested as it was platted prior to the downturn in the market conditions. Staff's efforts to contact the applicant have not been successful.

Mr. Morgan indicated staff is recommending adoption of the ordinance reverting the zoning of the commercial portion of the Fleming Farms Planned Area Development to its previous zoning classification of Agricultural (AG).

Mayor Rogers opened the public hearing. There being no requests to speak Mayor Rogers closed the public hearing.

Vice Mayor Karlin moved to adopt Ordinance 1493-412 approving application PL-11-0199 reverting the zoning of Fleming Farms Commercial from Planned Area Development to its previous zoning classification of Agricultural. Council Member Vierhout seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member Vierhout	Aye
Council Member Scott	Aye
Council Member Weise	Aye
Mayor Lopez Rogers	Aye
Vice Mayor Karlin	Aye
Council Member McDonald	Aye
Council Member Buster	Aye

Motion carried unanimously.

7 PUBLIC HEARING AND RESOLUTION 3036-412 - GENERAL PLAN 2030 (GP-09-1)
A public hearing and a Resolution 3036-412, adopting the City of Avondale General Plan 2030 and referring the same to the qualified electors for ratification.

Stacy Bridge-Denzak reviewed some of the highlights of this item. She reviewed the public participation that has been followed.

Mayor Rogers commented and complimented staff for their work in this project and their participation in

Vice Mayor Karlin indicated she was impressed by the public outreach and inclusion from representatives of different segments of the community. She added she appreciates inclusion of "quality of life" theme as it helps in the branding for the city and encourages investment in the community.

In response to a question from Council Member Vierhout, Ms Bridge-Denzak explained the process for each a minor and a major general plan amendment. City Attorney added that a major general plan amendment can only be considered by the Council once a year. Council Member Vierhout commented that there are portions of the plan which appear to be incomplete such as a community college without student housing or roads that dead end. In response to a subsequent question from Council Member Vierhout, City Manager Charlie McClendon indicated that the cost of the application to amend the general plan is based on the size of the proposed amendment, and added he would provide Council Member Vierhout with a fee schedule.

Council Member McDonald commented that the General Plan incorporates everything that has been done in the last few years and is a balance that should help the Council plan for the future.

Ms. Heidi Short representing the Lakin family. Appreciates staff's time but does not agree with the current draft, specifically as it applies to the Lakin property. She indicated she looks forward to continue to work with Council and staff to create a development that the City and the Lakin family can be proud of.

Council Member Buster asked Ms. Short regarding her projections for development. Ms Short responded that an educated guess would be about five years out. Council Member Buster indicated that the Lakin property is very important for the City's future.

Ed Bull spoke on behalf of the owners of the corner of 99th avenue and Indian School Road indicated he is happy with the draft of the General Plan.

Dean Brennan indicated he represents the Arizona Chapter of American Planners Association and the Livable Communities Coalition. From the standpoint of the AZ APA, he congratulated staff for their work in preparing the plan. He commented staff did an excellent job in outreach and public participation which showed a high level of commitment on behalf of the staff. He indicated the vision statement represents what staff heard from the community. The healthy lifestyle initiative was part of the plan before the Livable Communities Coalition got involved. He indicated this is an important component for both

current and future residents and looks forward to Avondale being called the healthiest city in Arizona.

Mayor Rogers closed the public hearing. She commented that the Lakin family has been a wonderful neighbor and an important part of Avondale for many years and staff will continue to work with them. She agreed with speakers and commended staff once again for their work on this.

Mayor Rogers opened the public hearing.

Vice Mayor Karlin moved to adopt Resolution 3036-412 approving the General Plan 2030, a comprehensive update of Avondale's 2002 General Plan and referring it to the qualified electors for ratification. Council Member Weise seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member Vierhout	Abstain
Council Member Scott	Aye
Council Member Weise	Aye
Mayor Lopez Rogers	Aye
Vice Mayor Karlin	Aye
Council Member McDonald	Aye
Council Member Buster	Aye

Motion carried 6-0.

8 EXECUTIVE SESSION

An executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(1) for discussion regarding the City Manager's annual evaluation.

Vice Mayor Karlin moved to adjourn into executive session; Council Member Weise seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member Vierhout	Aye
Council Member Scott	Aye
Council Member Weise	Aye
Mayor Lopez Rogers	Aye
Vice Mayor Karlin	Aye
Council Member McDonald	Aye
Council Member Buster	Aye

Motion carried unanimously.

9 ADJOURNMENT

There being no further business before the Council, Council Member Buster moved to adjourn the meeting; Council Member Vierhout seconded the motion.

Meeting adjourned at 9:01p.m.

Mayor Lopez-Rogers

Carmen Martinez, CMC
City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 2nd day of April 2012. I further certify that the meeting was duly called and held and that the quorum was present.

City Clerk

EARL, CURLEY & LAGARDE, P.C.
ATTORNEYS AT LAW

Telephone (602) 265-0094
Fax (602) 265-2195
www.ecllaw.com

3101 North Central Avenue
Suite 1000
Phoenix, Arizona 85012

March 27, 2013

Mayor Marie Lopez Rogers
and Members of the City Council
City of Avondale
11465 Civic Center Drive
Avondale, AZ 85323

RE: Avondale Commerce Park (Case Z-07-7)
NWC of 101st Avenue & Van Buren Street
PAD Extension

Dear Mayor Lopez Rogers and Members of the City Council:

Our law firm represents 101st & Roosevelt Partners, LLP and 101st & Van Buren Partners, LLP, the owners of the 80 acre site located on NWC of 101st Avenue & Van Buren Street (see aerial). The property is zoned PAD for employment related uses. We are writing this letter to request a time extension for the approved PAD zoning. The owners of the property wish to apply for the one (1) additional year PAD Time extension.

Background

The Avondale Commerce Park is an 80 acre rectangular shaped property located at the northwest corner of 101st Avenue and Van Buren Street. The approved PAD is consistent with the City's General Plan and the Freeway Corridor Specific Plan. The property is south of the Avondale Auto Mall and is bordered on the south by the City of Tolleson. The property has remained under the same ownership for approximately 8 years.

The approved PAD zoning at this location will accommodate the development of commerce/office park, support retail services for the project and area, warehousing and certain light industrial uses such as manufacturing, assembly and subassembly uses which operate in an enclosed, clean, quiet and safe manner to create a comprehensively planned and attractive development.

The approved PAD is **consistent** with the adopted **General Plan Land Use Map**, and will complement the adjacent existing land uses including the Avondale Auto Mall, UTI, Cummins and Warehouse/Distribution facilities in the surrounding area. The **site enjoys excellent** regional access due to its geographic location to two freeways, Interstate-10 (I-10) and the Agua Fria Freeway (Loop 101). The site is approximately 1,100-feet south of the I-10 Freeway that connects Phoenix to Los Angeles. **There are two I-10 freeway interchanges within one mile of the site. The Loop 101 is approximately one** mile east of the site and has a full stack interchange with I-10. The **Loop 101 connects I-10 to Interstate-17** by passing through the northern suburbs of Glendale and Phoenix. The proximity of both I-10 and the Loop 101 greatly expands the site's employment shed and market area in terms of available labor supply, access to major markets, and business linkages.

My firm was involved in the original rezoning case and can therefore state that we negotiated, drafted and redrafted this PAD after months and months of discussions with Staff to incorporate scores of suggestions and recommendations made by Staff. All of these suggestions were added to ensure that the PAD was consistent with the City's vision for properties that lie within the Freeway Corridor and employment corridor. On April 2, 2012, the City Council approved the 2nd request to extend the PAD (Planned Area Development) zoning for this site. The proposed time extension for this site does not change the overall intent of the approved Avondale Commerce Park zoning for this commerce/employment project.

Details of Request

Given the severity of the current recession (both locally and nationally-which most experts agree has been the worst recession in the last 50-years), the owners are merely seeking a 3rd one-year extension of the PAD approval time limit as specifically set forth in the Zoning Ordinance, Section 601.D.5. This extension will allow the zoning to remain on the property and allow this project to move forward as the market continues to recover over the next years.

According to Jones Lang LaSalle, the market conditions for the Phoenix industrial market ended on a high note in 2012 as the fourth quarter saw another quarter of sizable occupancy gains. **2.52 million square feet was absorbed in 4th quarter** 2012: the highest on a quarterly basis recorded for 2012. **The vacancy rate has continued to drop and now rests at 10.8%**, 30 basis point below third quarter's 11.1% and the lowest since 2008. **The good news is that after several years of inactivity, there is now considerable activity from specific users** who are looking to locate along the Valley's freeway corridor system. Should the next few quarters see similar occupancy gains, experts expect the market to see single-digit overall vacancy. An extension of one year is essential for this property to have the opportunity to be developed in the manner originally envisioned when the PAD was approved.

Marketing Efforts

My client hired Jones Lang LaSalle (JLL) to market the property over the past three and a half years. JLL is a public, global commercial real estate service company with over 45,000 employees worldwide. The Phoenix office has 350 employees and manages over 13MM SF. Their mission remains to expose the subject site to national/global corporate employers and industrial/business property developers.

Arizona continues to attract a lot of attention from out of state users. The pipeline of companies that will be new to Great Phoenix will most likely be from California, especially given less-than-favorable tax and other business costs found there. **JLL is currently tracking ±11MM s.f. of active industrial employers that are** looking for both design build and existing building solutions. Some examples of prospects considering the Southwest Valley include:

1. A Fortune 500 beverage company seeks a ±650,000 s.f. distribution solution by end of 2014;
2. Project Mars seeks 500,000 s.f. distribution space;
3. Undisclosed California employer seeks a 350,000 s.f. manufacturing facility;
4. Project Seattle seeks ±500,000 s.f. e-commerce solution;
5. An undisclosed regional food company seeks a 750,000 square foot, food grade distribution center in the West Valley

JLL has produced marketing materials and has conducted extensive promotional activities associated with this property. Attached you will find the marketing deliverables which have been produced by JLL. This information relates to such site-specific characteristics as zoning, utilities, transportation, demographic, labor and other related information. **This information has been posted on various websites including Costar, LoopNet, GPEC, and JLL**. In addition to Internet postings, **this marketing material is regularly sent out via email every four weeks**. Targeted recipients are industry professionals including:

1. Local, regional, and state economic development professionals
2. Local 3rd party commercial/industrial brokers

3. National 3rd party commercial/industrial brokers
4. Site selection professionals
5. Architects, consultants, and lenders
6. Local/national general contractors
7. Local/national industrial developers and investors
8. National/Global corporate employers
9. Jones Lang LaSalle professionals
10. CSCMP professionals
11. SIOR professionals
12. 3rd Party Logistics users
13. Metro Phoenix qualified employers
14. Foreign Trade Zone candidates
15. Commercial real estate public relations and media contacts

Property Exposure at National Conferences

JLL continues to promote the subject business park by means of personal meetings, canvassing of target industries, phone canvassing, in person canvassing, and Inland Empire canvassing. JLL also leverages industrial real estate stakeholders by attending the following events and promoting the subject site:

- JLL North America Supply Chain Conference, twice a year, +75 professionals
- NAIOP ICON, once a year, +500 professionals
- SIOR Spring Conference, once a year, +700 professionals
- GPEC CBC Meetings / Ambassador events, occurs monthly
- CSCMP Roundtable / board meetings, occurs monthly
- NAIOP events / board meetings, occurs monthly
- SIOR events, occurs monthly

JLL continually educates the above-mentioned stakeholder groups that the City of Avondale is pro-business, flexible in land use consideration and interested in supporting qualified companies who are considering the area and possible Foreign Trade Zone certification.

Demand for Zoned Properties

As previously mentioned, the Valley's Economic Development Directors make three major points regarding the process of luring employers to the Valley. The first is that there are companies looking to locate in the Valley. Secondly, freeway-oriented sites are often the most attractive sites to these users. The last point is that unzoned properties are not even considered by any major employers, corporate headquarters or company relocates. The reasons for this are primarily: 1) because there is **uncertainty related** to the rezoning process; 2) the fact that zoning a property **typically takes approximately six months**; and, 3) **there are several thousands of acres of already-zoned properties in nearby cities.**

Conclusion

At the time of the original zoning approval, the owners and the City never anticipated the severity of this economic recession. The approved land uses remain valid and appropriate, but more time is needed to allow the Valley's economy to recover and restore viability for this area. There has been considerable investment made by the property owners on architects and engineers to plan out this commerce/employment project.

It is our belief that it is counter-productive for both the City to downzone or revert the PAD zoning on the subject property. We believe that by down-zoning the property, the property will be taken out of the inventory pool of parcels that might be attractive and available to proposed users. The owner has shown a patient and long standing commitment to this site and no opposition to the request has ever been voiced by the area residents. In light of the above, we hope you agree that this 3rd extension is necessary and warranted and in order for the property owner and the City to benefit from a potential new corporate development.

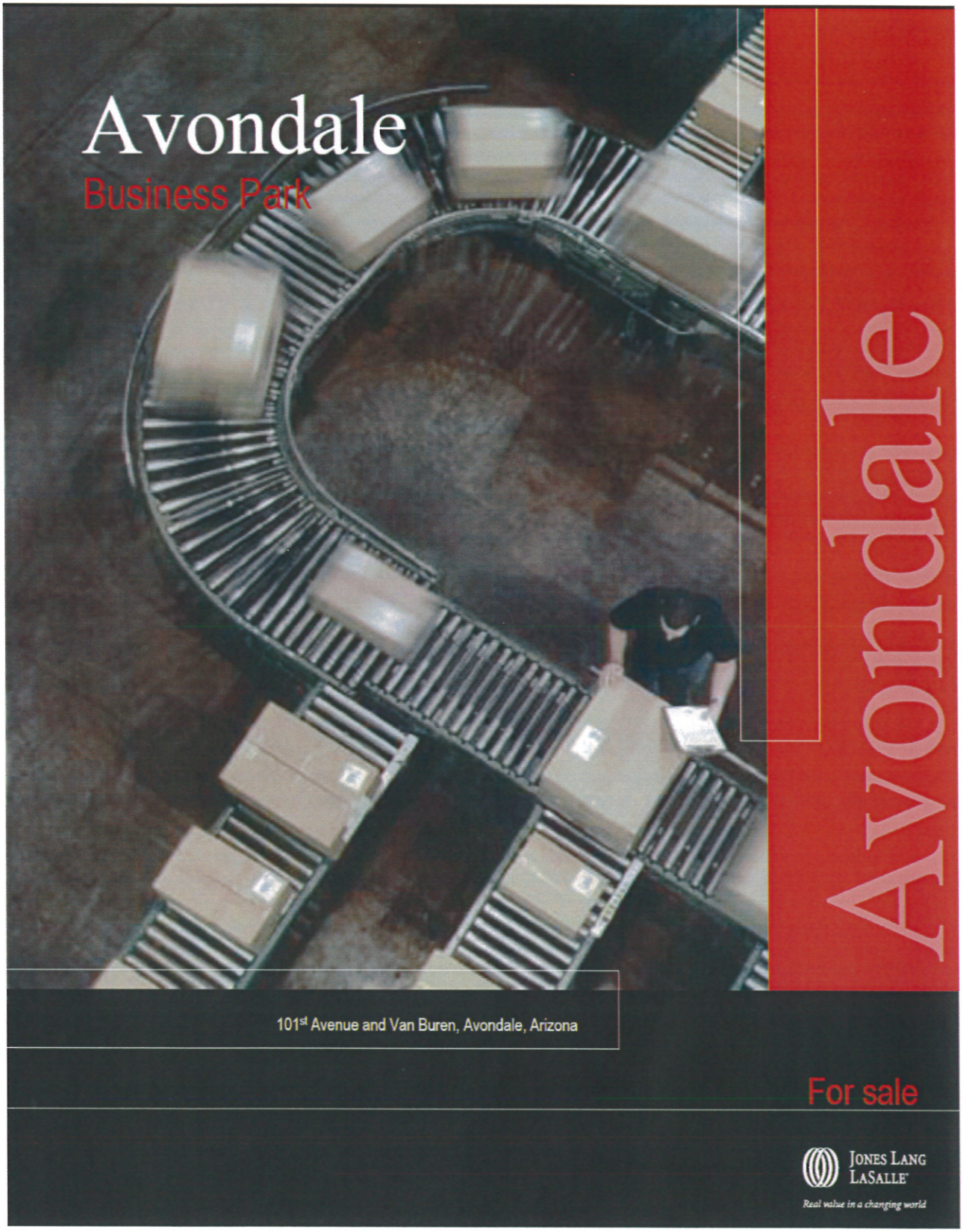
Thank you very much for your time and consideration in this matter.

Sincerely,

FOR Michael J. Curley

MJC/rot
Enclosures: As Stated

O:\INDEX\Bell\101 & Van Buren\Docs\3rd PAD Extension_2013\Mayor Lopez & Councilmembers Ltr_3rd PAD Extension request Justification Ltr_3.20.2013.doc


Avondale
Business Park
Avondale
101st Avenue and Van Buren, Avondale, Arizona
For sale
Jones Lang LaSalle
Real value in a changing world

Avondale

Business Park

City of Avondale, facts

- Current population is estimated at 74,000 residents and is projected to rise to 106,000 by 2020
- Located along the Interstate10 corridor, and just a 15-minute commute from the heart of Phoenix
- Avondale's freeway development sites are premium locations in the metro area for new stores, restaurants, hotels, offices and business parks

GREATER PHOENIX
ECONOMIC COUNCIL

Property features

- ±80 acres, divisible
- APN's: 102-54-001D and 102-54-001E
- Pad Zoning: City of Avondale
- Permitted uses:
  Industrial Warehouse/Flex/Manufacturing
- Utilities:

  Water: City of Avondale
  12" Van Buren Road
  12" Roosevelt Parkway
  12" 101st Ave

  Sewer: City of Avondale
  15" Van Buren Road
  10" Roosevelt Parkway

Foreign Trade Zone capable

- 75% reduction in real property tax
- 75% reduction in personal property (equipment) tax
- Duty Deferral
- Duty Elimination
- Reduced customs reporting entries

Arizona Incentive Programs

- Commercial & Industrial Solar Energy Program: tax credit equal to 10% of the installed cost of the solar energy device
- Job Training Program: cash assistance up to $1.5M per business
- Renewable Energy Tax Incentives: property tax reduction of up to 75% for up to 15 years; refundable tax credit up to 10% of the company's investment

101st Avenue and Van Buren, Avondale, Arizona

JONES LANG LASALLE
Real value in a changing world

Premier industrial opportunity
Avondale Gateway
101
McDowell Rd
Gateway Crossing
10
Papago Fwy
103rd Ave
102nd Ave
Deer Dr
W Roosevelt St
N 107th Ave
N 105th Ave
3 Rivers Commerce Parl (Paragon Properties Proposed)
1319'
40 acres
1319'
SITE
N 100th Ave
FREIGHTLINER
N 96th Ave
N 95th Ave
UNIVERSAL TECHNICAL INSTITUTE
N 103rd Ave
Maricopa County Courthouse (proposed)
1319'
40 acres
101st Ave
Van Buren St
W Van Buren St
104th Ave
S 107th Ave
W Cowden Ln
S 99th Ave
QUAKER
Kroger
Sara Lee
AIPC

Avondale
BusinessPark

For additional information:

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Supply Chain & Logistics Solutions
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aj.lydon@am.jll.com

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ORDINANCE NO. 1520-713

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 80 ACRES GENERALLY LOCATED AT THE NORTHEAST CORNER OF 103RD AVENUE AND VAN BUREN STREET AS SHOWN IN FILE NAME PL-13-0067, REVERTING THE ZONING ON SUCH PROPERTY FROM PLANNED AREA DEVELOPMENT (PAD) TO AGRICULTURAL (AG).

WHEREAS, the Council of the City of Avondale (the "City Council") approved Ordinance No. 1294-308 on March 17, 2008, rezoning that certain ± 80 acre parcel of land generally located at the northeast corner of 103rd Avenue and Van Buren Street, as more particularly described and depicted in Ordinance No. 1294-308, for which the legal description was corrected by Ordinance No. 1458-511, passed and adopted on May 16, 2011 (the "Subject Property"), from Agricultural (AG) to Planned Area Development (PAD) and imposing conditions upon such rezoning (the "Rezoning"); and

WHEREAS, the Rezoning was subject to a condition imposed pursuant to provisions of the City of Avondale Zoning Ordinance (the "Zoning Ordinance"), requiring that development of the first phase of the project on the Subject Property must have commenced within three years of the effective date of the ordinance approving the PAD zoning on the property (the "Time Condition"); and

WHEREAS, the City Council approved two one-year extensions of the PAD zoning on May 16, 2011 and April 2, 2012; and

WHEREAS, the Time Condition upon the Rezoning has not been met and the City Council desires to revert the zoning on the Subject Property from Planned Area Development (PAD) to Agricultural (AG); and

WHEREAS, the City Council desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04 to reflect the change in zoning on the Subject Property due to the Rezoning reversion; and

WHEREAS, all due and proper notice of the public hearing held before the City Council on the intended Rezoning reversion and Zoning Atlas amendment were given in the time, form, substance and manner provided by the Zoning Ordinance; and

WHEREAS, the City Council held a public hearing regarding the Rezoning reversion and amendment to the Zoning Atlas on July 15, 2013.

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. The ± 80 acre parcel of real property generally located at the northeast corner of 103rd Avenue and Van Buren Street, as shown in file name PL-13-0067, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby rezoned from Planned Area Development (PAD) to Agricultural (AG) and the Zoning Atlas is hereby amended to reflect the reversion from PAD to AG.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. 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, July 15, 2013.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1520-713

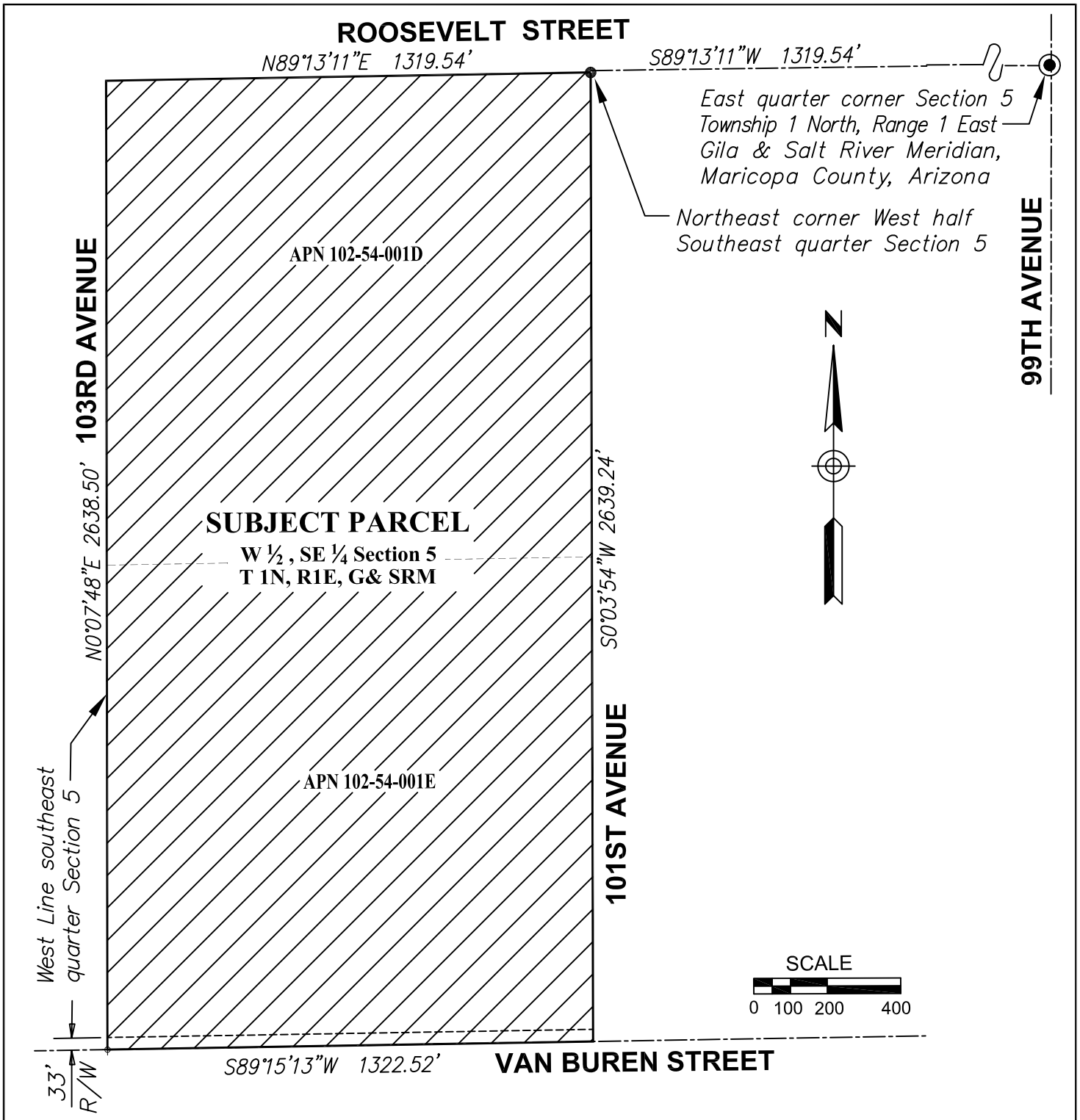
(Legal Description and Map)

See following pages.

Commerce Center
Legal Description for Rezoning Purposes
80 Acres at Northeast corner Van Buren Street and 103rd Avenue
APN 102-54-001D and 102-54-001E

LEGAL DESCRIPTION

The West half of the Southeast quarter of Section 5, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



City of Avondale

ENGINEERING DEPARTMENT

EXHIBIT MAP
TO LEGAL DESCRIPTION FOR ZONING PURPOSES
AVONDALE COMMERCE PARK

DATE: 5-30-2013	PROJECT NAME
DSN:	AVONDALE COMMERCE PARK ZONING
DRN. LS	
CHK: CH	PAGE: 1 of 1

CITY COUNCIL REPORT

SUBJECT:
Home Energy Rating System Compliance Building Code Update and Uphold of Action; Alternatively Resolution 3125-713 and Ordinance 1521-713

MEETING DATE:
July 15, 2013

TO: Mayor and Council

FROM: Tracy Stevens, Acting Development and Engineering Services Director 623-333-4012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

As a follow up to the June 3, 2013 adoption of the 2012 International Building Codes and their amendments, staff will present additional information pertaining to the HERS rating alternate as requested by the City Council.

BACKGROUND:

On June 3, 2012, City Council adopted the 2012 International Codes, the 2011 National Electric Code, and proposed amendments to those codes developed by the Arizona Building Officials Code Review and Development Committee, and presented to the MAG Building Code Committee for recommendation to their member agencies, along with some City specific codes and fees. During the public hearing Jackson Mole, of the Home Builders Association of Central Arizona requested the inclusion of an alternative compliance path to the IECC - a HERS rating score of 73.

DISCUSSION:

Staff performed additional research into the HERS rating and found that for a home to be equivalent to the 2012 IECC a HERS rating of 58 is recommended for an Arizona climate zone of 2 based on the attached analysis from the Florida Solar Energy Center.

In addition, staff has discussed the Home Builders of Central Arizona recommendation with other valley cities and many other west valley cities concur with Avondale's recommendation to not include the acceptance of the HERS 73 score as an alternate compliance path. Of the six larger West Valley Cities Surprise is the only City considering a HERS compliance path at this time. However, the HERS score is still open for debate with their Code Review and Adoption Board. Staff contacted the following cities and offers the following comparison:

Jurisdiction	HERS Score	No HERS	Adoption Date
Goodyear		Will not include in adoption	January 2014
Peoria		Not included	May 2013
Glendale		Not Included	December 2012
Buckeye		No plans to include	Tent. Sept. 2013
Scottsdale		Not included	July 2013
Surprise	73 (may be some discussion on the number)		December 2013
Phoenix	73		May 15, 2013

Chandler	73		June 2013
Gilbert	73		August 2013

A HERS score of 73 can be achieved by increasing HVAC, water heating, and appliance efficiencies and the IECC does not provide credit for these items. A HERS score of 73 can also be achieved without meeting the minimum conservation that is put in place with adoption of the IECC. Therefore, the Energy Conservation path to compliance will provide Avondale with long lasting energy savings benefits.

The information below extracted from the attached study further explains the need to remain with the Energy Conservation path as outlined in the adopted 2012 Building Code Update.

- HERS score of 100 is the starting point for HERS scores, a HERS of zero is a home that uses no more energy than it produces. The lower the number the better for HERS.
- All simulations were accomplished using EnergyGauge USA (v.2.8.05), RESNET accredited HERS Simulation tool.
- Nationwide study of all 8 climate zones comparing HERS and IECC, 2006, 2009, and 2012, all compared to 2006 IECC Standard Reference Design
- The study uses Standard Reference Design, single story 2000SF, and 2 story 2400SF model homes
- 2 story homes with larger heating and cooling loads achieve better HERS scores because the denominator is larger, because the ratio ceiling to wall area is about twice the ratio of single story homes
- IECC does not allow credits for heating, cooling, water heating, or appliance upgrades, which do receive credits using HERS
- Study looks at National Appliance Energy Conservation Act 2015 requirements

In addition, Avondale has moved forward with many conservation measures such as the adoption of the 2009 IRC and IECC.

BUDGETARY IMPACT:

Maintaining our existing adoption of the 2012 IECC or amending through adoption of the HERS score will have no effect on the budget.

RECOMMENDATION:

Proposed Motion #1:

I MOVE to accept staff's recommendation to not make additional modifications to the documents titled " 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"

Should the Council wish to adopt the amendments, two separate motions will be necessary:

Proposed Motion #2a:

I MOVE to adopt Resolution 3125-713 declaring as a public record the document filed with the City Clerk and entitled "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, Amended and Restated July 15, 2013."

Proposed Motion #2b:

I MOVE to adopt Ordinance 1521-713 adopting by reference the documents declared public record by Resolution 3125-713 and amending the Avondale City Code, Chapter 4, Buildings and Building Regulations, relating to Building Codes, establishing an effective date and providing penalties for violations.

ATTACHMENTS:

Click to download

- Report from Florida Solar Energy Center
- Resolution 3125-713
- I Code
- Ordinance 1521-713

FLORIDA SOLAR ENERGY CENTER®

Creating Energy Independence

Analysis of HERS Index Scores for Recent Versions of the International Energy Conservation Code (IECC)

FSEC-CR-1941-13

Final Report

January 11, 2013

Revised February 21, 2013

Submitted to

Residential Energy Services Network, Inc.
P.O. Box 4561
Oceanside, CA 92052-4561
UCF Project No. 20128255

Author

Philip Fairey

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A Research Institute of the University of Central Florida

Analysis of HERS Index Scores for Recent Versions of the International Energy Conservation Code (IECC)

Philip Fairey
Florida Solar Energy Center
January 11, 2013
Revised February 21, 2013

Background

The Residential Energy Services Network (RESNET) contracted the Florida Solar Energy Center (FSEC) to conduct simulation analysis of homes configured to recent versions of the International Energy Conservation Code (IECC) to determine HERS Index Scores for typical residences across representative U.S. climates. EnergyGauge® USA (v.2.8.05), a RESNET-accredited HERS software tool, was used to conduct the simulation analysis.

The original study was published January 11, 2013, and three days later, on January 14, 2013, the U.S. Department of Energy (DOE) vacated its Final Rule on gas furnace efficiency. Vacation of the gas furnace efficiency Rule caused the energy estimates based on that rule to be inaccurate. The analysis has been revised to include an additional set of simulations and analysis that excludes the furnace efficiencies previously scheduled to become effective May 2013. The results and findings have been revised accordingly.

Abstract

The EnergyGauge HERS software tool was used to examine the IECC *Standard Reference Design* (IECC SRD) configuration for one-story 2000 ft^2 and two-story 2,400 ft^2 single-family homes in sixteen representative U.S. cities. IECC SRD homes were configured for the 2006 IECC, the 2009 IECC and the 2012 IECC. Two additional set of analysis were conducted – both using the 2012 IECC SRD with enhanced equipment: 1) with equipment configured to meet the 2015 National Appliance Energy Conservation Act (NAECA) equipment requirements and 2) with equipment that is on the cusp of significant market penetration with efficiencies greater than the 2015 standard.

HERS simulations for each home were conducted for both a *best case* home orientation and a *worst case* home orientation. For the overall *best-case* configuration (2-story home with north-south glazing orientation), results show a nationwide, climate-weighted average increase in code stringency of 13.6% between 2006 and 2009, a 19.1% increase between 2006 and 2012 and a 21.5% increase between 2006 and 2012 with 2015 NAECA equipment. Incorporating higher efficiency equipment on the cusp of significantly broader market adoption due to federal initiatives[1] resulted in a nationwide climate-weighted average 35.2% savings with respect to the 2006 IECC.

[1] For example, see U.S. DOE Challenge Home guidelines and http://www.energystar.gov/index.cfm?c=new_homes.hm_index

Methodology

One-story, 2000 ft^2, 3-bedroom frame homes and two-story, 2400 ft^2, 3-bedroom frame homes were configured to simulate the IECC *Standard Reference Design* in sixteen representative cities across the eight IECC climate regions of the United States. Windows were configured such that 35% of the total window area was located on the north and south faces of the home and 15% was located on the east and west faces. This allowed the simulations to examine a *best-case* orientation scenario with the front of the homes facing north and a *worst-case* scenario with the front facing east. The front of the homes also had a 20-foot adjoining garage wall. The foundation for the homes was varied by IECC climate zone with slab-on-grade foundations in zones 1 and 2, vented crawlspace foundations in zones 3 and 4 and with unconditioned basement foundations in zones 5 through 8.

Tables 1 through 8 present the characteristics for the 224 different home configurations used in the simulation analysis.

Table 1: *Best-Case* Home Characteristics

Component	1-story	2-Story
1st floor area (ft^2)	2,000	1,200
2nd floor area (ft^2)	0	1,200
Total floor area (ft^2)	2,000	2,400
Total volume (ft^3)	18,000	21,000
N-S wall length (ft)	50	40
E-W wall length (ft)	40	30
1st floor wall height (ft)	9	8
Height between floors (ft)	0	1.5
2nd floor wall height (ft)	0	8
Door area ft^2)	40	40
2006 IECC SRD windows:		
Window/floor area (%)	18%	18%
Total window area (ft^2)	360	432
N-S window fraction (%)	35%	35%
E-W window fraction (%)	15%	15%
2009 - 2012 IECC SRD windows:		
Window/floor area (%)	15%	15%
Total window area (ft^2)	300	360
N-S window fraction (%)	35%	35%
E-W window fraction (%)	15%	15%

Table 2: 2006 IECC Component Insulation Values

LOCATION	**IECC CZ**	Ceiling R-value	Wall R-value	Found. type	Slab R-value	Floor R-value	Fen U-Factor	Fen SHGC
Miami, FL	1A	30	13	SOG	none	n/a	1.20	0.40
Orlando, FL	2A	30	13	SOG	none	n/a	0.75	0.40
Houston, TX	2A	30	13	SOG	none	n/a	0.75	0.40
Phoenix, AZ	2B	30	13	SOG	none	n/a	0.75	0.40
Charleston, SC	3A	30	13	Crawl	n/a	19	0.65	0.40
Charlotte, NC	3A	30	13	Crawl	n/a	19	0.65	0.40
Ok. City, OK	3A	30	13	Crawl	n/a	19	0.65	0.40
Las Vegas, NV	3B	30	13	Crawl	n/a	19	0.65	0.40
Baltimore, MD	4A	38	13	Crawl	n/a	19	0.40	0.40
Kansas City, MO	4A	38	13	Crawl	n/a	19	0.40	0.40

Table 2: 2006 IECC Component Insulation Values

LOCATION	IECC CZ	Ceiling R-value	Wall R-value	Found. type	Slab R-value	Floor R-value	Fen U-Factor	Fen SHGC
Chicago, IL	5A	38	13+5	UCbsmt	n/a	30	0.35	0.40
Denver, CO	5B	38	13+5	UCbsmt	n/a	30	0.35	0.40
Minneapolis, MN	6A	49	13+5	UCbsmt	n/a	30	0.35	0.40
Billings, MT	6B	49	13+5	UCbsmt	n/a	30	0.35	0.40
Fargo, ND	7A	49	21	UCbsmt	n/a	30	0.35	0.40
Fairbanks, AK	8	49	21	UCbsmt	n/a	30	0.35	0.40

Notes for Tables 2-4:

Wall R-value: 1st value is cavity fill and 2nd value is continuous insulation
SOG = slab on grade
Crawl = crawlspace
UCbsmt = unconditioned basement

Table 3: 2009 IECC Component Insulation Values

LOCATION	IECC CZ	Ceiling R-value	Wall R-value	Found. type	Slab R-value	Floor R-value	Fen U-Factor	Fen SHGC
Miami, FL	1A	30	13	SOG	none	n/a	1.20	0.30
Orlando, FL	2A	30	13	SOG	none	n/a	0.65	0.30
Houston, TX	2A	30	13	SOG	none	n/a	0.65	0.30
Phoenix, AZ	2B	30	13	SOG	none	n/a	0.65	0.30
Charleston, SC	3A	30	13	Crawl	n/a	19	0.50	0.30
Charlotte, NC	3A	30	13	Crawl	n/a	19	0.50	0.30
Ok. City, OK	3A	30	13	Crawl	n/a	19	0.50	0.30
Las Vegas, NV	3B	30	13	Crawl	n/a	19	0.50	0.30
Baltimore, MD	4A	38	13	Crawl	n/a	19	0.35	0.40
Kansas City, MO	4A	38	13	Crawl	n/a	19	0.35	0.40
Chicago, IL	5A	38	13+5	UCbsmt	n/a	30	0.35	0.40
Denver, CO	5B	38	13+5	UCbsmt	n/a	30	0.35	0.40
Minneapolis, MN	6A	49	13+5	UCbsmt	n/a	30	0.35	0.40
Billings, MT	6B	49	13+5	UCbsmt	n/a	30	0.35	0.40
Fargo, ND	7A	49	21	UCbsmt	n/a	38	0.35	0.40
Fairbanks, AK	8	49	21	UCbsmt	n/a	38	0.35	0.40

Table 4: 2012 IECC Component Insulation Values

LOCATION	IECC CZ	Ceiling R-value	Wall R-value	Found. type	Slab R-value	Floor R-value	Fen U-Factor	Fen SHGC
Miami, FL	1A	30	13	SOG	none	n/a	0.50	0.25
Orlando, FL	2A	38	13	SOG	none	n/a	0.40	0.25
Houston, TX	2A	38	13	SOG	none	n/a	0.40	0.25
Phoenix, AZ	2B	38	13	SOG	none	n/a	0.40	0.25
Charleston, SC	3A	38	13+5	Crawl	n/a	19	0.35	0.25
Charlotte, NC	3A	38	13+5	Crawl	n/a	19	0.35	0.25
Ok. City, OK	3A	38	13+5	Crawl	n/a	19	0.35	0.25
Las Vegas, NV	3B	38	13+5	Crawl	n/a	19	0.35	0.25
Baltimore, MD	4A	49	13+5	Crawl	n/a	19	0.35	0.40
Kansas City, MO	4A	49	13+5	Crawl	n/a	19	0.35	0.40
Chicago, IL	5A	49	13+5	UCbsmt	n/a	30	0.32	0.40
Denver, CO	5B	49	13+5	UCbsmt	n/a	30	0.32	0.40
Minneapolis, MN	6A	49	13+10	UCbsmt	n/a	30	0.32	0.40
Billings, MT	6B	49	13+10	UCbsmt	n/a	30	0.32	0.40
Fargo, ND	7A	49	13+10	UCbsmt	n/a	38	0.32	0.40
Fairbanks, AK	8	49	13+10	UCbsmt	n/a	38	0.32	0.40

Table 5: Additional IECC *Standard Reference Design* Characteristics

Item	**2006 IECC**	**2009 IECC**	**2012 IECC**
Envelope Leakage	SLA = 0.00036	7 ach50	CZ 1-2: 5 ach50 CZ 3-8: 3 ach50
Distribution System Efficiency (DSE)	DSE = 0.80	DSE = 0.88	DSE = 0.88
Programmable Thermostat	No	Yes	Yes
High Efficiency Lighting	No	50%	75%
Hot Water Pipe Insulation	No	No	Yes
Max Window/Floor area	18%	15%	15%
Mechanical Ventilation (per 2012 IMC)	None	None	CZ 1-2: None CZ 3-8: 60 cfm
Sealed Air Handlers	No	No	Yes

Base thermostat setpoint temperatures for all simulations were maintained at the IECC 2006 values of 78F for cooling and 68F for heating. While the 2009 IECC and 2012 IECC use 75 F for cooling and 72 F for heating, use of these base thermostat setpoints for 2009 and 2012 IECC simulations would not allow comparison across code versions.

Table 6: Current Equipment Standards

LOCATION	**IECC CZ**	Heating System		Cooling System		Water Heater	
		Fuel	Eff	Fuel	SEER	Fuel	EF
Miami, FL	1A	elec	7.7	elec	13	elec (50)	0.90
Orlando, FL	2A	elec	7.7	elec	13	elec (50)	0.90
Houston, TX	2A	elec	7.7	elec	13	elec (50)	0.90
Phoenix, AZ	2B	elec	7.7	elec	13	elec (50)	0.90
Charleston, SC	3A	elec	7.7	elec	13	elec (50)	0.90
Charlotte, NC	3A	gas	78%	elec	13	gas (40)	0.59
Ok. City, OK	3A	gas	78%	elec	13	gas (40)	0.59
Las Vegas, NV	3B	gas	78%	elec	13	gas (40)	0.59
Baltimore, MD	4A	gas	78%	elec	13	gas (40)	0.59
Kansas City, MO	4A	gas	78%	elec	13	gas (40)	0.59
Chicago, IL	5A	gas	78%	elec	13	gas (40)	0.59
Denver, CO	5B	gas	78%	elec	13	gas (40)	0.59
Minneapolis, MN	6A	gas	78%	elec	13	gas (40)	0.59
Billings, MT	6B	gas	78%	elec	13	gas (40)	0.59
Fargo, ND	7A	gas	78%	elec	13	gas (40)	0.59
Fairbanks, AK	8	gas	78%	elec	13	gas (40)	0.59

Notes for Tables 6 through 8:

Eff = heating system efficiency where gas-fired furnace is given as AFUE (%) and electric heat pump is given as HSPF

HPWH = Heat pump water heater

T'less gas = Tankless gas water heater

Table 7a: New NAECA Equipment Standards
(with original gas furnace Rule)

LOCATION	**IECC CZ**	Heating System		Cooling System		Water Heater	
		Fuel	Eff	Fuel	SEER	Fuel	EF
Miami, FL	1A	elec	8.2	elec	14	elec (50)	0.95
Orlando, FL	2A	elec	8.2	elec	14	elec (50)	0.95
Houston, TX	2A	elec	8.2	elec	14	elec (50)	0.95
Phoenix, AZ	2B	elec	8.2	elec	14	elec (50)	0.95

Table 7a: New NAECA Equipment Standards
(with original gas furnace Rule)

LOCATION	IECC CZ	Heating System		Cooling System		Water Heater	
		Fuel	Eff	Fuel	SEER	Fuel	EF
Charleston, SC	3A	elec	8.2	elec	14	elec (50)	0.95
Charlotte, NC	3A	gas	80%	elec	14	gas (40)	0.62
Ok. City, OK	3A	gas	80%	elec	14	gas (40)	0.62
Las Vegas, NV	3B	gas	80%	elec	14	gas (40)	0.62
Baltimore, MD	4A	gas	80%	elec	14	gas (40)	0.62
Kansas City, MO	4A	gas	90%	elec	13	gas (40)	0.62
Chicago, IL	5A	gas	90%	elec	13	gas (40)	0.62
Denver, CO	5B	gas	90%	elec	13	gas (40)	0.62
Minneapolis, MN	6A	gas	90%	elec	13	gas (40)	0.62
Billings, MT	6B	gas	90%	elec	13	gas (40)	0.62
Fargo, ND	7A	gas	90%	elec	13	gas (40)	0.62
Fairbanks, AK	8	gas	90%	elec	13	gas (40)	0.62

Table 7b: New NAECA Equipment Standards
(with gas furnace Rule vacated)

LOCATION	IECC CZ	Heating System		Cooling System		Water Heater	
		Fuel	Eff	Fuel	SEER	Fuel	EF
Miami, FL	1A	elec	8.2	elec	14	elec (50)	0.95
Orlando, FL	2A	elec	8.2	elec	14	elec (50)	0.95
Houston, TX	2A	elec	8.2	elec	14	elec (50)	0.95
Phoenix, AZ	2B	elec	8.2	elec	14	elec (50)	0.95
Charleston, SC	3A	elec	8.2	elec	14	elec (50)	0.95
Charlotte, NC	3A	gas	78%	elec	14	gas (40)	0.62
Ok. City, OK	3A	gas	78%	elec	14	gas (40)	0.62
Las Vegas, NV	3B	gas	78%	elec	14	gas (40)	0.62
Baltimore, MD	4A	gas	78%	elec	14	gas (40)	0.62
Kansas City, MO	4A	gas	78%	elec	13	gas (40)	0.62
Chicago, IL	5A	gas	78%	elec	13	gas (40)	0.62
Denver, CO	5B	gas	78%	elec	13	gas (40)	0.62
Minneapolis, MN	6A	gas	78%	elec	13	gas (40)	0.62
Billings, MT	6B	gas	78%	elec	13	gas (40)	0.62
Fargo, ND	7A	gas	78%	elec	13	gas (40)	0.62
Fairbanks, AK	8	gas	78%	elec	13	gas (40)	0.62

The original natural gas furnace component of the new NAECA standards (Table 7a) was originally scheduled to become effective May 1, 2013. However, the original gas furnace Rule was vacated by DOE on January 14, 2013. Table 7b shows the result of vacating this gas furnace Rule. The air conditioning and heat pump components become effective January 1, 2015, and the water heating component becomes effective April 15, 2015. These components of the 2015 NAECA standards do not change between Tables 7a and Table 7b.

Note also that results and findings based on Tables 7a and Table 7b are differentiated as ‘eq2015’ for the original 2015 equipment standards with the gas furnace Rule in place and as ‘eq2015r’ for the revised equipment standards with the gas furnace Rule vacated.

Table 8: Equipment on the Cusp of Significant Market Adoption

LOCATION	IECC CZ	Heating System		Cooling System		Water Heater	
		Fuel	Eff	Fuel	SEER	Fuel	EF
Miami, FL	1A	elec	8.6	elec	16	HPWH	2.00
Orlando, FL	2A	elec	8.6	elec	16	HPWH	2.00
Houston, TX	2A	elec	8.6	elec	16	HPWH	2.00
Phoenix, AZ	2B	elec	8.6	elec	16	HPWH	2.00
Charleston, SC	3A	elec	8.6	elec	16	HPWH	2.00
Charlotte, NC	3A	gas	90%	elec	16	T'less Gas	0.82
Ok. City, OK	3A	gas	90%	elec	16	T'less Gas	0.82
Las Vegas, NV	3B	gas	90%	elec	16	T'less Gas	0.82
Baltimore, MD	4A	gas	90%	elec	16	T'less Gas	0.82
Kansas City, MO	4A	gas	95%	elec	16	T'less Gas	0.82
Chicago, IL	5A	gas	95%	elec	16	T'less Gas	0.82
Denver, CO	5B	gas	95%	elec	16	T'less Gas	0.82
Minneapolis, MN	6A	gas	95%	elec	16	T'less Gas	0.82
Billings, MT	6B	gas	95%	elec	16	T'less Gas	0.82
Fargo, ND	7A	gas	95%	elec	16	T'less Gas	0.82
Fairbanks, AK	8	gas	95%	elec	16	T'less Gas	0.82

All simulations were accomplished using EnergyGauge USA (v.2.8.05), which is a RESNET-accredited HERS Simulation Tool based on hourly DOE-2 simulations.

Findings

HERS Index Scores

Results from the analysis show a steady increase in IECC stringency between 2006 and 2012, with an additional increase resulting from the new NAECA equipment standards in climate zones 1-4 but with no increase in stringency for climate zones 5-8 due to DOE's vacation of the gas furnace Rule. Figure 1presents the climate zone average HERS Index scores for the overall *best-case* for each set of simulations conducted in the analysis, including the differences between the original gas furnace Rule (Figure 1a) and the vacated gas furnace Rule (Figure 1b).

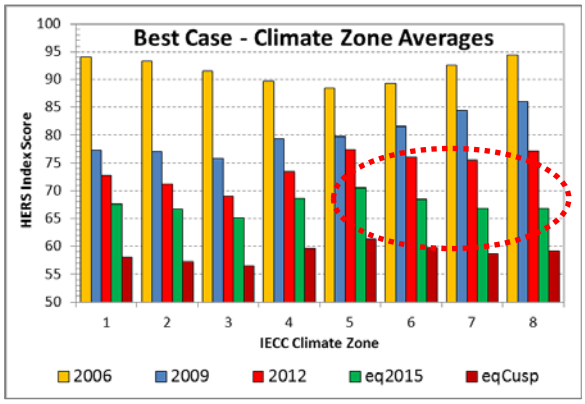

Figure 1a. HERS Index scores for options with original gas furnace Rule.

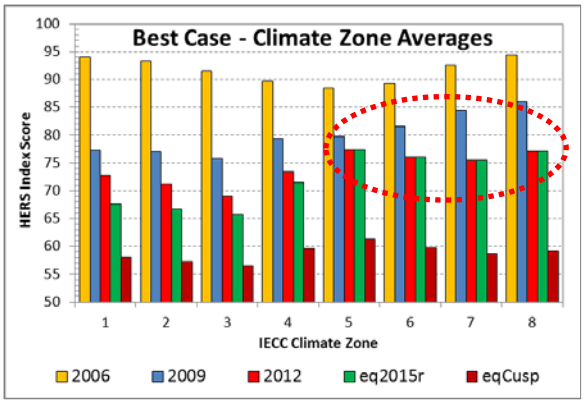

Figure 1b. HERS Index scores for options with vacated gas furnace Rule.

The difference in HERS Index scores between Figure 1a and Figure 1b for the 2015 equipment standards clearly illustrates the reduction in energy savings (increase in HERS Index) in climate zones 5-8 resulting from vacating the gas furnace Rule.

The 2006 HERS Index scores shown in Figure 1 are lower than the HERS Reference Home Index of 100 for three reasons:

1) The simulated homes had *best-case* window orientation with the majority of windows on the north and south face with 16" roof overhangs, reducing both winter and summer energy uses compared with the reference home, which has equal window areas on all sides and no roof overhangs.
2) The infiltration for the HERS Reference Home is based on an SLA of 0.00048 while the 2006 IECC reference has a smaller SLA of 0.00036, making the 2006 IECC more efficient in terms of infiltration loads than the HERS Reference home.
3) The combination of the R-Value ceiling insulation specification with the attic configuration of the homes results in a slightly lower overall U-Factor for the ceiling-attic combination than the U-Factor specified for the IECC SRD and the HERS Reference home.

In all cases, the *best-case* results in Figure 1 are for the two-story homes. The two-story homes produced HERS Index scores that averaged 2 points lower than the one-story homes. This occurred for two reasons:

1) Because the ratio of ceiling area to wall area for the one-story homes is about twice the ratio for the two-story homes
2) The IECC *Standard Reference Design* wall and ceiling insulation requirements are quite different for ceiling and walls, with ceilings having almost twice the thermal insulation resistance of walls.

As a result of these two factors, the IECC *Standard Reference Design* energy use for heating and cooling is larger in the two-story homes than in the one-story homes. The HERS Index score is calculated by dividing the Rated Home's energy loads by the energy loads of the Reference Home. Since the reference heating and cooling loads are larger for the two-story IECC *Standard Reference Design* than for the one-story *Standard Reference Design*, the larger denominator tends to reduce the HERS Index score in the two-story homes as compared with the one-story homes.

Figure 2 shows the climate zone average HERS Index score results for the 2006 IECC SRD homes. Results are shown for both one-story and two-story home models configured in both their *worst-case* (WC) and *best-case* (BC) configurations. With the exception of the one-story *best-case* home in climate zone 7, the two-story home configuration consistently produces the overall best (lowest) climate zone average HERS Index score.

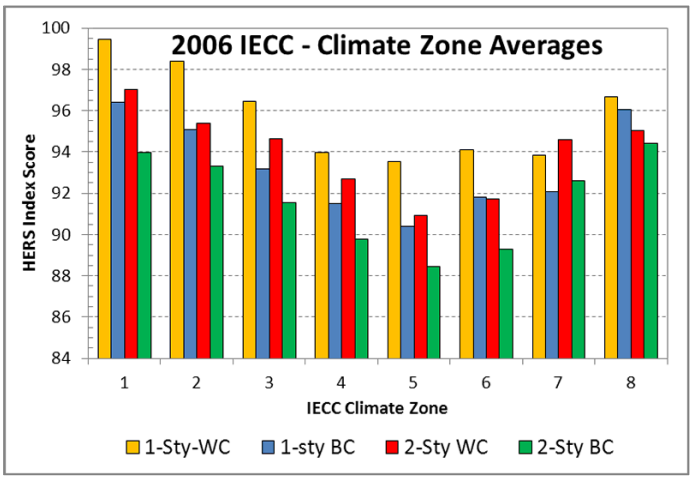

Figure 2. HERS Index scores for the 2006 IECC for 1-story and 2-story *worst-case* and *best-case* home models.

Figure 3 shows the climate zone average HERS Index score results for the 2009 IECC SRD. Again, the better relative performance of the two-story *best-case* home configuration is noticeable. It is also noteworthy that, compared with the 2006 IECC, the HERS Index scores have been reduced much more for homes in southern climate zones than for homes in northern climate zones. Average *best-case* HERS Index scores in climate zones 1-3 were reduced by 17.4% while *best-case* HERS Index scores in climate zones 6-8 were reduced by only 8.8% – roughly half as much.

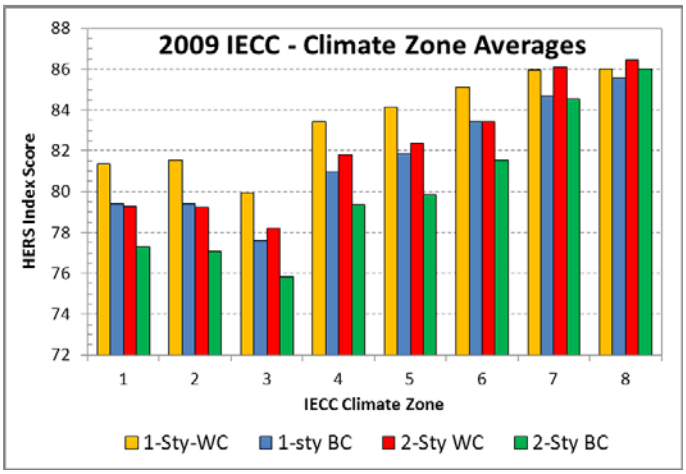

Figure 3. HERS Index scores for the 2009 IECC for 1-story and 2-story *worst-case* and *best-case* home models.

Figure 4 shows the same data for the 2012 IECC SRD. While it is not necessarily clear from the graph, a comparison of the stringency changes in the 2012 IECC SRD with respect to the 2009 IECC SRD show that the climate zone changes are more balanced between north and south than for the 2009 IECC SRD. Average *best-case* HERS Index scores in climate zones 1-3 were reduced by 7.5% while *best-case* HERS Index scores in climate zones 6-8 were reduced by 9.3% as compared with the 2009 IECC SRD, making up some of the relative ground lost during the 2009 IECC code cycle.

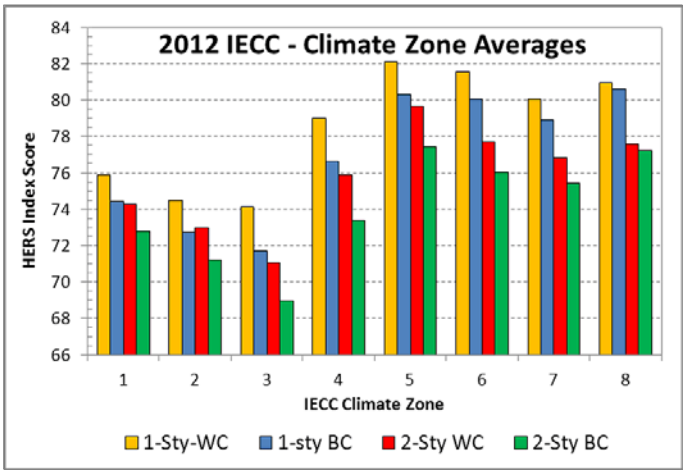

Figure 4. HERS Index scores for the 2012 IECC for 1-story and 2-story *worst-case* and *best-case* home models.

Going one step further with this analysis and including the new NAECA equipment standards with the 2012 IECC SRD, there is additional stringency gained but only in southern climates. For the 2012 IECC SRD with new NAECA standard equipment, average *best-case* HERS Index scores in climate zones 1-3 were reduced by 5.8% compared with the 2012 IECC while *best-case* HERS Index scores in climate zones 6-8 were not reduced at all. This lack of efficiency gains in northern climates is due to the fact that the gas furnace Rule was vacated by DOE.

Going all the way back to the 2006 IECC SRD, average *best-case* HERS Index scores for the revised NAECA standard equipment in climate zones 1-3 were reduced by 28.3% while *best-case* HERS Index scores in climate zones 6-8 were reduced by 17.2% as compared with the 2006 IECC SRD, making total gains in increased codes and standards stringency more disparate between northern and southern climates between 2006 and the

full 2015 implementation of the revised NAECA equipment standards with the gas furnace Rule vacated.

We can also look at the overall data set in the form of a box and whisker plot where the standard deviation and maximum and minimum for each climate zone are also plotted. Figure 5 presents the results in this format for the *best-case* HERS Index scores across all climates and equipment scenarios.

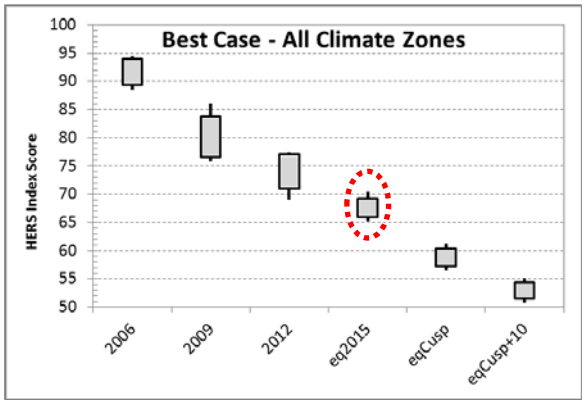

Figure 5a. Box and whisker plot showing HERS Index scores for options with original gas furnace Rule.

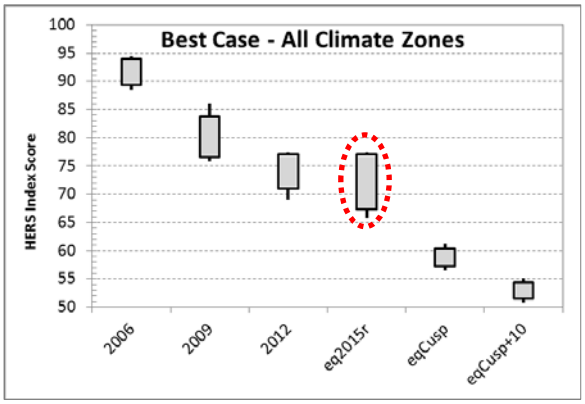

Figure 5b. Box and whisker plot showing HERS Index scores for options without gas furnace Rule.

Figure 5a shows that as efficiency increases, the variance in HERS Index score across climates tends to decrease. On the other hand, Figure 5b shows that vacating the furnace Rule substantially increases the variance across climate zones for the 'eq2015r' case. For Figure 5a, there is a clear reduction in variance in HERS Index scores across all climates starting with the eq2015 results. On the other hand Figure 5b shows an increase in the HERS score variance across climates when the gas furnace Rule is vacated.

Energy Savings

The energy savings associated with the HERS Index scores are calculated by subtracting the HERS Index scores for each successive option from the 2006 HERS Index scores and then dividing the difference by the 2006 HERS Index score. These savings for the *best-case* homes are shown in Figure 6.

Figure 6 shows a characteristic "droop" in the middle climate zones for most code versions and other options. However, as discussed with Figure 3, this droop does not exist for the 2009 IECC where incremental savings were concentrated in warm climates with much less savings in middle and northern climates. However, by 2012, the droop has reappeared to a certain degree.

Again, the differences between Figure 6a and 6b show the significance of vacating the gas furnace Rule, with the equipment-related savings for climate zones 5-8 disappearing with respect to the 2012 IECC. For climate zones 5-8, the losses in energy savings resulting from vacating the gas furnace Rule are as large as 12%.

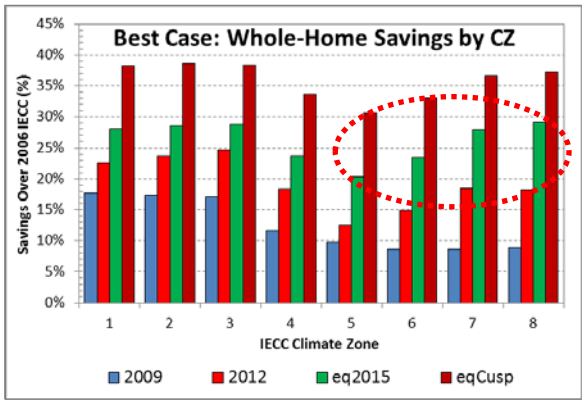

Figure 6a. Savings for options with respect to the 2006 IECC with the original gas furnace Rule.

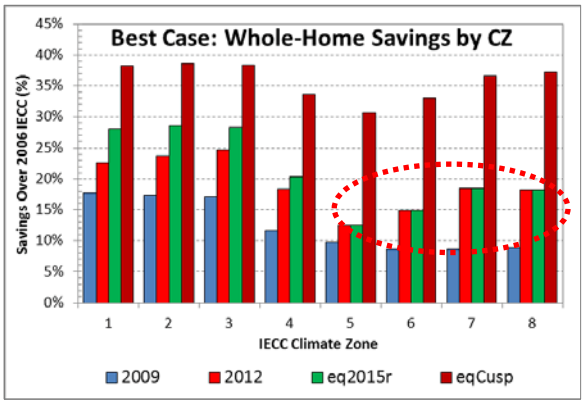

Figure 6b. Savings for options with respect to the 2006 IECC without the gas furnace Rule.

We can also look at the overall *best-case* savings data in the form of box and whisker plots where the standard deviation and maximum and minimum for each climate zone are also plotted. Figure 7 presents the results in this format.

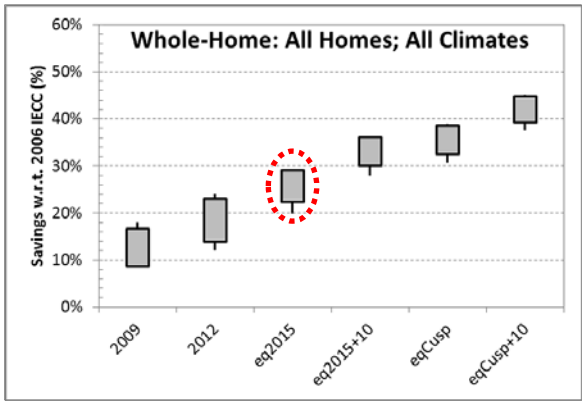

Figure 7a. Box and whisker plot showing savings associated with options with original gas furnace Rule.

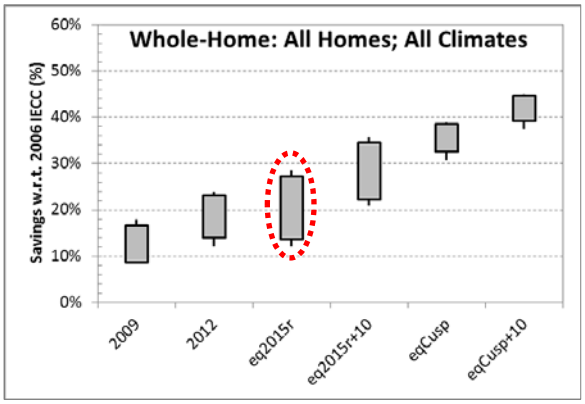

Figure 7b. Box and whisker plot showing savings associated with options without gas furnace Rule.

The x-axis labels in Figure 7a for ‘eq2015’ and ‘eqCusp’ are for the new NAECA standard equipment listed in Table 7a and the equipment on the cusp of broader market adoption listed in Table 8. Where a ‘+10’ is included, the values represent a 10% energy savings with respect to the given prefix. Figure 7b shows the same data with the gas furnace rule vacated (‘eq2015r’). The impact of vacating the gas furnace Rule is clear from the increase in standard deviation and the much lower minimum savings, which are equal to the 2012 minimum savings.

It is important to point out that the ‘eqCusp’ scenario is quite realistic given the penetration of ENERGY STAR new homes in the marketplace and the move on the part of new home builders to market their homes using the HERS Index. It is also interesting to note in Figure 7a that the average savings from ‘eqCusp’ are almost the same as the savings from ‘eq2015+10’, with mean savings of 35.7% and 33.4%, respectively.

Discussion

The HERS Reference Home, which provides the baseline building loads and energy consumption for comparison with the Rated Home, is based on the 2004 IECC Supplement. The 2006 IECC differs from the 2004 IECC Supplement in a significant way – the envelope leakages is less for the 2006 IECC than for the 2004 IECC Supplement (and the HERS Reference Home). For the 2004 IECC Supplement and the HERS Reference Home the envelope has a specific leakage area (SLA) of 0.00048 and for the 2006 IECC the SLA is 0.00036. An SLA of 0.00048 corresponds roughly to an ach50 of 9, while an SLA of 0.00036 corresponds roughly to and ach50 of 7. Depending on climate, this envelope leakage difference can make a substantial difference in building heating and cooling loads due to natural infiltration. This difference is climate zone dependent. For climate zones 1 and 2 there is little, if any, discernible score difference. But for climate zone 3, the average modeled home score was reduced by1.5 points, for climate zones 4 and 5, the average modeled home score was reduced by 3.3 points and for climate zones 6 through 8, the average modeled home score was reduced 5.0 points for IECC envelope leakage values.

There are other meaningful differences between the 2006 IECC models and the HERS Reference. These differences stem primarily from the configuration input assumptions. The HERS Reference Home (as well as the IECC reference) use U-factors to describe the thermal envelope components. This study, on the other hand, chose to use the R-Value tables from the 2006 IECC as input for the IECC models. In a number of cases these 2006 IECC component R-Value tables do not line up precisely with the 2006 IECC U-Factors equivalents that are used as the reference against which the modeled homes are compared. These same 2006 IECC U-Factor equivalents are used for the HERS Reference Home.

The most consistent example of this difference is the treatment of ceilings and attics. For reference homes the ceiling/roof component is given as a U-factor, where the U-Factor is defined as the indoor air to outdoor air component conductance. For single-assembly roof systems, the R-Value table will line up reasonably closely with the equivalent U-Factor reference prescribed by the IECC and HERS U-Factor tables. However, for vented attics, the attic space configuration adds additional thermal resistance. As a result, the choice to use the IECC R-Value table resulted in overall ceiling/roof U-factors that are less than the U-Factors prescribed by the U-Factor tables. For example, while the prescribed reference U-factor for ceilings in climate zones 1-3 is 0.035, the attic systems modeled using R-30 ceiling insulation results in an overall ceiling/roof U-factor of 0.031. This increased efficiency in the modeled homes over the reference contributed a fairly consistent average decrease of about 2 HERS points in all climates with slightly larger than average decreases in the most northern climates and slightly smaller than averages decreases in mid-latitude and southern climates.

When differences caused by both the ceiling/attic U-Factor and the SLA differences are combined, they result in fairly significant differences in average scores. These differences are again climate zone dependent due to the large climate dependence of the SLA difference. For climate zones 1 and 2 the average reduction in score for the modeled homes is 1.8 points, due almost entirely to the difference in ceiling/attic U-Factors. For

climate zone 3, the average score reduction is 3.3 points, for climate zones 4 and 5, the average score reduction is 5.3 points and for climate zones 6 through 8, the average score reduction is 7.8 points.

Similar differences exist for wall systems. For walls, however, the differences are not systemic in the same manner. For some climates, the selection of 2006 IECC R-Values resulted in wall U-Factors that were greater than the reference U-Factor and in other climates the 2006 IECC wall R-Value selection resulted in U-Factors that were less than the reference U-Factor. In climate zones 1-4, for example, the 2006 R-Value table prescribes R-13cavity insulation. When combined with a standard framing fraction of 23%, this results in a wall U-Factor of 0.084, slightly greater the reference U-Factor of 0.082, making the modeled home slightly less efficient than its reference.

On the other hand, in climate zones 5-6, where R-13 cavity insulation plus R-5 sheathing was selected from the IECC 2006 R-value table, its U-factor of 0.057 is less than the reference U-Factor of 0.60, making the modeled home slightly more efficient than its reference. The HERS Index score changes resulting from these wall component differences in climate zones 1-6 were insignificant. However, for climate zones 7 and 8, where R-21 wall insulation was selected from the 2006 IECC R-value table, the difference between the modeled wall U-Factor and the reference U-factor was significant. With the default framing fraction of 23%, the modeled R-21 cavity insulation evaluates to an U-Factor of 0.067 while the reference U-Factor is 0.057. This constitutes a significant difference that results in an average increase in the modeled home HERS Index score of 2.5 points in climate zones 7 and 8.

Another difference exists between the 2006 IECC and the HERS references in climate zones 4-8. In these zones the reference SHGC for the IECC and HERS are different. For the 2006 IECC the NR (no requirement) entry in the table is specified to be 0.40 for the Standard Reference Design. However, for the HERS Reference Home, the technical committee that developed the HERS standard in 2005 voted to increase this value to 0.55 in climate zones 4-8 to increase the efficiency of the HERS Reference slightly for climates where solar gain is beneficial for heating. For climate zones 4 and 5, this difference resulted in only a 0.6 point increase in the modeled homes. However, for climate zone 6, the SGHC difference resulted in an increase of 1.5 points in the modeled homes and for climate zones 7 and 8, a 2.3 point increase was found.
As seen in Figures 2-4, there are also differences in scores between the one-story and two-story IECC models. These differences are a result of the fact that the HERS reference home is the geometric twin of the IECC model. Thus, even though the two-story IECC model uses somewhat more energy that the one-story model, its two-story geometric twin reference also uses more energy. Table 9 provides an example of this phenomenon.

Table 9: Energy Uses and Index Scores for one-story and two-story IECC 2012 Models in Chicago, IL (Climate Zone 5A)

1-Story, 2012 IECC Model				
Energy Use:	kWh	Therms	siteMBtu	srcMBtu*
Model	7,884	731	100.0	170.4
HERSref	9,426	853	117.5	201.4
		Index Score:	85.1	84.6
2-Story, 2012 IECC Model				
Energy Use:	kWh	Therms	siteMBtu	srcMBtu*
Model	9,068	780	108.9	189.3
HERSref	11,143	941	132.1	230.7
		Index Score:	82.5	82.1
		Δ Index Score (1-Sty - 2-Sty) :	2.7	2.5

* Source multipliers: 3.365 for electricity and 1.092 for gas

Table 9 shows that the increase in site energy uses for the two-story HERS reference with respect to the one-story HERS reference is 12.5%. For the model home, this increase is 8.9%. The same is true for source energy use where the percentage increases are 14.6% and 11.1%.

The Index score for a home is determined by dividing the model home use by the reference home use. Where the denominator of the Index fraction increases by a larger percentage than the numerator, the Index score will decrease. This is a matter of mathematics, not a matter of the selected scoring method. As shown in Table 11, the Index scores are 2.7 and 2.5 points lower for the two-story home than the one-story home. Thus, where the objective is to determine the relative change in energy use of a model home with respect to a reference home of the same geometry, model homes with different geometries are not likely to produce the same Index score, even when all other attributes of the homes are identical.

Conclusions

The findings of the study show that there has been a steady and consistent increase in IECC Code stringency for residential buildings between 2006 and 2012 and that implementation of the new NAECA standards for hot water and space heating and cooling equipment will increase overall energy saving still further.

Best-Case HERS Index Scores

Table 10 presents the climate zone average HERS Index scores for the overall *best-case* configuration (2-story, north-south orientation). HERS Index scores decline with each successive generation of the IECC and again with the implementation of the latest NAECA standards. The impact of equipment that is on the cusp of greater market adoption reduces the HERS Index scores even further and initiatives like the DOE Challenge Home program will likely push the state-of-the-art in home construction to

HERS Index scores that are even 10% better than those for equipment that is on the cusp of wide-spread adoption.[2]

Table 10: *Best-Case* Climate Zone Average HERS Index Scores

Climates:	2006	2009	2012	eq2015r	eqCusp	eqCusp+10	% Wgt[3]
Zone 1	94	77	73	68	58	52	0.96%
Zone 2	93	77	71	67	57	52	21.43%
Zone 3	92	76	69	66	56	51	25.77%
Zone 4	90	79	73	72	60	54	22.76%
Zone 5	89	80	77	77	61	55	21.03%
Zone 6	90	82	76	76	60	54	6.79%
Zone 7	93	85	75	75	59	53	0.75%
Zone 8	94	86	77	77	59	53	0.50%
U.S. Average	92	80	74	72	59	53	n/a
U.S. Wgt'd Avg.	91	78	73	71	59	53	99.99%

Two sets of U.S. averages are provided. The first is a simple average and the second is a weighted average that uses the new home market share in each climate zone to weight the climate zone averages to a national average. Weighting factors used to derive the weighted averages are provided in the right-most column of Table 10. There are only small differences between the simple U.S averages and the weighted U.S. averages.

When market-ready, high-efficiency equipment that is on the cusp of wide-spread adoption due to the EPA ENERGY STAR and DOE Challenge Home programs is considered, energy savings are further increased. For these 'eqCusp' models, the U.S. average HERS Index score was 59. As previously shown in Figure 5, increasing energy savings by just 10%, results in *best-case* HERS Index scores with a U.S. average of 53. These HERS Index scores fairly closely represents the stated goal of the DOE Challenge Home program. As a result of the changes in the IECC and NAECA standards, such homes are likely to have achieved reasonable market penetration by 2015 when the new NAECA standards are fully implemented.

Ratings and Codes

Across the nation, state and local governments are adding a HERS Index Score target as a performance compliance option to their building energy code. To date code jurisdictions in the states of Arkansas, Colorado, Idaho, Kansas, New Mexico, New York and Massachusetts have incorporated a HERS Index Score option in their residential energy codes. For a listing of jurisdictions that have incorporated a HERS Index Score into their energy code see http://resnet.us/professional/main/Hers_index_and_energy_codes.

For jurisdictions attempting to establish a HERS Index Score compliance option that complies with the IECC, it is important to select an appropriate target value that ensures that most homes would be equivalent to or exceed energy savings of an IECC-compliant home. The 2009 and 2012 IECC do not award credit for heating, cooling, water heating

[2] For example, see U.S. DOE Challenge Home guidelines
[3] Personal communication with Craig Drumheller, NAHBRC, December 28, 2012.

or appliance upgrades, which do receive energy saving credits using the HERS method. Thus, a home that achieves a HERS 73 in climate zone 4, through a combination of envelope and equipment and appliance upgrades, will not necessarily achieve compliance with the 2012 IECC, which measures compliance based only on the thermal envelope efficiency with no credits for equipment or appliance upgrades.

HERS Index scores that are lower than the 'eqCusp' levels tend to account for HVAC equipment likely to be installed in the near future, irrespective of code requirements. These scores – an average of 60 – could be a reasonable option to consider as a target. A more conservative approach, and one that would increase the likelihood that most homes would be equivalent to the 2012 IECC, would be to use the 'eqCusp+10' values (an average of 54). Additionally, using a more conservative target value will allow the target to remain in place for longer without the need for revision as equipment, appliances, and other features improve.

Table 11 presents the overall climate zone average HERS Index score for all home configurations (*best-case*, *worst-case*, one-story and two-story) for each climate zone along with the U.S. simple average and weighted average scores for each version of the IECC and for the revised NAECA equipment standards ('eq2015r'). These scores represent the average HERS Index scores that would result from compliance with the IECC under specific scenarios. For example, the 2009 and 2012 values represent the average HERS Index score in the absence of equipment or appliance upgrades and other features not considered by the IECC. As stated above, equipment upgrades are not uncommon in new homes. Thus, for a HERS score to assure compliance with the 2009 or 2012 IECC that score would need to be set significantly below these values, at levels shown in the last two columns of Table 11 (i.e., HERS 54-60 as a national average).

Table 11: Climate Zone Average HERS Index Scores for all Configurations

Climates	2006	2009	2012	eq2015r	eqCusp	eqCusp+10
Zone 1	97	79	74	69	59	53
Zone 2	96	79	73	68	58	53
Zone 3	94	78	71	68	58	52
Zone 4	92	82	76	74	61	55
Zone 5	91	82	80	80	63	57
Zone 6	92	83	79	79	62	56
Zone 7	93	85	78	78	60	54
Zone 8	96	86	79	79	61	54
U.S. Average	94	82	76	74	60	54
U.S. Wgt'd Avg.	93	80	75	73	60	54

The overall U.S. simple-average and weighted-average HERS Index scores presented in Table 11 are 1-2 HERS Index points greater than the *best-case* results presented in Table 10. A box and whisker plot of the data set from which Table 11 values are derived is shown in Figure 8.

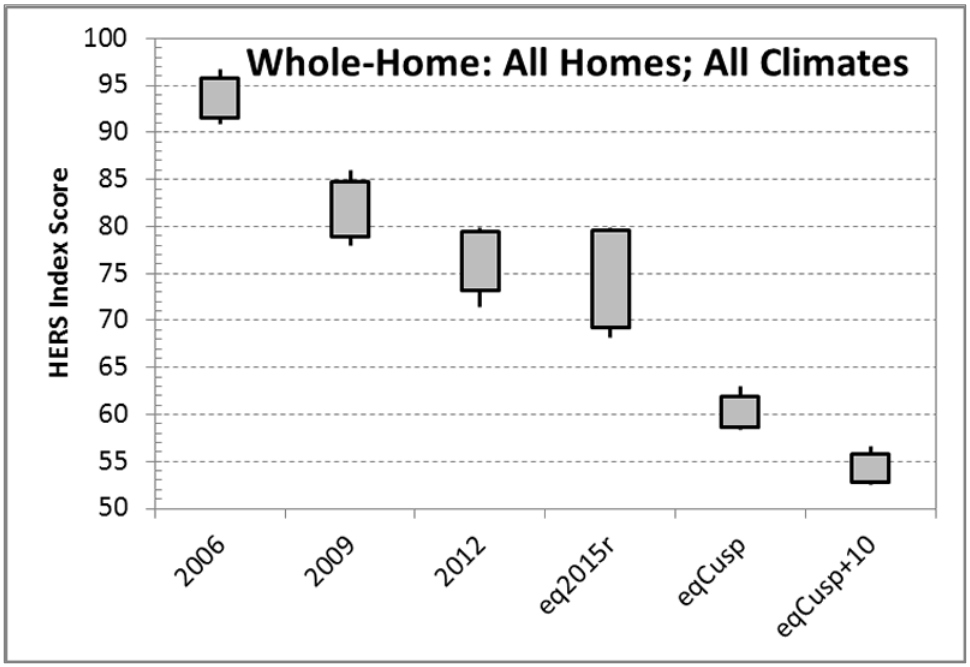

Figure 8. Box and whisker plot for all cases and all climate zones showing HERS Index scores for the versions of the IECC and equipment studied with gas furnace rule vacated.

Since the difference between the *best-case* and *worst-case* configurations consists of only a 90° rotation of the home, this average is representative of the overall average likely to be achieved in new construction. Therefore, overall averages of the *best-case*, *worst-case* and one-story and two-story homes show the HERS Index score likely to result from compliance with the IECC if equipment and appliance credits are not considered. For jurisdictions that seek to tie code compliance to a HERS Index score that would include equipment and appliance trade-off credits, designating the HERS Index scores in the 'eqCusp' or preferably the 'eqCusp+10' column in Table 11 as the target will more likely to result in homes that achieve compliance with the various versions of the IECC.

One additional consideration is important. The HERS Index score represents whole-home energy use, while the IECC considers only the energy uses for space heating, space cooling, service hot water and lighting. The savings associated with whole-home energy use represented by the HERS Index include appliance energy end uses that are not considered by the IECC. As a result, the whole-home energy savings percentages determined through calculation of the HERS Index scores underestimate the energy savings percentage that would be attributable to only the IECC energy end uses. Fortunately, the appliance energy uses that are considered by the HERS Index scores are known quantities that can be removed from the raw HERS Reference Home and Rated Home data such that the Code-only savings can be calculated. Figure 9 shows the resulting savings as a box and whisker plot.

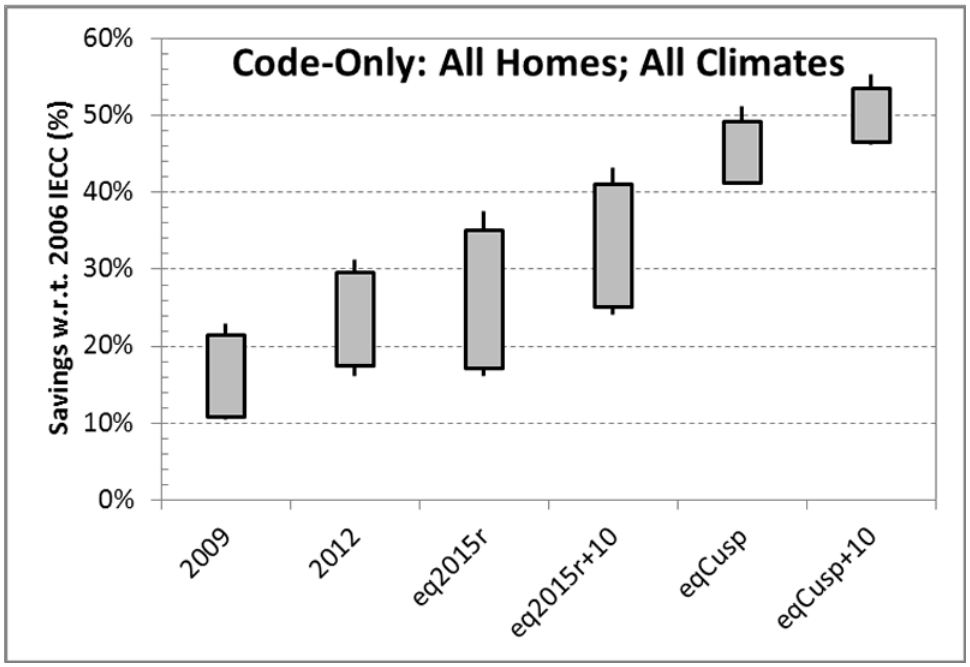

Figure 9. Box and whisker plot showing Code-only savings with respect to the 2006 IECC for the options studied with the gas furnace Rule vacated.

Again, we note that the variance for the revised 2015 equipment standards is significantly larger than for all other options. This occurs because vacation of only the gas furnace Rule results in no incremental savings over 2012 IECC in climate zones 5-8 but significant saving in warmer climate zones where the new heat pump cooling and heating efficiency standards remain in effect.

Finally it is illustrative to provide a summary plot of the climate weighted average savings for the U.S. as a whole. Figure 10 provides these data in a bar chart that illustrates not only the differences between the whole-home savings and the Code-only savings but also shows the impact of vacating the gas furnace Rule. Figure 10a provides data for the original NAECA standards including the gas furnace Rule and Figure 10b provides the same data and for the revised standards without the gas furnace Rule.

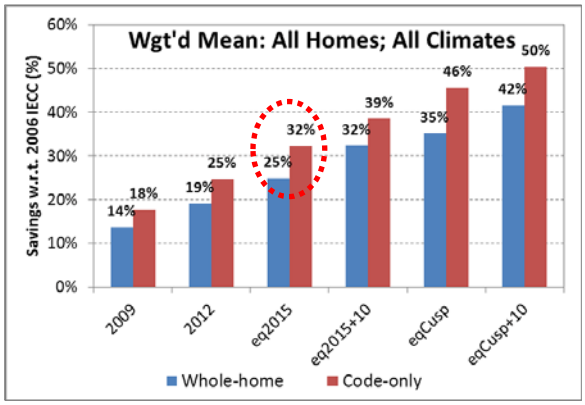

Figure 10a. Weighted mean energy savings with respect to 2006 IECC for options including the gas furnace Rule.

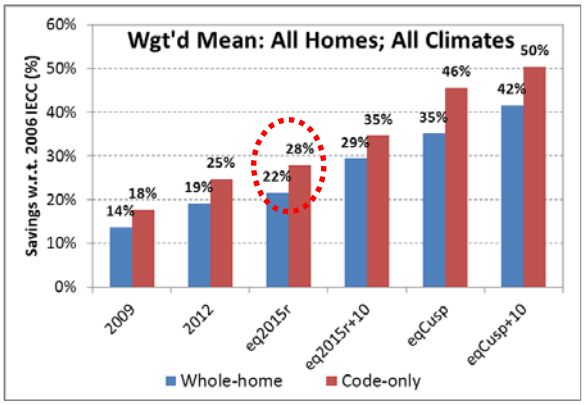

Figure 10a. Weighted mean energy savings with respect to the 2006 IECC for options excluding the gas furnace Rule.

One sees from Figure 10 that Code-only savings exceed whole-home savings by 4-5% for the 2009 and 2012 code. However, for the 'eqCusp' options the Code-only savings exceed the whole-home savings by 8-10%. This occurs because all of the savings from the 2009 and 2012 IECC are derived without benefit of improved heating and cooling system performance. On the other hand, the eqCusp options provide improved heating, cooling and water heating savings, reducing these energy uses as compared with the baseline (the 2006 IECC).

One additional insight that can be gleaned from Figure 10 is that it is indeed possible, and even reasonable, to expect that we can achieve savings of 50% as compared with the 2006 IECC – all it takes is a small increment of additional efficiency compared with equipment that is on the cusp of wide-spread adoption in the market.

References

ICC, 2006, "2006 International Energy Conservation Code." International Code Council, 500 New Jersey Avenue, NW, Washington, DC.

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RESNET, January 1, 2013, "Mortgage Industry National Home Energy Rating Systems Standards." Residential Energy Services Network, Oceanside, CA.

U.S. Department of Energy, 10 CFR Part 430, "Energy Conservation Standards for Residential Water Heaters, Direct Heating Equipment, and Pool Heaters." Federal Register/Vol. 75, No. 73/ Friday, April 16, 2010/Rules and Regulations, National Archives and Records Administration, Washington, DC.

U.S. Department of Energy, 10 CFR Part 430, "Energy Conservation Standards for Residential Furnaces and Residential Central Air Conditioners and Heat Pumps." Federal Register/Vol. 76, No. 123/ Monday, June 27, 2011/Rules and Regulations, National Archives and Records Administration, Washington, DC.

RESOLUTION NO. 3125-713

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "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, AMENDED AND RESTATED JULY 15, 2013."

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

SECTION 1. That certain document known as "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, Amended and Restated July 15, 2013," of which three copies are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record and said copies are ordered to remain on file with the City Clerk.

PASSED AND ADOPTED by the Council of the City of Avondale, July 15, 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,
AMENDED AND RESTATED
JULY 15, 2013

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
Tennant Improvement - Vanilla Shell	$ 20.00
Tennant Improvement – Office	$ 20.00
Tennant Improvement – Restaurant	$ 40.00
Tennant Improvement – Medical	$ 50.00
Residential Patio addition, etc.	$ 7.00
Residential Room Addition, Remodel etc.	$ 20.00
Fencing requiring a permit	$2.00

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 N1101.15.1 (R401.2)** is added as follows:

N1101.15.1 (R401.2) 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 N1101.15 above. Compliance may be demonstrated by use of sampling in accordance with Chapter 6 of the Mortgage Industry National Home Energy Rating System Standard as adopted by Residential Energy Services Network.

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 *piping 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 sub-section.

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 issue; 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.

A new **Section R401.2.1** is added as follows:

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 R401.2 above. Compliance may be demonstrated by use of sampling in accordance with Chapter 6 of the Mortgage Industry National Home Energy Rating System Standard as adopted by Residential Energy Services Network.

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.

ORDINANCE NO. 1521-713

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING BY REFERENCE "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, AMENDED AND RESTATED JULY 15, 2013;" AMENDING THE AVONDALE CITY CODE, CHAPTER 4, BUILDINGS AND BUILDING REGULATIONS; ESTABLISHING AN EFFECTIVE DATE AND PROVIDING PENALTIES FOR VIOLATIONS.

WHEREAS, the Council of the City of Avondale (the "City Council") approved Ordinance 1518-613 on June 3, 2013, adopting the most current editions of national and international building codes to bring uniformity to the building community and to prohibit unsafe construction procedures and materials, and amended Chapter 4 of the Avondale City Code relating to building codes; and

WHEREAS, the City Council desires to amend and restate 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 to incorporate additional sections and amend the Avondale City Code, Chapter 4, Buildings and Building Regulations, to amend provisions relating to the codification of the previously adopted 2012 International Residential Code, 2012 International Energy Conservation Code.

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, that certain document known as "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, Amended and Restated July 15, 2013" (the "Avondale Amendments") 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 document was made a public record by Resolution No. 3125-713, is 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 (Building and Building Regulations), Article VII (Energy Conservation Code), Section 4-91 (Adopted), is hereby amended to reflect the adoption of the Avondale Amendments, as follows:

That certain document designated and marked as the 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 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, AMENDED AND RESTATED JULY 15, 2013" applicable to the 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 4. 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 Avondale Amendments, as follows:

That certain document designated and marked as the 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 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, AMENDED AND RESTATED JULY 15, 2013" applicable to the 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 5. Any person found guilty of violating any provision of the Avondale Amendments 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 6. This Ordinance shall become effective at 12:01 a.m. on September 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 7. 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 8. 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, July 15, 2013.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Maintenance Improvement District Policy

MEETING DATE:
July 15, 2013

TO: Mayor and Council

FROM: Tracy Stevens, Acting Development & Engineering Services Director 623-333-4012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of a Maintenance Improvement District (MID) Policy is to provide a tool for the City to assist with maintenance of the common area improvements within new residential subdivisions, in an emergency, or should a Homeowners Association's (HOA) responsible to maintain those improvements become defunct or fail.

BACKGROUND:

During the recent economic downturn, the Neighborhood and Family Services Department would occasionally receive requests from Home Owners Asssociations asking for assistance with their landscape maintenance. These subdivisions were facing budget shortfalls and distressed landscape areas. During that time, there were so many vacant homes that not enough owners were paying their assessments, which could have resulted in the HOA's failing.

Staff researched how other Cities have handled this situation and found that some cities, use the Maintenance Improvement District (MID) Policy. Staff discussed this policy option with the City of Peoria that uses this method to keep residential neighborhoods from distress.

DISCUSSION:

Currently, all subdivisions with an HOA are responsible to maintain the common areas within their neighborhoods, as the City does not have the authority or the ability to maintain the private property. Under a MID the maintenance would be allowed, if the HOA failed.

These common areas are typically classified as private parks/open space, landscaping, irrigation systems, drainage and retention facilities, and amenities (e.g., benches, picnic ramadas, play equipment, etc.). In order to maintain these areas should an HOA fail, the City would activate the MID by levying a tax on properties within the boundaries of the approved MID. This tax would be identified on the resident's annual property tax bill as an additional charge for maintenance of those areas and amenities; however, it would remain at $0.00 on the tax bill until the City assumes the maintenance responsibility of a MID.

The requirements for the MID would include the developer providing documentation, identifying the legal boundaries; unique identifier; certification of an Assessment Diagram; a listing of rights-of-way, easements, and tracts (square footages) included in the MID; a dedication statement on the Final Plat; and an executed MID petition/waiver signed by the property owner. This documentation would be required to be submitted to the City for review at the final plat submittal stage.

The MID if adopted as a City policy will provide the City, community members, and homeowners the assurances that the common areas as originally designed and approved will continue to be

maintained for the long term should the HOA be affected by another economic downturn or fail for any reason.

BUDGETARY IMPACT:

A levy would be collected across the MID to offset its costs. Costs would include all labor; electric and water accounts associated with the MID; replacement costs of irrigation and drainage and retention items stolen, destroyed, or are not repairable; and an overhead component to offset the cost of the staff administering the contract and electric/water accounts, as well as conducting the MID inspections. The total amount of these costs would be sent to the County Assessor's office for them to allocate amongst the property owners in the MID.

The City will receive the MID tax a year in arrears and will need to recover the dollars rather than collect them in the same year they will be expended—due to the County's property tax collection process.

RECOMMENDATION:

No formal action is required. Staff requests City Council provide feedback and direction on the possible creation of a Maintenance Improvement District Policy.

ATTACHMENTS:

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No Attachments Available