

**NOTICE OF REGULAR MEETING  
COMMON COUNCIL OF THE CITY OF COOLIDGE  
MONDAY, JULY 25, 2011 - 7:00 P.M.  
COUNCIL CHAMBERS – 911 S. ARIZONA BOULEVARD  
PINAL COUNTY, COOLIDGE, ARIZONA**

*Members of the City of Coolidge City Council will attend either in person or by telephone conference call or video communication.*

**CALL TO ORDER:**

1. Pledge of Allegiance
2. Roll Call

**PRESENTATIONS:**

3. None

**CALL TO THE PUBLIC**

THE PROCEDURES TO FOLLOW IF YOU ADDRESS THE COUNCIL ARE: COUNCIL REQUESTS THAT YOU EXPRESS YOUR IDEAS IN FIVE MINUTES OR LESS AND REFRAIN FROM ANY PERSONAL ATTACKS OR DEROGATORY STATEMENTS ABOUT ANY CITY EMPLOYEE, A FELLOW CITIZEN, OR ANYONE ELSE WHETHER IN THE AUDIENCE OR NOT. THE MAYOR WILL LIMIT DISCUSSION WHENEVER HE DEEMS SUCH AN ACTION APPROPRIATE TO THE PROPER CONDUCT OF THE MEETING. AT THE CONCLUSION OF AN OPEN CALL TO THE PUBLIC, INDIVIDUAL MEMBERS OF THE COUNCIL MAY RESPOND TO CRITICISM MADE BY THOSE WHO HAVE ADDRESSED THE COUNCIL, MAY ASK STAFF TO REVIEW A MATTER OR MAY ASK THAT A MATTER BE PUT ON A FUTURE AGENDA. HOWEVER, MEMBERS OF THE COUNCIL SHALL NOT DISCUSS OR TAKE LEGAL ACTION ON ANY MATTERS DURING AN OPEN CALL TO THE PUBLIC UNLESS THE MATTERS ARE PROPERLY NOTICED FOR DISCUSSION AND LEGAL ACTION.

**BUSINESS:**

4. **Resolution No. 11-34;** A Resolution of the Mayor and City Council of the City of Coolidge, Arizona, adopting a policy and prescribing procedures for naming buildings, streets, facilities, places or natural features within the City of Coolidge limits or owned by the City of Coolidge. **Discussion and action.**
5. Consider approval of changing the maximum vacation accrual back to 320 hours per the Personnel Policies and Procedures Handbook, effective June 30, 2011. **Discussion and action.**
6. Consider approval of entering into a Construction Agreement between the City of Coolidge and Pavex Corporation for the purchase and installation of the Automated Weather Observation System (AWOS) at the Coolidge Municipal Airport. **Discussion and action.**
7. Consider approval of the recommended traffic control changes. **Discussion and action.**

**REPORT FROM THE MAYOR-COUNCIL AND/OR CITY MANAGER**

**ADJOURNMENT**

**THIS NOTICE IS POSTED IN ACCORDANCE WITH THE CITY CODE 2-4-1 OF THE CITY OF COOLIDGE AND A.R.S. §38-431, ET SEQ. ALL MEMBERS OF THE PUBLIC ARE INVITED TO ATTEND THIS MEETING.**

**DATED** this 20<sup>th</sup> day of July, 2011

  
Norma Ortiz, City Clerk

**PERSONS WITH DISABILITIES NEEDING REASONABLE ACCOMMODATIONS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETERS, SHOULD CONTACT THE ADA COORDINATOR AT (520) 723-5361 OR TDD LINE (520) 723-4653 NO LATER THAN 10:00 A.M. JULY 25, 2011.**

**NOTICE TO PARENTS:** Parents and legal guardians have the right to consent before the City of Coolidge makes a video or voice recording of a minor child. A.R.S. §1-602.A.9. Coolidge Council Meetings are recorded and may be viewed on Channel 11 and the Coolidge website. If you permit your child to participate in the Council Meeting, a recording will be made. If your child is seated in the audience your child may be recorded, but you may request that your child be seated in a designated area to avoid recording. Please submit your request to the City Clerk at (520) 723-5361, Ext. #6009.

*The Agenda and all supporting documents and materials pertaining to this Agenda together with Staff and Department Reports are available for viewing in City Hall and the Library during normal business hours.*

POST: 7-20-11

TIME: 5:00 PM.

**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

<b>SUBJECT:</b> Resolution for Naming City Buildings	<b>STAFF PRESENTER:</b> Ricky LaPaglia, Parks and Recreation Director
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**RECOMMENDATION:**

It is the recommendation that council adopt a resolution adopting a policy for naming city buildings, streets, places or natural features owned by The City of Coolidge.

**DISCUSSION:**

The purpose of this policy is to have guidelines for naming city owned building, streets, places or natural features owned by The City of Coolidge.

**FISCAL IMPACT:**

None

**Attachments**

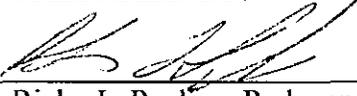
- Resolution
- Naming Policy

**REVIEWED BY:**

  
Robert Flatley – City Manager

N/A  
Lisa Pannella – Finance Director

**PREPARED BY:**

  
Ricky LaPaglia – Parks and Recreation Director

REVIEWED VIA EMAIL  
Denis Fitzgibbons – City Attorney

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**RESOLUTION No. 11-34**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, ADOPTING A POLICY AND PRESCRIBING PROCEDURES FOR NAMING BUILDINGS, STREETS, FACILITIES, PLACES OR NATURAL FEATURES WITHIN THE CITY OF COOLIDGE LIMITS OR OWNED BY THE CITY OF COOLIDGE.**

**WHEREAS**, from time to time it is necessary to name buildings, streets, facilities, places or natural features within the City of Coolidge or owned by the City of Coolidge; and

**WHEREAS**, the Mayor and City Council of the City of Coolidge desire to adopt a policy to set forth the procedures to name such buildings, streets, facilities, places or natural features; and

**WHEREAS**, the Mayor and City Council find that the adoption of a policy for naming buildings, streets, facilities, places or natural features is in the best interest of the City of Coolidge.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Coolidge, Arizona, as follows:

**Section 1.** The City of Coolidge hereby approves and adopts the Policy on Place Names and Name Changes in the form attached to and made a part of this Resolution.

**Section 2.** The provisions of this Resolution are not enacted as an emergency and shall not be effective for thirty (30) days.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Coolidge, Arizona, this 25<sup>th</sup> day of July, 2011.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

## **POLICY ON PLACE NAMES AND NAME CHANGES**

In the event that the City of Coolidge wishes to confer a specific name on a given building, street, facility, place or natural feature within the City limits or owned by the City of Coolidge, the following policy is adopted. The same policy should also be followed in reviewing or preparing the City of Coolidge's official comments or recommendations to State, Federal and/or intergovernmental boards taking actions regarding geographic names, naming or renaming.

### **Policy**

1. The City Council shall designate the names of City buildings, streets, public places, facilities and natural features by resolution. At the request of the City Council and prior to any final action by the Council, the appropriate advisory board or commission shall consider a name or the consideration of a name change for a specific building, street, public place, facility or natural feature at a regularly scheduled and advertised meeting and formally adopt a recommendation to the City Council.

### **Procedure**

1. The Mayor, a City Council member, the City Manager or any citizen or interested group may request the naming or renaming of a public building, street, place, facility or natural feature. Requests should be made in writing to the City Manager.
2. The City Manager will forward any requests for naming or name changes to the appropriate advisory board or commission for review and recommendation at a regularly scheduled public meeting of the board or commission.
3. Suggestions for names may be solicited from organizations, individuals, and the media. All suggestions, solicited or not, shall be acknowledged and recorded for consideration by the appropriate advisory board or commission.
4. If a contest or competition is to be held, the board or commission shall provide guidelines and rules for the contest.
5. The board or commission will make every effort to contact and solicit comments from surrounding property owners, residents, and affected parties before taking action on any naming or renaming of a public building, street, place, facility or natural feature.
6. The board or commission shall provide appropriate public notice on any naming actions in conjunction with other agenda items for regularly scheduled meetings. A period of 30 days shall be provided for any written public comment on any naming action and the board or commission shall provide an opportunity for public comment on any naming action.
7. Following a public hearing at a regular meeting and the 30 day comment period, the board or commission shall forward all naming or renaming actions to the City Council with a recommendation for approval or denial. The board or commission will also forward any historical and/or supportive information to the City Council appropriate to justify the recommendation.
8. The City Council, upon receipt of a recommendation from the board or commission may hold a public hearing prior to any final action.

9. The City Council shall approve or disapprove any naming or renaming action by resolution.
10. The City Manager, upon approval of the naming or renaming action by the City Council, shall implement names or name changes of public buildings, streets, places, facilities, and/or natural features. The City Manager shall notify those who have submitted the suggestion as well as the other appropriate offices and agencies. Upon City Council denial of a name or name change, the City Manager shall notify those who sponsored the name change.
11. The City Manager will notify the board or commission of any approval or denial action taken by the City Council.

### **Criteria**

Recognizing that the naming or renaming of a public building, street, place, facility or natural feature should be approached cautiously with forethought and deliberation, the following criteria are established:

1. To avoid duplication, confusing similarity or inappropriateness, the board or commission, in considering name suggestions, shall review existing building and facility names.
2. Consideration in naming buildings and facilities shall be given to geographical location, historical or cultural significance, and natural or geological features.
3. Buildings or facilities may be named for an individual if that individual has enhanced the quality of life within the City. Such buildings or facilities may be named for a deceased person provided one or more years have lapsed between the consideration for naming and the time of death. Outstanding service shall be performed in one or more of the following categories:
  - A. Involvement in a leadership role in civic organizations which are devoted to community improvement.
  - B. Assistance to the underprivileged, economically disadvantaged, physically and/or mentally handicapped.
  - C. Actively promoted and directed community events and activities which have clearly added to the enrichment of the quality and quantity of cultural life within the community.
  - D. Actively promoted and implemented effective youth programs and activities within the community for the City's young people.
  - E. Actively promoted and implemented effective programs and activities within the community for the senior citizens of the community.
  - F. Assumed an active leadership role in developing and implementing programs directed to the improvement of the visual aesthetic appearance of the community at the commercial, public or residential level.
  - G. Assumed an active leadership role in developing programs and/or facilities for collecting, promoting and retaining the many aspects of the natural or historical heritage of the

community.

- H. Assumed an active leadership role in developing programs and directed facilities toward the improvement of the community social needs as well programs directed toward humanitarian purposes.
4. Facilities may be named for an individual (alive or deceased) if that individual has made a significant direct financial grant to the City of Coolidge for purposes of developing a particular building or facility.
  5. Facilities may be named after research reveals that the area around the facility has been commonly, yet unofficially, named by the residents in the area.
  6. In all cases, the City Council will have the sole discretion of accepting or rejecting the proposal.
  7. Portions of a facility may have another name than that of the entire facility or features may be dedicated to or in honor of a person.
  8. In the development of facilities, address designation shall be used until the formal naming of the facility. Whenever possible, naming shall be made prior to completion of purchase or construction of the building or facility.
  9. Once a name has been officially approved by the City Council, changes should be strongly resisted.
  10. Changes of names for public buildings, facilities and man-made places such as parks should only be approved when they do not violate historical or common usage names.
  11. Street names, plats, specific sites and places and natural features indicated on general usage maps for fifty years or more should only be changed under exceptional circumstances.
  12. Attention should be paid to maintaining sequential, numerical and alphabetical naming patterns when considering any street name changes or additions.
  13. Historical names placed on designated landmarks listed on a Register of Historic Places shall not be changed.

CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM

<b>SUBJECT: Maximum Vacation Hours</b>	<b>STAFF PRESENTER:</b> Lisa Pannella, Finance Director
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**RECOMMENDATION:**

Change maximum vacation accrual back to 320 hours per the Personnel Policies and Procedures handbook, effective June 30, 2011.

**DISCUSSION:**

Attached you will see the Council Action form and the minutes from the July 12, 2010 Council meeting. The discussion was to temporarily change the maximum vacation accrual from 320 hours to 360 hours to accommodate the furlough days. However, the motion made it clear that the furlough expired on June 30, 2011, but it did not make it clear that the vacation accrual was to expire on June 30, 2011 as well. The City Attorney thought we should have this clarified.

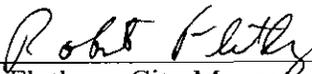
**FISCAL IMPACT:**

Leaving the vacation accrual at 360 hours creates an additional liability, for one week of pay, for employees who reach the maximum, to be paid out when leaving employment with the City. Currently there are 20 employees near or at the maximum accrual. At their current rate of pay it would be approximately \$21,000.

**Attachments**

*Council Action Form from the July 12, 2010 meeting*  
*Minutes from the July 12, 2010 meeting*

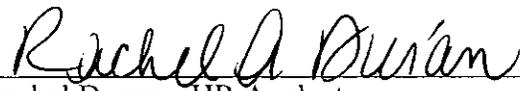
**REVIEWED BY:**

  
Robert Flatley – City Manager

**PREPARED BY:**

  
Lisa Pannella – Finance Director/CFO

*REVIEWED VIA EMAIL*  
Denis Fitzgibbons – City Attorney

  
Rachel Duran – HR Analyst

**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

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**SUBJECT:** Define unpaid furlough for all employees for FY 10/11

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**STAFF PRESENTER:** Lisa Pannella, Finance Director

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**RECOMMENDATION:**

Approval to institute an unpaid furlough equal to a 5% reduction in pay for all full time and regular part time employees beginning July 3, 2010 through June 30, 2011; allowing a bank of 104 furlough hours for full time and 52 furlough hours for regular part time to be used in accordance with the City's furlough guidelines.

**DISCUSSION:**

At the March 22, 2010 Council meeting Council approval to institute one unpaid furlough day per month per employee beginning with July 1, 2010. Since that time we are proposing to use the same guidelines as the City of Glendale regarding unpaid furlough. We realized that a 5% reduction in pay (as reflected in the budget) is equal to 104 hours of furlough instead of 96 hours. We would like to amend that action to reflect the hours and not a day. This works better, as some employees work 10 hour days and some 8 hour days. We also realized that we need to temporarily expand the cap on total accrued hours in vacation from 320-360 as some employees would lose vacation time trying to use the furlough days in the time span allotted.

**FISCAL IMPACT:**

Approximately \$386,901 (includes all funds) will be saved in the FY 10/11 budget.

**Attachments**

*Furlough Guidelines*

**REVIEWED BY:**

**PREPARED BY:**

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Robert Flatley – City Manager

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Lisa Pannella – Finance Director/CFO

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Denis Fitzgibbons – City Attorney

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Rachel Duran – HR Analyst

the City of Coolidge and the Federal Aviation Administration (FAA) for the purchase and installation of an Automatic Weather Observation System (AWOS) at the Coolidge Municipal Airport.

Consider approval of the updates to the Capital Improvement Plan adopted on July 31, 2006.

Consider approval of instituting an unpaid furlough equal to a 5% reduction in pay for all full-time and regular part-time employees beginning July 3, 2010 through June 30, 2011; allowing a bank of 104 furlough hours for full-time and 52 furlough hours for part-time to be used in accordance with the City's furlough guidelines.

Consider approval of making the first quarterly payment to the Central AZ Regional Economic Development Foundation (CAREDF) in the amount of \$8,006.25 as budgeted.

Councilmember Lister to adopt Resolution No. 10-23; A Resolution of the Mayor and City Council of the City of Coolidge, Arizona, accepting an Airport Improvement Program (AIP) Grant; and authorizing and directing the City Manager to enter into a Grant Agreement between the City of Coolidge and the Federal Aviation Administration (FAA) for the purchase and installation of an Automatic Weather Observation System (AWOS) at the Coolidge Municipal Airport. **SECOND** was made by Councilmember Curry and passed unanimously by roll call vote.

Finance Director Pannella advised Council of the annual budgeted updates made to the Capital Improvement Plan for FY 10/11, stating these items will remain frozen under this fund unless brought to the Council for approval. There was discussion. **MOTION** was made by Councilmember Lister to approve the updates to the Capital Improvement Plan adopted on July 31, 2006. **SECOND** was made by Councilmember Rotz-Lopez and passed unanimously.

Finance Director Pannella advised Council of the proposed furlough guidelines for the City to implement unpaid furloughs for all full-time and regular part-time employees for FY 10/11, stating the City would also need to temporarily expand the cap on the total accrued hours in vacation from 320 to 360 hours. There was discussion. **MOTION** was made by Vice-Mayor Lopez to approve of instituting an unpaid furlough equal to a 5% reduction in pay for all full-time and regular part-time employees beginning July 3, 2010 through June 30, 2011; allowing a bank of 104 furlough hours for full-time and 52 furlough hours for part-time to be used in accordance with the City's furlough guidelines, expanding the cap on the total accrued hours in vacation from 320 to 360 hours. **SECOND** was made by Councilmember Lister and passed with six (6) YES votes and one (1) NO vote by Councilmember Curry.

City Manager Flatley advised Council of the request to make the first quarterly membership payment to Central Arizona Regional Economic Development Foundation (CAREDF) in the amount of \$8,006.25. Mr. Barry Albrecht was present to give a brief report on economic development for Coolidge.

CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM

**SUBJECT:** Enter into Contract with PAVEX Corp. for the purchase and installation of the Automated Weather Observation System (AWOS) at the Coolidge Municipal Airport in the amount of \$114,333.00

**STAFF PRESENTER:** C. Alton Bruce

**RECOMMENDATION:**

Staff recommends that Council enter into this contract.

**DISCUSSION:**

The bid for this project was awarded to PAVEX in a previous Council meeting for an amount of \$114,333.00. This was substantially lower than the engineer's estimate for the project and well within the available funding. We would expect construction and installation to be complete by this fall. This contract has been reviewed by the City Attorney's office.

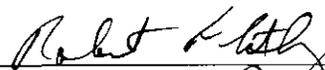
**FISCAL IMPACT:**

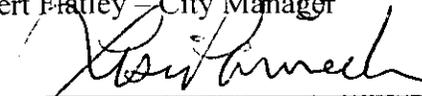
This project is funded by grants from the FAA and ADOT for 97.5% of the cost. Coolidge's maximum expenditure for this project is \$5075.00 with an expected expenditure of \$4,000.

**Attachments**

- Construction Contract
- Bid Tabulation
- Grant Summary

**REVIEWED BY:**

  
Robert Flatley – City Manager

  
Lisa Pannella – Finance Director

**PREPARED BY:**

  
C. Alton Bruce – Growth Mgmt. Director

## CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between City of Coolidge, Arizona, party of the first part, hereinafter designated the OWNER, and Pavex Corp. of the City of Tucson, County of Pinal, and State of Arizona, party of the second part hereinafter designated the CONTRACTOR.

### WITNESSETH:

That the said Contractor has covenanted, contracted and agreed, and by these presents does covenant, contract and agree with the said OWNER, for and in consideration of the payments made as provided for herein, to the Contractor by the said Owner, and under the penalty expressed in the Bond hereto attached, at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this Agreement free from all claims, liens and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for Aircraft Parking Apron, Coolidge Municipal Airport, in the County of Pinal, State of Arizona.

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Plans. The Specifications and Drawings furnished by the Contractor and his Proposal and the additional drawings or prints and other information to be furnished by the Contractor in accordance with the Specifications are made a part of this Agreement when and as approved by the Engineer. The said Specifications and Plans prepared by the Engineer for the said Owner are intended to be complementary and all specifications, plans, drawings and prints furnished by the Contractor shall coordinate therewith. Any work appearing in or upon the one and not mentioned in the other, shall be executed according to the true intent and meaning of the said Specifications and Plans, Drawings or Prints, the same as though the said work was contained and described in all.

The "NOTICE TO CONTRACTORS," "INFORMATION FOR BIDDERS," "SPECIAL PROVISIONS," "TECHNICAL SPECIFICATIONS," "PROPOSAL," "BID SECURITY," "LABOR AND MATERIAL BOND," "PERFORMANCE BOND," "PLANS," "REFERENCED STANDARD DETAILS," "ADDENDA," "BULLETINS," and "SUPPLEMENTAL SPECIFICATIONS," thereto, are hereby understood to be a part of this Contract.

It is further covenanted and agreed that all work under this Contract shall be completed in the time specified in the "INFORMATION FOR BIDDERS."

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the Engineer of the Authority, or his properly authorized agents, by whose calculations the quantities and amounts of the work performed under this Contract shall be determined and on whose inspection all work shall be accepted or rejected. The said Engineer shall have full power to reject or condemn all materials furnished or work performed under this Contract, which do not conform to the terms and conditions herein expressed.

To prevent all disputes and litigation, it is further agreed by and between the said Authority and said Contractor, that said Engineer shall determine all questions in relation to the work and the construction thereof, and he shall in all cases decide all questions which may arise relative to the execution of the work under this Contract on the part of the said Contractor, and his decision, in case any questions may arise, shall be a condition precedent to the right of said Contractor to receive any money or compensation for anything done or furnished under this Contract.

Contractor shall provide Owner with his Waiver(s) of Lien with the Contractor's request for any interim or progress payments during the course of the Work. Lien Waiver(s) from Contractor, any and all Subcontractor(s) and Material Supplier(s) shall be provided and accepted by Owner before final payment is made to the Contractor upon completion of the Project. The Owner also reserves the right to issue joint checks to the contractor and subcontractor(s), material suppliers as may be required.

SCRUTINIZED BUSINESS OPERATIONS: In signing this Contract, Contractor certifies pursuant to ARS §35-391 that it does not have scrutinized business operations in the Sudan and pursuant to ARS §35-393 that they do not have scrutinized business operations in Iran.

UNDOCUMENTED WORKERS: Contractor understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. '41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors (aSubcontractor@) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. '23-214(A) (hereinafter aImmigration Warranty@). A breach of the Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of Subcontractors to ensure compliance with Immigration Warranty. Contractor agrees to assist the City in regard to any random verification(s) performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Immigration Warranty if they establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. '23-214, Subsection A.

The provisions of this paragraph must be included in any contract the Contractor enters into with any and all of its Subcontractors who provide services under this Contract or any subcontract. aServices@ are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

GOVERNING LAW AND VENUE: The terms and conditions of this Contract shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement

shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county.

IN WITNESS WHEREOF, five (5) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinbefore named, on the date and year first herein written.

City of Coolidge, Arizona  
(Party of the First Part - Owner)

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_

Clerk \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
(Attorney)

Pavex Corp.  
(Party of the Second Part - Contractor)

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CONTRACT PERFORMANCE BOND  
STATUTORY PERFORMANCE BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES**  
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS: THAT

That, \_\_\_\_\_ (hereinafter called the Principal), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the City of \_\_\_\_\_, (hereinafter called the Surety) as Surety, are held firmly bound unto the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the Obligee) in the amount of \_\_\_\_\_, (\$ \_\_\_\_\_ ) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011, to construct *PURCHASE AND INSTALL AWOS* Project #AIP 3-04-0011-007-2010 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract with or without notice to the Surety, and during the life of any guaranty required under the contract and also performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit to recover on this bond shall also recover as part of his judgment such reasonable attorney's fees as may be fixed by a Judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
AGENCY OF RECORD

\_\_\_\_\_  
AGENCY ADDRESS

\_\_\_\_\_  
PRINCIPAL                      SEAL

By \_\_\_\_\_

\_\_\_\_\_  
SURETY

By \_\_\_\_\_



**NOTICE TO PROCEED**

DATED: \_\_\_\_\_

TO: Pavex Corporation  
4001 E. Michigan Street  
Tucson, Az 85714

PROJECT NAME: COOLIDGE MUNICIPAL AIRPORT  
PURCHASE AND INSTALL AWOS

In accordance with the Contract dated \_\_\_\_\_, you are notified that the Contract Time under the above Contract will commence to run on \_\_\_\_\_. By that date, you are to start performing your obligations under the Contract Documents and you are to complete the work within 125 consecutive calendar days. The date of completion of all work is therefore \_\_\_\_\_. Official time extensions thereto shall be considered and authorized in strict conformance with the General Conditions and/or Specifications.

Before you may start any work at the site, you must deliver to Owner Certificates of Insurance which are you required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the site, you must return a copy of this Notice to:

Attention Alton Bruce, Growth Management Director  
City of Coolidge  
131 West Pinkley Avenue  
Coolidge, Arizona 85128

(Use Certified Mail)

City of Coolidge

BY: \_\_\_\_\_  
Public Works Director

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED  
Is hereby acknowledged.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF ARIZONA    )  
                                  ) ss.  
County of \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by  
\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

**Coolidge Municipal Airport**  
**AIP 3-04-0011-007-2010**  
**ADOT E1F22**  
**Bid Tabulation**

05/04/2011

**Bid Opening 04/29/2011**

Item No.	Spec. No.	Item	Quantity	Unit	Unit Cost	Total Cost	Engineer's Estimate		Pavex Corp.		AJP Electric, Inc.		Paul R. Peterson Construction		TLL Electric		Rural Electric Inc.		
							Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
<b>PURCHASE AND INSTALL AWOS</b>																			
1	M-101-4.1	Mobilization	1	LS	10,000.00	10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 8,056.00	\$ 8,056.00	\$ 14,388.00	\$ 14,388.00	\$ 10,000.00	\$ 10,000.00			
2	M-103-3.1	Misc Utility Relocation Temporary Construction Signage	1	FA	5,000.00	5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
3	M-105-3.1	Barricading	1	LS	3,000.00	3,000.00	\$ 328.00	\$ 328.00	\$ 5,000.00	\$ 5,000.00	\$ 2,570.00	\$ 2,570.00	\$ 2,520.00	\$ 2,506.00	\$ 2,506.00	\$ 400.00	\$ 400.00		
4	M-110-3.1	Site Preparation	1	LS	10,000.00	10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 12,915.00	\$ 12,915.00	\$ 7,783.00	\$ 7,783.00	\$ 15,000.00	\$ 15,000.00			
5	16901-3.5	AWOS System	1	LS	119,000.00	119,000.00	\$ 98,400.00	\$ 98,400.00	\$ 114,000.00	\$ 114,000.00	\$ 109,058.00	\$ 109,058.00	\$ 110,720.00	\$ 110,720.00	\$ 134,000.00	\$ 134,000.00			
6	02300-4.02	Bore 2" PVC Conduit	325	LF	25.00	8,125.00	\$ 7.00	\$ 2,275.00	\$ 20.00	\$ 6,500.00	\$ 19.16	\$ 6,227.00	\$ 35.00	\$ 11,375.00	\$ 14.00	\$ 4,550.00			
7	L-108-5.1	AWOS Feeder #48 5KV THWN	2,400	LF	2.50	6,000.00	\$ 0.50	\$ 1,200.00	\$ 2.00	\$ 4,800.00	\$ 1.84	\$ 4,416.00	\$ 1.29	\$ 3,096.00	\$ 0.77	\$ 1,848.00			
8	L-110-5.1	Trenching and Backfill	475	LF	8.00	3,800.00	\$ 2.00	\$ 950.00	\$ 10.00	\$ 4,750.00	\$ 15.88	\$ 7,543.00	\$ 6.21	\$ 2,949.75	\$ 6.73	\$ 3,196.75			
9	L-110-5.2	2" Direct Burial Duct (PVC)	475	LF	4.00	1,900.00	\$ 0.80	\$ 380.00	\$ 4.00	\$ 1,900.00	\$ 2.43	\$ 1,154.25	\$ 1.16	\$ 551.00	\$ 0.95	\$ 451.25			
10	L-110-5.3	Pull Boxes	3	EA	1,000.00	3,000.00	\$ 600.00	\$ 1,800.00	\$ 1,000.00	\$ 3,000.00	\$ 441.00	\$ 1,323.00	\$ 1,263.00	\$ 3,789.00	\$ 1,000.00	\$ 3,000.00			
<b>Total Bid</b>								<b>\$ 169,825.00</b>		<b>\$ 114,333.00</b>		<b>\$ 149,950.00</b>		<b>\$ 158,212.25</b>		<b>\$ 162,157.75</b>		<b>\$ 177,446.00</b>	
<b>Bid Form Total</b>								<b>\$ 114,333.00</b>		<b>\$ 149,950.00</b>		<b>\$ 158,212.25</b>		<b>162157.75</b>		<b>177446</b>			
<b>Difference</b>								<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	

COOLIDGE MUNICIPAL AIRPORT

PRELIMINARY PROJECT FUNDING

SUMMARY

AIP 3-04-0011-007-2010  
ADOT E1F22

FAA AIP 3-04-0011-007-2010

ITEM	TOTAL COST	FED (95.0%)	STATE E1F22	LOCAL
<b>PURCHASE AND INSTALL AWOS</b>				
1				
AOS 10-01, No. 31904.00001				
Wilcox Professional Services- Design Services	23,694	22,509	592	592
Wilcox Professional Services- Bidding & Construction Services	20,980	19,931	525	525
<b>Sub-Total</b>	<b>\$ 44,674</b>	<b>42,440</b>	<b>1,117</b>	<b>1,117</b>
<b>CONSTRUCTION</b>				
2				
Pavex Corp. Bid 4/29/2011				
	\$ 114,333	108,616	2,858	2,858
<b>Sub-Total</b>	<b>\$ 114,333</b>	<b>108,616</b>	<b>2,858</b>	<b>2,858</b>
<b>SPONSOR ADMINISTRATION</b>				
3				
City of Coolidge (Estimate)				
	\$ 1,000	950	25	25
<b>Sub-Total</b>	<b>1,000</b>	<b>950</b>	<b>25</b>	<b>25</b>
<b>PROJECT TOTAL</b>	<b>\$ 160,007</b>	<b>\$ 152,007</b>	<b>\$ 4,000</b>	<b>\$ 4,000</b>
<b>AVAILABLE FUNDING</b>	<b>\$ 203,000</b>	<b>192,850</b>	<b>5,075</b>	<b>5,075</b>

**PROJECT NUMBER** AIR-17  
**PROJECT TITLE** Install Weather Reporting Equipment - Standards  
**PROJECT DESCRIPTION** Design and install AWOS system  
**PROJECT LOCATION** Airport  
**PROJECT BENEFITS** Conforms to adopted plans, goals, objectives and policies

**COMMENTS**

PROJECT COST	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	TOTAL
Engineering /Design						\$0
Preliminary Study						\$0
Construction	\$157,894					\$157,894
Land						\$0
Equipment						\$0
Debt Service Bonds						\$0
Labor by City forces						\$0
<b>TOTAL PROJECT COSTS:</b>	\$157,894	\$0	\$0	\$0	\$0	\$157,894

PROJECT FUNDING:						
General Fund						\$0
Capital Sales Tax						\$0
Transportation Fund						\$0
Enterprise Fund						\$0
Liquid Waste Fund						\$0
Solid Waste Fund						\$0
*Airport Fund	\$3,947					\$3,947
Grants / Donations	\$153,947					\$153,947
Private Sector Contributions						
Pre Paid Impact Fees						\$0
Impact Fee Credits						\$0
Developer Contribution						\$0
Bonding						\$0
Impact Fees:						
General Government						\$0
Library						\$0
Police Department						\$0
Fire Department						\$0
Liquid Waste						\$0
Solid Waste						\$0
Transportation						\$0
Parks & Recreation						\$0
<b>TOTAL PROJECT FUNDING:</b>	\$157,894	\$0	\$0	\$0	\$0	\$157,894

**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

**SUBJECT: Traffic Control Change**

**STAFF PRESENTER: Joe Brugman, Chief of Police**

**RECOMMENDATION:**

Police and Public Works staff recommends the following traffic control changes:

- Vah Ki Inn Rd., between Skousen Rd. and Kenworthy speed limit change
- Northern Ave., between Arizona Blvd and 9<sup>th</sup> Ave., speed limit changes
- Padre Kino Drive at Padre Kino Lane, install a stop sign for WB traffic
- Country Village Estates, install stop signs at currently uncontrolled intersections
  - Hess/Country Village
  - Shannon's Way/Navajo
  - Shannon's Way/Country Village
  - Midway (both ends)
  - Caroline/Navajo
  - Caroline/Country Village
  - Raymond/Country Village
- Heartland, install 25 mph speed limit signs at entrance points
  - Midway/Skousen
  - 23<sup>rd</sup>/Midway
  - Pinkley/Heartland
  - Central/Heartland
- Landmark, install 25 mph speed limit signs at entrance points
  - Baldwin Dr. entrance
  - Sunset Drive entrance

**DISCUSSION:**

The police department has noted the need for traffic quieting in and around the areas of Imagine School, West School and Coolidge High School. Additionally, staff has noted a need to place a stop sign at the intersection of Padre Kino Lane and Drive. Staff also recommends the installation of speed limit signs at the entrance points of Heartland Ranch and Landmark subdivisions and stop sign installation at seven uncontrolled intersections in the Country Village Estates subdivision. The recommended changes will serve to properly sign these areas with lawfully placed stop and speed limits and to provide a safer traffic environment for these areas.

Changes recommended:

Slow traffic on Vah Ki Inn Road between Skousen Rd. and Northern from 50 mph to 45 mph in both directions and slow traffic from Northern to Kenworthy from 45 mph to 35 mph in both directions (Vah Ki Inn Rd., east of Kenworthy Rd. is currently 35 mph).

Slow traffic on Northern Ave. between Arizona Blvd. to 9<sup>th</sup> Ave., during school hours, to 15 mph in both directions.

Remove the yield sign for south bound traffic on Padre Kino Lane and place a stop sign on Padre Kino Drive (WB) at this "T" intersection.

Place stop signs at the 7 currently uncontrolled intersections in Country Village Estates. This recommendation stems from citizen requests and is in the interest of safety

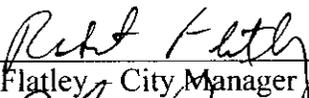
Install 25 mph speed limit signs at the seven entry points of Heartland and Landmark housing divisions. This recommendation stems from citizen requests and is in the interest of safety

**FISCAL IMPACT:**

11 Stop Signs @ \$40.00 ea	<b>\$440.00</b>
20 speed limit signs @ \$40 and \$22 ea	<b><u>\$518.00</u></b>
Total	<b>\$958.00</b>

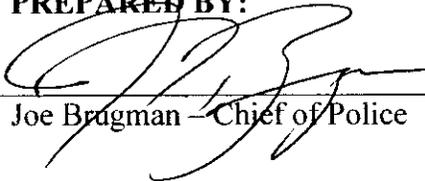
**Attachments**

**REVIEWED BY:**

  
\_\_\_\_\_  
Robert Flatley - City Manager

  
\_\_\_\_\_  
Lisa Pannella - Finance Director

**PREPARED BY:**

  
\_\_\_\_\_  
Joe Brugman - Chief of Police

\_\_\_\_\_  
Denis Fitzgibbons - City Attorney

\_\_\_\_\_  
\_\_\_\_\_