

**NOTICE OF SPECIAL MEETING
COMMON COUNCIL OF THE CITY OF COOLIDGE
MONDAY, NOVEMBER 28, 2011 – 6:30 P.M.
COUNCIL CHAMBERS – 911 S. ARIZONA BOULEVARD
PINAL COUNTY, COOLIDGE, ARIZONA**

CALL TO ORDER

1. Roll Call

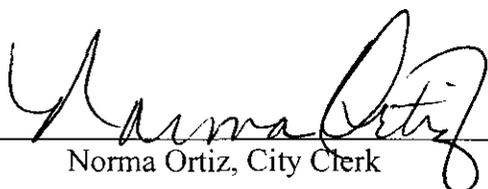
EXECUTIVE SESSION

**Pursuant to A.R.S. §38-431.03 A(3) and/or A(4);
The Mayor and Council may hold an executive session:**

2. A(3) and A(4); For discussion and consultation with City Attorney Fitzgibbons for an update concerning the lawsuit filed by Jonovich Companies, Inc., and to give direction concerning the litigation and settlement negotiations.
3. A(3) and A(4); For discussion and consultation with City Attorney Fitzgibbons to give direction in connection with filing a claim in the Western Insurance Company liquidation on assurance bonds issued by Western Insurance Company for the Cross Creek Ranch subdivision.

ADJOURNMENT

DATED this 23rd day of November, 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. NOVEMBER 28, 2011.

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: 11-23-11

TIME: 5:00 P.M.

**NOTICE OF REGULAR MEETING
COMMON COUNCIL OF THE CITY OF COOLIDGE
MONDAY, NOVEMBER 28, 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. Recognition for 35-Years of Service to Jacque Hendrie-Henry.
4. Monthly report by the Coolidge Youth Coalition.
5. New Extended Hours at Sun Life Family Medical Center.

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:

CONSENT AGENDA - ALL CONSENT ITEMS WERE REVIEWED INDIVIDUALLY. ALL CONSENT AGENDA ITEMS MAY BE ENACTED BY ONE MOTION AND APPROVED. ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY IF A MEMBER OF THE COUNCIL SO REQUESTS. CONSENT ITEMS ARE MARKED WITH AN ASTERISK (*).

6. *Ratify actions taken by City Manager Flatley to hire Kelly Williams, a former city employee as a temporary part-time Record's Clerk for the Police Department. **Discussion and action.**
7. *Consider approval of the following street closures: **Central Avenue** between 1st Street and 4th Street; **4th Street** between Central and Pinkley Avenue; **Pinkley Avenue** between 4th Street and 1st Street; **Main Street** between Central and Pinkley Avenue; and **1st Street** between Pinkley and Roosevelt Avenue for the 2011 Christmas Electric Light Parade and parade lineup scheduled to be held on Friday, December 9th, 2011. **Discussion and action.**

8. *Consider approval of lifting the hiring freeze to fill one part-time Record's Clerk position in the Police Department fully funded in the FY 11/12 Budget. **Discussion and action.**
9. *Consider approval of entering into an Intergovernmental Agreement between the Pinal County Sheriff's Office and the Coolidge Police Department regarding reimbursement of salary, overtime and employee related expenses incurred for participation in the Pinal County Narcotics Task Force (ACJA ARRA Grant #DC-12-006). **Discussion and action.**
10. Consider an Appeal filed on a Conditional Use Permit granted to Martha Rodriquez to operate a Children's Day Care Center at 585 W. Roosevelt Avenue (APN 204-08-0800) in an R-1 Single Family Zone. **Discussion and action.**
11. Planned Area Development Amendment for the property south of Martin Road and west of Arizona Boulevard/5th Street, known as the Coolidge Crossroads located on parcels 209-31-001A, 209-31-001D, 209-31-001E and 209-31-0100 for the purpose of relocating Recreational Vehicles and Manufactured Housing uses from the southeast portion of the property to the northern portion of the property along Martin Road. **Public Hearing. Discussion and action.**
12. Rezoning request submitted by Kenneth Brown to rezone the property at 1023 S. Arizona Boulevard (APN 205-16-0180) from C-2 General Business Zone to C-3 General Services Zone. **Public Hearing.**
13. **Ordinance No. 11-15;** An Ordinance of the Mayor and City Council of the City of Coolidge, Arizona, rezoning certain parcels of land from their current designation of C-2 General Business Zoning Classification to C-3 General Services Zoning Classification consisting of approximately 2 acres, more or less. The parcel of land is legally described as parcel number 205-16-0180, fully described as Lot 10 Block 1 except for the east 35 feet for 4th Street of the Southside Acres subdivision generally located just east of Arizona Boulevard and just south of Verde Lane in a portion of the northwest quarter of Section 27 of Township 5 South, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona. **Discussion and action.**
14. Consider approval of entering into an Arizona State Purchasing Cooperative Agreement between the State of Arizona Department of Administration Procurement Office and the City of Coolidge to allow the City to purchase materials and services from State Contractors at the prices and terms expressed in contracts between the State and those State contractors. **Discussion and action.**
15. **Resolution No. 11-45;** A Resolution of the Mayor and City Council of the City of Coolidge, County of Pinal, Arizona, authorizing and directing the City Manager to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for financial assistance concerning rural public transportation services. **Discussion and action.**

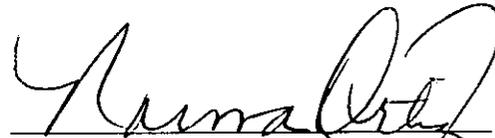
16. Consider approval of authorizing staff to solicit for public bids using an Invitation for Bid process for the fabrication of bus shelters for the local Cotton Express and regional services. **Discussion and action.**
17. Consider approval of reaffirming Resolution No. 11-12; adopted May 9, 2011, that supports a certain alignment for the North-South Freeway consistent with the City's development goals; and to forward its comments as "stakeholder input to route alternative screening" as requested. **Discussion and action.**
18. **Ordinance No. 11-16;** An Ordinance of the Mayor and City Council of the City of Coolidge, Arizona, amending Section 2-1-4 of the Code of the City of Coolidge, Arizona, regarding Vacancies in Council and providing for severability and the effective date thereof. **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 23rd day of November, 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. NOVEMBER 28, 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: 11-23-11

TIME: 5:00 P.M.

M E M O R A N D U M

November 23, 2011

TO: The Honorable Mayor and Council
FROM: Rachel A. Duran, Human Resource Analyst 
RE: Employee Years of Service Recognition

Jacqueline Hendrie-Henry is being recognized for her 35 years of service at the November 28, 2011 Council Meeting. Join me in thanking her for her hard work, commitment, and dedication to the City of Coolidge. During our Employee Recognition this past May, Jacque chose to wait for her recognition until her award (engraved watch) was ready. Although Jacque retired on November 12, 2010, Jacque had already completed her 35 years of service with the City of Coolidge on August 5, 2010. Congratulations! An award well deserved...

Recognition for **THIRTY-FIVE** Years of Service 1975-2010

Hendrie-Henry Jacqueline Executive Assistant City Manager/Finance

1284 N. Arizona Blvd.

723-9131

www.sunlifefamilyhealth.org



SUN LIFE FAMILY HEALTH CENTER

New Extended Hours - Open until 8pm

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Welcoming Patients of All Ages

- Health & Wellness for the Entire Family
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**CITY OF COOLIDGE
CITY COUNCIL ACTION FORM**

SUBJECT: Ratification of actions taken to hire Kelly Williams as a temporary part-time records clerk for the Police Department.

STAFF PRESENTER: Robert Flatley, City Manager

RECOMMENDATION:

Ratify actions taken by City Manager Flatley to hire Kelly Williams, a former city employee as a temporary part-time records clerk for the Police Department.

DISCUSSION:

Because of the current hiring freeze and recent resignation of yet another part-time Record's Clerk in the Police Department, there was an urgency to temporarily hire someone in that position to assist staff with the data entry of police records.

This appointment is only temporary until the position can be filled through the City's hiring process and until the individual selected is properly trained on the records software.

A request to lift the hiring freeze to fill a part-time Record's Clerk position in the Police Department will come before you on the November 28th council meeting.

FISCAL IMPACT:

This position is budgeted in the FY 11/12 Budget.

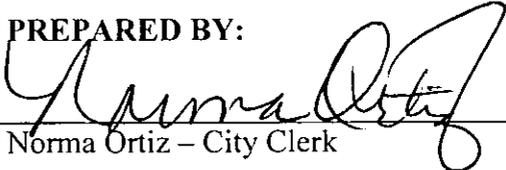
Attachments

None

REVIEWED BY:


Robert Flatley – City Manager

PREPARED BY:


Norma Ortiz – City Clerk

REVIEWED BY:


Lisa Pannella, Finance Director

**CITY OF COOLIDGE
CITY COUNCIL ACTION FORM**

SUBJECT: Street Closures for the 2011
Electric Light Parade

STAFF PRESENTER: Ricky LaPaglia, Parks
and Recreation Director

RECOMMENDATION:

The Parks and Recreation Department recommends closing portions of Central Ave., 4th Street, Pinkley Ave., Main Street, and 1st Street for the 2011 Electric Light Parade and parade lineup at 5:00pm on Friday December 9th, 2011.

DISCUSSION:

There will be crafts, games, vendors, and pictures with Santa Clause beginning at 5:00pm in San Carlos Park. The parade will begin at 7:00pm.

The proposed street closures are as follows:

Central Ave: between 1st street and 4th street.

4th Street: between Central Ave. and Pinkley Ave.

Pinkley Ave: between 4th Street and 1st Street.

Main Street: between Central Ave. and Pinkley Ave.

1st Street: between Pinkley Ave. and Roosevelt.

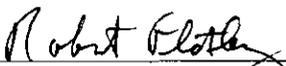
FISCAL IMPACT:

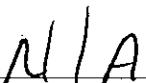
None

Attachments

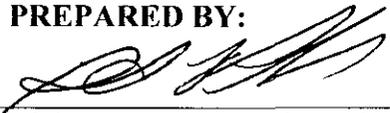
Map of the proposed parade route.

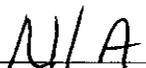
REVIEWED BY:


Robert Flatley – City Manager


Lisa Pannella – Finance Director

PREPARED BY:


Ricky LaPaglia – Parks and Recreation
Director

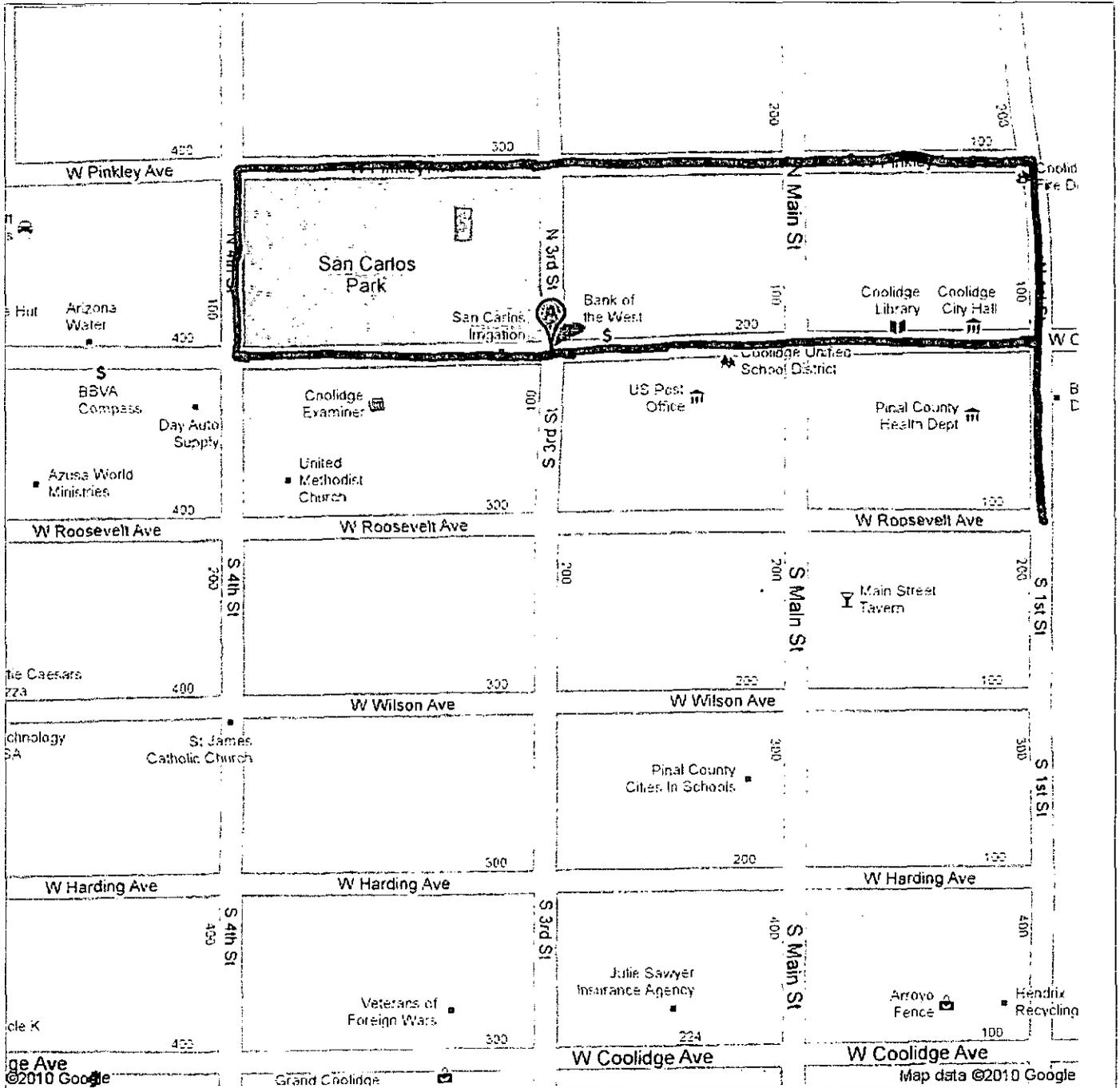

Denis Fitzgibbons – City Attorney

Print

Google maps

Address **300 W Central Ave**
Coolidge, AZ 85128

Notes



**CITY OF COOLIDGE
CITY COUNCIL ACTION FORM**

SUBJECT: Request to fill part time records clerk position	STAFF PRESENTER: Joe Brugman, Chief of Police
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RECOMMENDATION:

Police staff recommends that the City Council approve the filling of one vacant Police Part Time Records Clerk position. This position is currently fully funded in the 2011-12 Fiscal Budget.

DISCUSSION:

The police department currently has a part time records clerk position vacancy due a resignation. This position is fully funded in the current fiscal year budget, and is necessary for the police department to continue its present level of service delivery to the City. This position will be filled from the current applicant list.

FISCAL IMPACT:

None

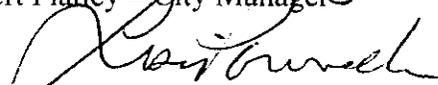
Attachments

Job description

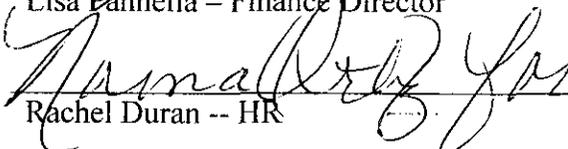
REVIEWED BY:



Robert Flatley – City Manager

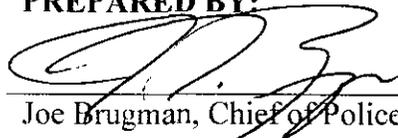


Lisa Pannella – Finance Director



Rachel Duran -- HR

PREPARED BY:



Joe Brugman, Chief of Police



Denis Fitzgibbons, City Attorney

CITY OF COOLIDGE

POSITION DESCRIPTION

TITLE:	Police Records Clerk	LAST UPDATED:	June 2006
DEPARTMENT:	Police Department	JOB CLASS:	
REPORTS TO:	Supervisor, Police Records	FLSA DESIGNATION:	Non-Exempt

Summary: Under general supervision, performs a variety of records management clerical functions for the City of Coolidge Police Department.

The intent of this position description is to provide a representative summary of the major duties and responsibilities performed by incumbent(s) in this position. Incumbent(s) may not be required to perform all duties in this description and incumbent(s) may be required to perform position-related tasks other than those specifically listed in this description.

Essential Job Functions:

- Inputs police report information into police records management system.
- Ensures the accuracy and completeness of all data entered into departmental computer systems.
- Files crime reports and other pertinent information into case files and arrest jackets.
- Enters citations and dispositions into police records management system.
- Files dispositions with relevant citations or in corresponding case files.
- Marks booking photos with correct names and personal information; files booking photos in appropriate arrest jackets.
- Pulls reports for insurance companies, other agencies, news media and the general public.
- Prepares and makes copies of reports for dissemination.
- Produces copies of records information/reports for law enforcement and court personnel.
- Scans fingerprints into State fingerprint information computer system.
- Performs general clerical duties including answering incoming calls and greeting the public.
- Provides assistance to the public; processes requests for copies of police reports.

Required Knowledge and Skills:

- Knowledge of law enforcement information and records management practices.
- Knowledge of regulations governing the confidentiality and security of public/law enforcement information and records.
- Knowledge of records retention and disposition requirements and standards.
- Knowledge of systems and software utilized in records management.
- Knowledge of general office procedures, practices, and equipment.
- Knowledge of customer service standards and protocol.

- Skill in conducting a variety of clerical functions in support of records management activities.
- Skill in maintaining the confidentiality and security of departmental records and information.
- Skill in utilizing records management and standard computer software.
- Skill in performing accurate data entry and typing 60 wpm.
- Skill in providing customer service to the public and performing general clerical functions.
- Skill in establishing and maintaining effective working relationships with other staff, law enforcement/court personnel, outside agencies, and members of the public.

CITY OF COOLIDGE

Police Records Clerk

Education, Experience, and Certifications:

- High School Diploma or G.E.D., **and** two (2) years records management experience in a law enforcement environment, **or** equivalent combination of education, training and experience.
- ACJIS Terminal Operator Certification is required.

Environmental Factors and Conditions/Physical Requirements:

- Work is performed in a standard office environment.
- Work involves standing, walking, bending, kneeling, and lifting record boxes.
- Must be able to climb ladders to store/retrieve records and lift up to 50 pounds.

Equipment and Tools Utilized:

- Equipment utilized includes personal computer, standard office equipment and computer software, records management software, multi-line telephone system, and ladder.

CITY OF COOLIDGE
CITY COUNCIL ACTION FORM

SUBJECT: Request to enter into annual IGA with the Pinal County Task Force	STAFF PRESENTER: Joe, Brugman, Chief of Police
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RECOMMENDATION:

Police staff recommends that the City Council approve entering into an IGA with the Pinal County Drug Task Force. Pinal County will pay, through grant funding, for one officer to participate in the Pinal County Task Force.

DISCUSSION:

The police department currently has an officer assigned to the Pinal County Task Force and annually enters into a new IGA to keep this position funded. Pinal County will reimburse the City of Coolidge for the salary, ERE, overtime and employee related expenses incurred due to the participation in the Pinal County Narcotics Task Force. This is an annual agreement that we have participated in for several years and this IGA has been reviewed and approved as submitted by Fitzgibbons Law Office.

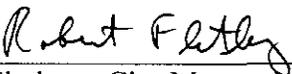
FISCAL IMPACT:

None

Attachments

Copy of IGA

REVIEWED BY:


Robert Flatley – City Manager

N/A
Lisa Pannella – Finance Director

PREPARED BY:


Joe Brugman, Chief of Police *R. STINSON FOR CHIEF BRUGMAN*

REVIEWED BY ANNE
Denis Fitzgibbons – City Attorney

**INTERGOVERNMENTAL AGREEMENT REGARDING
REIMBURSEMENT OF SALARY, OVERTIME AND EMPLOYEE
RELATED EXPENSES INCURRED DUE TO THE COOLIDGE POLICE
DEPARTMENT'S PARTICIPATION IN THE PINAL COUNTY
NARCOTICS TASK FORCE'S ACJC ARRA GRANT #DC-12-006.**

RECITALS

WHEREAS, on July 27th 2011 the Pinal County Board of Supervisors approved Pinal County's participation in the ACJC Drug, Gang and Violent Crime Control grant award by approving and signing contract number DC-12-006 in the total amount of \$166,313.00 from the Federal Recovery and Reinvestment Act. and,

WHEREAS, said contract is intended to fund operations of the Pinal County Narcotics Task Force including the salary, overtime and ERE incurred by the Coolidge Police Department during their participation in this program.

WHEREAS, ACJC Grant number DC-12-006, administered by the Pinal County Sheriff's Office, prescribes the scope, terms and duration of the program and is limited to reimbursement of one (1) Coolidge Police Officer's salary, Task Force approved Overtime, and employee related expenses incurred during the duration of this grant.

WHEREAS, the Coolidge Police Department is willing to participate in the Pinal County Narcotics Task Force under the terms of ACJC Grant number DC-12-006.

Agreement

Coolidge Police Department agrees as follows:

1. Each Party is authorized to participate in this agreement pursuant to A.R.S. 11-952.
2. Each party has read and agrees to the terms of ACJC Grant number DC-12-006, which terms are incorporated by reference into this Agreement.
3. This agreement shall terminate on 06/30/2012, or as soon thereafter as ACJC completes reimbursement of eligible expenditures for salary, approved overtime and ERE incurred during this period.
4. Each party shall complete and submit the reports and forms required by ACJC Grant number DC-12-006 and the Pinal County Sheriff's Office designee for program compliance. See below for submission schedule:

Report Period:	Due Date:	Report Period:	Due Date:
July 1 to July 31	August 7	January 1 to January 31	February 7
August 1 to August 31	September 7	February 1 to February 28	March 7
September 1 to September 31	October 7	March 1 to March 30	April 7
October 1 to October 31	November 7	April 1 to April 30	May 7
November 1 to November 30	December 7	May 1 to May 31	June 7
December 1 to December 31	January 7	June 1 to June 30	July 7

Reimbursement requests must include signed time sheets, leave requests, overtime exemption reports and proof of payment.

5. Each Party shall at all times provide and keep in full force and effect Arizona Workers Compensation Insurance as required by law. Each party shall provide the other with insurance certificates or proof of participation in a Risk and Retention Insurance Pool. No party shall allow its coverage to change, be cancelled, nor fail to renew without giving the other party at least thirty (30) calendar days advance written notice.
6. For the purpose of workers' compensation, an employee of any party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of any other party pursuant to the Agreement shall be deemed to be an employee of the party who is his primary employer and of the party under whose jurisdiction and control he is then working as provided in A.R.S. § 23-1022(D). The primary employer party of such an employee shall be solely liable for payment of workers' compensation benefits for the purpose of this section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required by that section.
7. In addition to any insurance coverage required by this Agreement, each party agrees that it will be solely responsible for and will assume sole liability for its officer's acts or omissions of any kind, while performing any service or activity under this Agreement. In the event that a claim is made against any party for acts or omissions of any of its employees or officers, it is the intent of the parties to cooperate fully in the defense of said claim or claims and to cause their insurers to do likewise, to the extent practicable.
8. To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party or parties (as indemnitee) from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys fees) arising out of bodily injury or death of any person or any property damage, but only to the extent that such claims which result in vicarious, derivative or other form of liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor or its

employees or officers assigned to the Pinal County Narcotics Task Force.

9. A party may terminate its participation in this Agreement by giving the Pinal County Sheriff's Office thirty (30) calendar day written notice of termination.

The foregoing is approved by the governing body of the local government as evidenced below.

Date

Date

Pinal County by:

Municipality by:

Chairman,
Pinal County Board of Supervisors

Mayor,
Town/City of _____

Attest:

Attest:

Clerk

Clerk

COUNSEL APPROVAL AS TO FORM:

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.

Deputy Pinal County Attorney

Date

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.

City/Town Attorney

Date

**CITY OF COOLIDGE
CITY COUNCIL ACTION FORM**

**SUBJECT: Appeal of Conditional Use Permit
Granted to Martha Rodriguez to operate a Day
Care Center at 585 W. Roosevelt Avenue.**

STAFF PRESENTER: C. Alton Bruce

RECOMMENDATION:

Staff has no recommendation on this item.

DISCUSSION:

On November 3, 2011 the Planning and Zoning Commission granted a Conditional Use Permit to the applicant to operate a Day Care Center in the residential property at 585 W. Roosevelt Avenue. Prior to the meeting, staff had received one public comment from Mr. Lloyd Loop opposing approval of a "commercial business" in this residential neighborhood. At the meeting, Ms. Jean Lynch also opposed the grant of the CUP on the same grounds.

The Commission, based on its assessment that this operation would have minimal impact on the surrounding properties and due to the applicants assertion that this was a temporary measure to allow her to relocate an existing business that provided an invaluable service until she could secure a commercial property to support her business granted the CUP with a review scheduled in 12 months.

Ms. Lynch filed an appeal to the Commission's decision and it is therefore coming before Council for a decision. See attached staff report for additional details. A video of the Commission hearing is also available on the City's website.

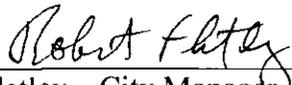
FISCAL IMPACT:

None

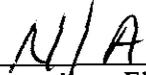
Attachments

Council report Commission action
Appeal Letter from Jean Lynch
Aerial Photo of the property

REVIEWED BY:



Robert Flatley – City Manager



Lisa Pannella – Finance Director

PREPARED BY:



C. Alton Bruce – Growth Mgmt. Director

MEMORANDUM

TO: PLANNING AND ZONING COMMISSION
FROM: C. ALTON BRUCE – GROWTH MANAGEMENT DIRECTOR
DATE: 30 SEPTEMBER 2011

RE: COOLPZ – 11-09-07 CUP: AN APPLICATION FOR A CONDITIONAL USE PERMIT BY MARTHA RODRIGUEZ TO OPERATE A CHILDREN’S DAY CARE ON THE PROPERTY AT 585 W. ROOSEVELT AVE., (APN 204-08-0800) IN AN R-1 SINGLE FAMILY ZONE.

Site: The site is located in a R-1 Single Family Residential zone on Roosevelt Street one block west of Arizona Blvd. .

History: There is no recent, relevant planning history at this address.

Proposal: To locate a children’s’ day care facility to include a fenced-in outdoor play areas.

Discussion: The City’s Zoning Code states that the purpose of the R-1 Single Family Zone is to:

The purpose of the R-1 Zone is to provide for the development of single-family detached dwellings and directly related complementary uses at a low density. The R-1 Zone is intended to be strictly residential in character with a minimum of disturbances due to traffic or overcrowding

- Day care centers are considered as a Conditional use in an R-1

The Zoning Ordinance, as it relates to Conditional Use Permits states:

2. The Commission, in approving a Conditional Use Permit, shall by resolution adopted by an affirmative vote of not less than the majority of all its voting members, find as follows:

a. That the site for the proposed use is adequate in size and topography to accommodate the use, and all yards, spaces, walls and fences, parking, loading and landscaping are adequate to properly relate the use with the land and uses in the vicinity;

- b. That the site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use;*
- c. That the proposed use will have no adverse effect upon the abutting property;*
- d. That the proposed use shall be in conformance with the general plan;*

The main issue here is to establish whether the proposed use is compatible with the residential character of the neighborhood and whether such a use would have an adverse effect on the surrounding properties. While residential zones generally prohibit commercial uses, the Zoning Ordinance provides a list of Conditionally Permitted Uses that may be deemed compatible, most notably in this instance Day Care Centers and Group Homes. These uses, if properly operated, can integrate into a residential zone with minimal impact. Further, the proposal complies with item d. above in that the General Plan contains Goal B. of Social and Community Facilities: *Develop and provide high quality social and community facilities to effectively serve the residents*. There is a need for daycare facilities in Coolidge

The two main concerns seem to be traffic and parking considerations and whether the operation of this day care center as a business adversely impacts the neighbors. While our office has received no direct comments from nearby property owners, we have indirectly heard that there are concerns and that there allegedly are deed restrictions in this subdivision that prohibit operation of commercial businesses. We have checked with the County Recorder's Office and they have no record of any CCR's for this subdivision which was platted in 1929. Nor are any such restrictions specified in recent deeds issued for properties in the area although all such deeds do contain boilerplate language indicating that there potentially might be such restrictions. I have discussed this matter with the City Attorney's office and, in their opinion, in the absence of a verified copy of these deed restrictions, the Commission should not use such restrictions as a basis for making the Conditional Use Permit decision. However, concerns expressed to the Commission by adjacent property owners, if any, are valid considerations in the decision making process.

Recommendation: Staff recommends Conditional Approval, subject to the following stipulations:

1. That the Center complies with all state regulations concerning facilities, staffing and operation.
2. That the premises be inspected by the Fire Department after all improvements have been completed but prior to operation.

3. That there be a minimum of four (4) off-street parking spaces provided for staff.
4. Rear fence be replaced to provide adequate security for children.
5. A minimum of seventy-five (75) square feet of outdoor play space per child shall be provided from which at least fifty (50) square feet of fenced-in play space per child shall be provided. Fenced-in outdoor play space shall not include driveways, parking areas or land unsuited, by virtue of other usage or natural features, for children's play space;
6. At least two hundred fifty (250) square feet of lot area per child shall be provided.
7. That nothing in this approval be construed as permission from the City to violate any verified deed restrictions for the West Coolidge Subdivision.

Planning and Zoning Commission Hearing – November 3, 2011

On November 3, 2011 the Commission held a public hearing on this proposed Conditional Use Permit. Growth Management Director Bruce presented the details of the case and the staff report. He also indicated there had been a number of inquiries of the public and one neighbor who had objected to the operation of any business in a residential zone.

Ms. Martha Rodriguez, the applicant, indicated that she would be operating a Day Care Center for up to 10 children. In response to questions from the Commission, Ms. Rodriguez indicated that there would only be one employee. She indicated that she hoped to relocate into a commercial zone in the near future. She also indicated that that her experience has been that there might be up to three cars in front of the operation at one time. She further indicated that she is working towards providing 24 hour services but is not currently doing so. Ms. Rodriguez confirmed the property is a rental and is not her residence.

Ms. Jean Lynch, a neighbor from 541 W. Roosevelt testified in opposition to the Conditional Use Permit. She indicated that the zoning is R-1 and that the operation of a business in that area was not compatible with the residential character of the area. She is concerned about traffic, the safety of loading and unloading, and that she wanted to preserve the area as the quiet, peaceful residential area that it has been for the 62 years she has lived there.

Martha Sheridan, one of the clients of Ms. Rodriguez, spoke in favor of the use and expressed great appreciation for the services that had been provided her children. If the Use Permit is not approved, she would lose access to a great quality service.

Mrs. Rodriguez husband, responding to Ms. Lynch, clarified that it is a temporary location and that, with only 10 children, the amount of traffic and disruption would be minimal.

Mr. Bruce indicated that the Conditional Use Permit could be granted with an annual review to determine if there are adverse effects on the neighborhood. Commissioner

Canez moved and Commissioner Kempton seconded approval of the CUP with a review in one year and all of the other stipulations listed in the staff report except that the parking requirement be modified to two off-street parking spaces. Motion Passed unanimously.

On November 11, Ms. Jean Lynch submitted an appeal to the Commission's decision.

11-11-11

Alton Bruce
Growth Management Director
Coolidge, Az.

Dear Mr. Bruce,

I attended the Planning and Zoning Commission meeting on Nov. 4th. The Commission voted to allow Mrs. Martha Rodriguez to open a 24 Hour Day care center at 585 W. Roosevelt Avenue. This is zoned R-1 Single Family Residential.

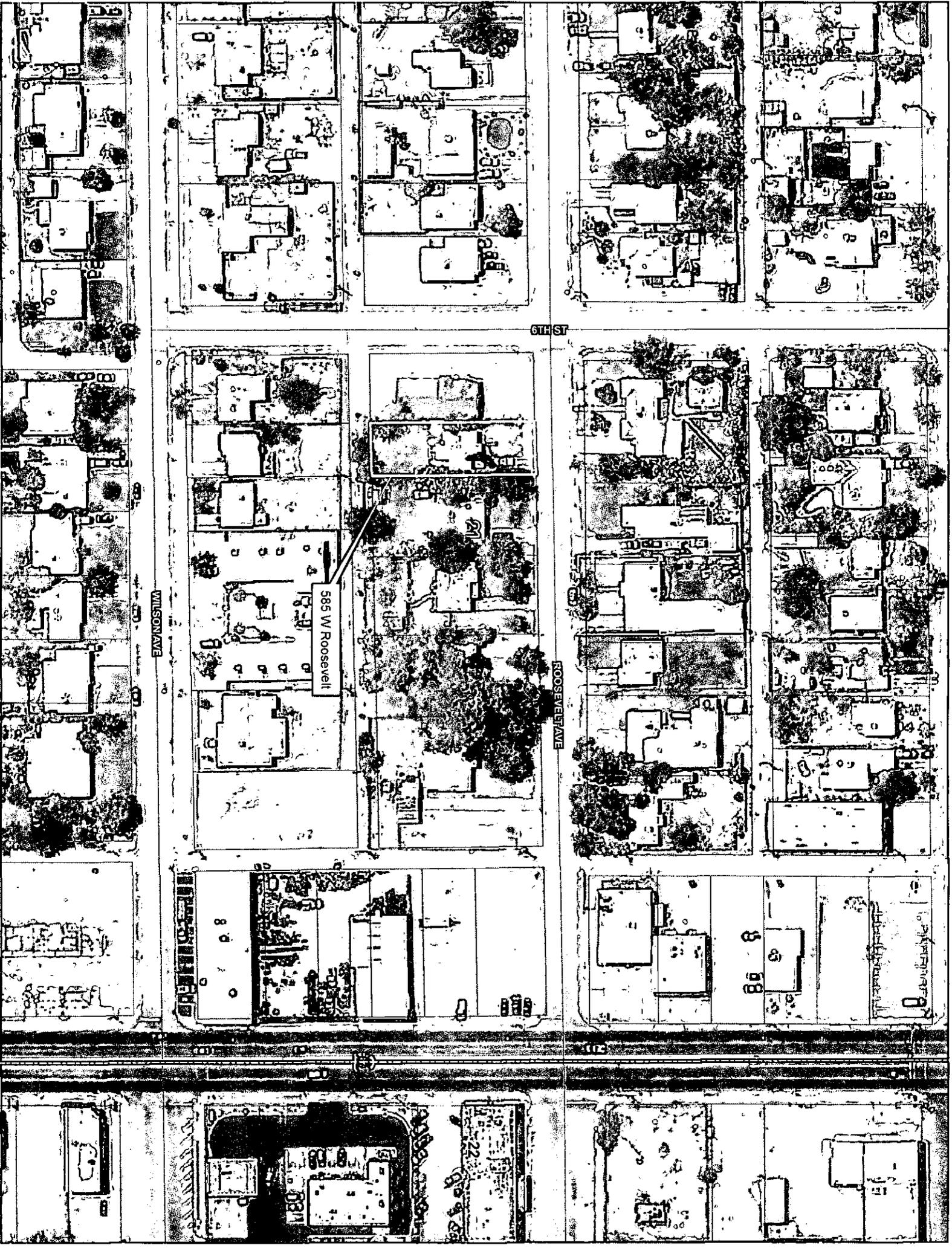
I spoke at the meeting and protested the application. West Coolidge Subdivision has always been Residential and I feel very strongly that it should remain so.

I am now making a formal appeal of the decision made by the Planning and Zoning Board.

I request that this appeal of Mrs. Rodriguez application go to the Coolidge City Council for their review and a vote be made by the City Council.

Sincerely,

Jean L. Lynch
541 W. Roosevelt Avenue
Coolidge, Az. 85128
520-723-3986



6TH ST

WILSON AVE

585 W Roosevelt

ROOSEVELT AVE

**CITY OF COOLIDGE
CITY COUNCIL ACTION FORM**

SUBJECT: Amend the Coolidge Crossroads PAD to allow an RV Park and Manufactured Home Subdivision on the north end of the project adjacent to Martin Road and 5th Street

STAFF PRESENTER: C. Alton Bruce

RECOMMENDATION:

Applicant has requested that action on this item be tabled to a future meeting to allow an opportunity to resolve issues with the site planning. Staff concurs with this request.

DISCUSSION:

The Planning and Zoning Commission acted on this item at the November 3rd meeting forwarding it to the Council with a unanimous recommendation for approval. The public hearing in front of the council has been advertised and noticed so the public hearing should be held. There are unresolved issues with the site plan that need to be addressed prior to Council action on the PAD Amendment.

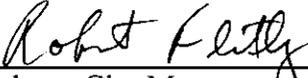
FISCAL IMPACT:

None at this time

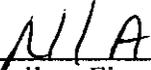
Attachments

Council report on proposed PAD Amendment.
Aerial Photo of property
Site plan of proposed RV/MH project – subject to revision

REVIEWED BY:



Robert Flatley – City Manager



Lisa Pannella – Finance Director

PREPARED BY:



C. Alton Bruce – Growth Mgmt. Director

MEMORANDUM

TO: PLANNING AND ZONING COMMISSION

FROM: C. ALTON BRUCE – GROWTH MANAGEMENT DIRECTOR

DATE: 30 SEPTEMBER 2011

RE: COOLPZ – 11-08-05 A PAD AMENDMENT FOR THE PROPERTY SOUTH OF MARTIN RD. AND WEST OF ARIZONA BLVD/5TH STREET KNOWN AS THE CROSSROADS PAD LOCATED ON PARCELS 20931001A, 20931001D, 20931001E AND 209310100. APPLICANT PROPOSES TO RELOCATE RECREATIONAL VEHICLE AND MANUFACTURED HOUSING USES FROM THE SOUTHEAST PORTION OF THE PROPERTY TO THE NORTHERN PORTION OF THE PROPERTY ALONG MARTIN ROAD.

Site: The site comprises approximately 240 acres on the south side of Martin Road from the west side of 5th Street/AZ Blvd west to the 7th Street alignment.

History: The original .PAD was approved in 2000 and consisted of primarily single family with an RV/MH park in the southeast portion. (graphic attached) It was the subject of a Pre-annexation Development Agreement which was recently extended by the City Council. No portion of the project was ever developed.

The property has been foreclosed on and the current owners have negotiated a sale of the north 70 acres of the property to the applicant who wishes to relocate the RV/MH portion of the plan to this 70 acre parcel. This would leave the remaining 140 acres for single family development although the Development Agreement would seem to indicate that it could be developed with manufactured housing.

Proposal: The proposed amendment covers the following:

- Relocates the RV/MH Park to the north side of the property
- Reduces the total open space on the PAD from approximately 25% to approximately 15%..

Discussion: The proposed amendments are summarized as follows:

This proposal brings to the forefront an issue that I suspect will be facing us a number of times in the near future. Many of the Planned Area Developments approved over the last eight years will likely not develop as they were originally proposed. In many cases, as in this one, the projects are likely to be split into multiple ownerships which makes amending the entire PAD challenging. Changes made to accommodate an owner of a particular portion of the PAD can dramatically affect the balance of the project. In this particular case, the owner of the entire parcel is working in cooperation with the proposer for the north 70 acres to develop a project that is acceptable to both.

As the RV park was originally proposed, it contained approximately 5% open space. This would have had the effect of increasing the required open space for the balance of the project and, at some point, might have made it undevelopable. The current plan is for the proposer to purchase an additional 5 acres along the south side of their 70 acres to serve as a green belt, which will increase the proposed open space to approximately 12%, more in line with a 15% overall open space requirement which complies with the current City standards.

Fire Chief Comments:

There must be an alternate means of ingress/egress provided in the plan for emergency access.

Public Works Director Comments:

Main access to the project should be as close to the 7th Street alignment as possible to minimize impacts on the Martin Road/87/5th Street intersection.

Require ROW along Martin Road be dedicated to provide a 75' ½ street ROW (an additional 42' feet beyond the existing 33' ROW for Martin)

Adequate turn lanes be designed for the entrance to the project.

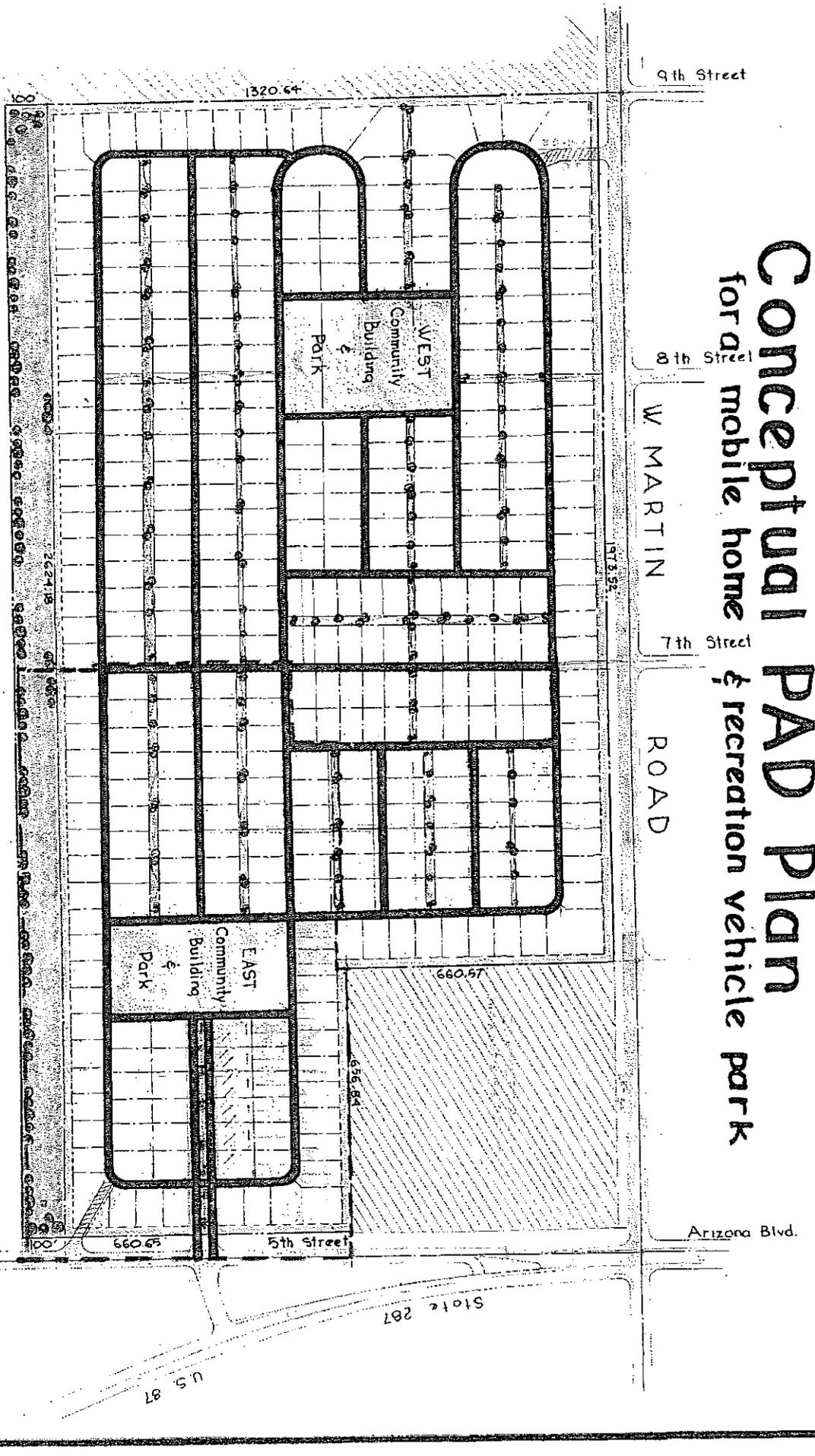
Staff Recommendation:

Approve the PAD Amendment subject to the following stipulations:

1. The owner must dedicate 42 feet of additional right-of-way along Martin Rd. to accommodate its eventual construction as a Major Arterial/Regionally Significant Route.
2. Adequate turn lanes be provided.
3. The final design of the entrance be as close to the 7th St. alignment as practical to avoid conflicts with the Martin Rd./ 87/5th St. intersection.
4. That the overall project maintain open space equal to 15% of its total developed area exclusive of streets, sidewalks, and paved parking areas.

5. That the RV/Mobile Home Park portion of the project provide open space equal to at least 11% of its total developed area.
6. That an alternative means of ingress/egress be provided for fire safety purposes, such ingress/egress design to be approved by the Fire Chief.

Conceptual PAD Plan for a mobile home & recreation vehicle park



LAND DATA

Original Gross Area	68,732 Acres	Open Space	70 Permitted setback 3.57 ac.	TOTAL OPEN SPACE	15,82 ac
Existing Public Right of Way	225 Ac.	Density per Original Gross Area = 3.05 units per ac.	100' Buffer strip 6.02 ac.	% of original gross area	22.2
W Martin Road	2,153 Ac.	Density per Original Net Area = 5.36	East Community Building & Park 1.87 ac.	% of original net area	23.1
S. S. Street	67.26/75.89	Density per Buffer Area per net acre = 5.36	West Community Building & Park 1.58 ac.	% of Gross Area Plus 100' Buffer strip 20.8	
100' Buffer Area			Permitted walkways, jogging and exercise trails 2.24 ac.	% of Net Area Plus 100' Buffer strip 21.2	
Net 100' Buffer Area adjacent South Boundary	6.02 Acres				
Total Gross Area	73,27 ac.				
Total Number of planned mobile home lots	1,603 x 80' 734				

**CITY OF COOLIDGE
CITY COUNCIL ACTION FORM**

SUBJECT: Request from Kenneth Brown to rezone property at 1023 S Arizona Blvd (APN 205-16-0180) from C-2 to C-3.

STAFF PRESENTER: C. Alton Bruce

RECOMMENDATION:

Staff and the Planning and Zoning Commission recommend approval of this item.

DISCUSSION:

This parcel, which is immediately south of the Coolidge Police Department, has, in the past, been used for automotive related businesses, most recently a tire shop. The current zoning designation of the property as C-2 mandates that each new automotive user of the site go through the Conditional Use Permit process. Given that the bulk of the surrounding properties are C-3 and that the site lends itself to this type of use, it is appropriate to apply a C-3 zoning designation which would eliminate this requirement. See attached staff report for further details.

FISCAL IMPACT:

Property is more likely to be sold or leased to a user which could bring additional sales tax revenue to the City.

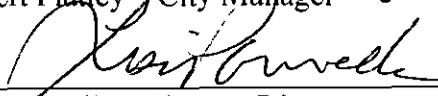
Attachments

Council report on proposed rezoning.
Aerial Photo of proposed rezoned parcels
Rezoning Ordinance

REVIEWED BY:



Robert Flatley – City Manager



Lisa Pannella – Finance Director

PREPARED BY:



C. Alton Bruce – Growth Mgmt. Director

MEMORANDUM

TO: MAYOR AND COUNCIL OF THE CITY OF COOLIDGE

FROM: C. ALTON BRUCE – GROWTH MANAGEMENT DIRECTOR

DATE: 18 NOVEMBER 2011

**RE: ZONING CHANGE FROM GENERAL BUSINESS (C-2) TO
GENERAL SERVICES (C-3) AT 1023 S. ARIZONA BOULEVARD**

Site: The site is located on the east side of Arizona Blvd, just south of the Coolidge Police Station. It was previously occupied by JC's Tires which has not been in operation for some time.

History: The site was in use as a Tire shop, which is a C-3 use, prior to the adoption of the City's Zoning Code and was "grandfathered in" as a non-conforming use. As the business has been out of operation for more than 90 days, this non-conforming use is no longer allowed.

Proposal: To rezone to C-3 General Services to allow uses appropriate to its location. An Auto Body Shop is considering locating to the site. .

Discussion: The City's Zoning Code states that:

" ... the City Council may from time to time change the zoning of parcels of and within the municipality (sic). These changes in zoning classification are for the purpose of meeting the land use needs of the residents of the City in conformance with the City's Comprehensive Master Plan ..."

The site is designated as "Mixed Use" in the adopted General Plan. This is defined as:

"...Represented by the traditional central business district, and include a mix of retail, office and higher density residential at more urban densities with an emphasis on pedestrian scale and walkability. In addition to a mix of uses within the district, the integration of at least two uses within individual structures is encouraged..."

The site is currently within a C-2 zone and the Zoning Code defines the General Business zone as:

" ... to provide for low intensity, retail or service outlets which deal directly with the consumer for whom the goods or services are intended. The uses allowed in this district

are to provide goods and services on a community market scale and located in areas which are served by arterial street facilities...

A list of allowable uses within the General Business (C-2) zone is provided in the Zoning Code.

The definition of the C-3 General Services Zone is as follows:

“ ...to provide for land intensive, retail or service operations. These services should be located in concentrated service areas with good accessibility to the public but should be carefully buffered from other uses and visibly buffered from arterial streets...”

A list of allowable uses within the General Services (C-3) Zone is provided in the Zoning Code.

Given the mix of uses already in existence on Arizona Boulevard and the proximity of other C-3 zoning in the area, it is appropriate to allow a C-3 use on this site. The City is wishes to encourage new businesses and economic development. Staff supports this application for rezoning.

**Planning and Zoning Commission Comments
Public Hearing and Action on November 3, 2011**

Growth Management Director Bruce presented the case as described in the staff report. The Commission approved by unanimous vote to send the case forward to the City Council with a recommendation to approve the rezoning.

ORDINANCE No. 11-15

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, REZONING CERTAIN PARCELS OF LAND FROM THEIR CURRENT DESIGNATION OF C-2 GENERAL BUSINESS ZONING CLASSIFICATION TO C-3 GENERAL SERVICES ZONING CLASSIFICATION CONSISTING OF APPROXIMATELY 2 ACRES, MORE OR LESS. THE PARCEL OF LAND IS LEGALLY DESCRIBED AS PARCEL NUMBER 205-16-0180, FULLY DESCRIBED AS LOT 10 BLOCK 1 EXCEPT FOR THE EAST 35 FEET FOR 4TH STREET OF THE SOUTHSIDE ACRES SUBDIVISION GENERALLY LOCATED JUST EAST OF ARIZONA BOULEVARD AND JUST SOUTH OF VERDE LANE IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 27 OF TOWNSHIP 5 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

WHEREAS, a request was submitted to the Planning and Zoning Commission by Kenneth A. Brown et al to change the Zoning Classification of the above-described real property from C-2 General Business to C-3 General Services; and

WHEREAS, the appropriate and required Public Hearings were officiated by the Planning and Zoning Commission on November 3, 2011, and the Mayor and City Council of the City of Coolidge on November 28, 2011.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, ARIZONA AS FOLLOWS:

- Section 1.** The zoning designation of that certain property described as Assessor's parcel number 205-16-0180, and fully described as Lot 10 Block 1 except for the east 35 feet for 4th Street of the Southside Acres Subdivision, ("Property") is hereby changed from its current designation of C-2 General Business to C-3 General Services Zoning Classification.
- Section 2.** The City of Coolidge's Zoning Map shall be amended to reflect this zoning change.
- Section 3.** All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND ADOPTED by the Mayor and City Council of the City of Coolidge, Arizona, on this 28th day of November, 2011.

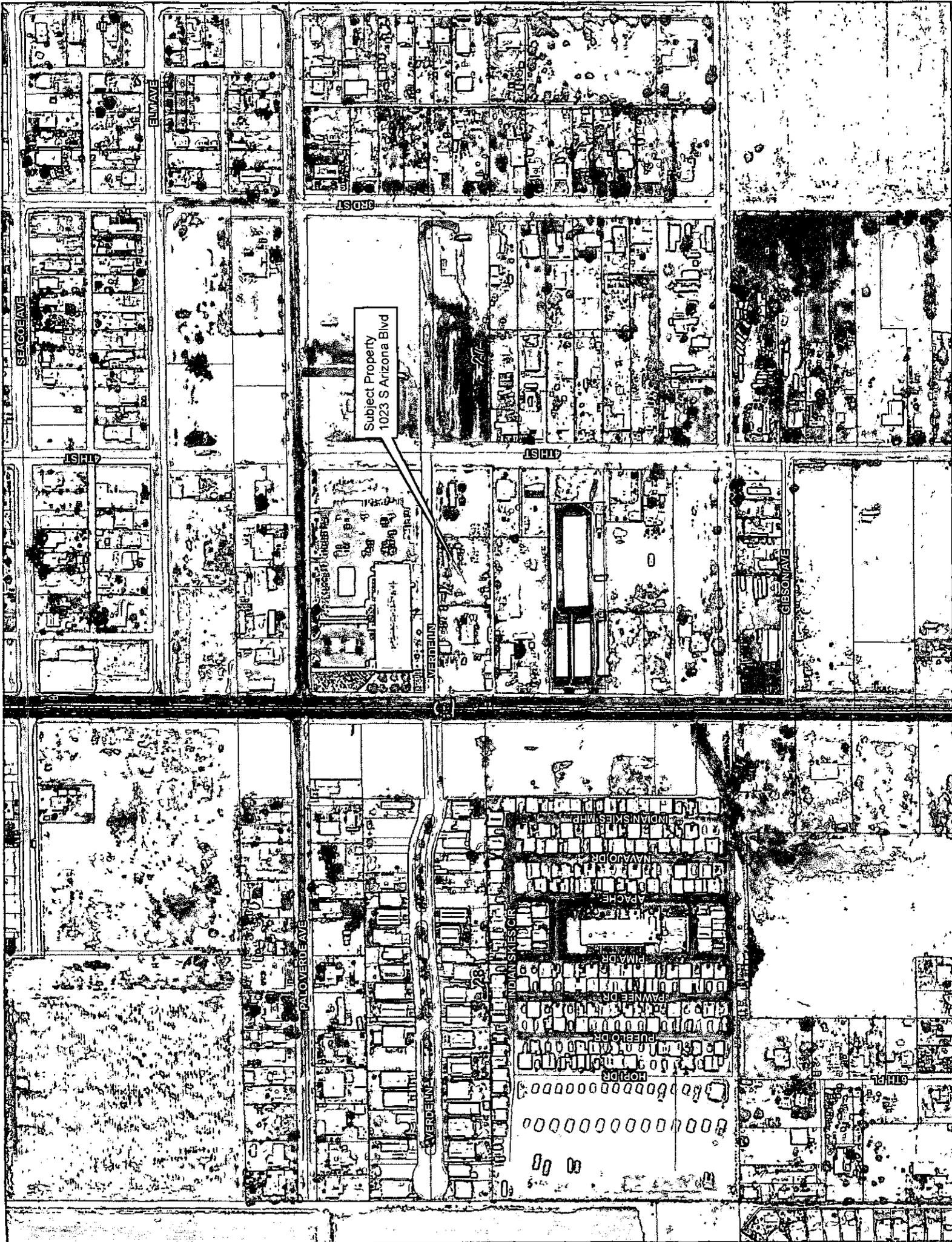
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney



Subject Property
1023 S Arizona Blvd

CITY OF COOLIDGE
CITY COUNCIL ACTION FORM

SUBJECT: Arizona State Purchasing Cooperative agreement.	STAFF PRESENTER: Lisa Pannella, Finance Director/CFO COMPANY CONTACT:
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RECOMMENDATION:

Approve the agreement between the Arizona Department of Administration State Procurement Office and the City of Coolidge to allow the City to purchase materials and services from State Contractors at the prices and terms expressed in contracts between the State and those State contractors.

DISCUSSION:

This agreement is signed annually. The City's Procurement Policy allows us to utilize State contracts in the best interest of the city for purchase of materials and services. The City still endeavors to utilize local vendors as the first choice. Sometimes the local vendors will meet the state bid price.

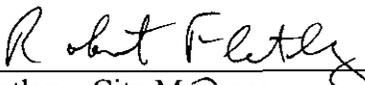
FISCAL IMPACT:

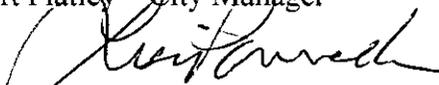
Ensures that the City is getting the best price available for goods and services and saves the city the cost of obtaining bids.

Attachments

Arizona Department of Administration State Procurement Office Agreement

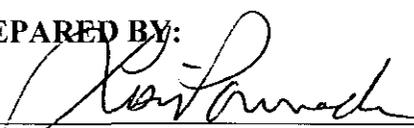
REVIEWED BY:



Robert Flatley – City Manager


Lisa Pannella – Finance Director

PREPARED BY:



Lisa Pannella – Finance Director/CFO

Reviewed via e-mail

Denis Fitzgibbons – City Attorney

JANICE K. BREWER
Governor



SCOTT A. SMITH
Director

ARIZONA DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 North 15th Avenue, Suite 201, Phoenix, Arizona 85007
(602) 542-5511 (main) (602) 542-5508 (fax)
<http://www.azdoa/spo>

ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

This Cooperative State Purchasing Agreement ("Agreement") is entered between the

State of Arizona Procurement Office

and

CITY OF COOLIDGE

(Organization Name)

in accordance with Arizona Revised Statutes §41-2631, *et seq.*, Article 10 Intergovernmental Procurement, which authorizes cooperative purchasing for public procurement units and nonprofit educational or public health institutions and the Arizona Administrative Code R2-7-1001, which permits the governing body of any Eligible Procurement Unit to enter into an Agreement with the State for the purpose of utilizing State contracts.

The purpose of this Agreement is to permit the Eligible Procurement Unit named above, hereafter known as the State Cooperative Member, to purchase materials and services from State contractors at the prices and terms expressed in contracts between the State and those State contractors.

In consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result there from, the State and the State Cooperative Member agree as follows:

1. The State shall conduct the procurement in compliance with the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its Rules, A.A.C. Title 2, Chapter 7.

2. The specifications for the materials and services will be determined by the State Procurement Administrator or delegated State agencies.
3. The State will identify the State Cooperative Member as an eligible participant in any solicitation intended for general use by State Cooperative Members. In addition, the State may invite the State Cooperative Member to participate in certain exclusive solicitations. Only State Cooperative Members indicating an interest in participating in these exclusive solicitations will be eligible to participate in the resulting State contracts.
4. The State Cooperative Member's use of eligible State contracts is discretionary. Participation in the State Purchasing Cooperative shall not restrict or limit member's ability to seek competition as needed. However, the State Cooperative Member shall not use a State contract as a means of coercion to obtain improper concessions, including lower prices, from State contractors or any other suppliers for the same or similar materials or services. The State Cooperative Member is also prohibited from participating in any organization or group that seeks to obtain such concessions from State contractors or other suppliers based on State contracts.
5. The State shall provide the State Cooperative Member with access to listings of all eligible State contracts. The original copy of each State contract is a public record on file with the State. The State's eProcurement System shall provide all contract information available and be used for contract purchases.
6. The State Cooperative Member shall:
 - a. Ensure that purchase orders issued against eligible State contracts are in accordance with the terms and prices established in the State contract.
 - b. Make timely payments to the State contractor for all materials and services received in accordance with the terms and conditions of the State contract. Payment for materials or services and inspection and acceptance of materials or services ordered by the State Cooperative Member shall be the exclusive obligation of such unit.

- c. Be responsible for the ordering of materials or services under this Agreement. The State shall not be liable in any fashion for any violation by the State Cooperative Member of this Agreement and, with the exception of other Arizona State entities subject to A.R.S. §41-621, the State Cooperative Member shall hold the State harmless from any liability which may arise from action or inaction of the State Cooperative Member relating to this Agreement or its subject matter.
 - d. The exercise of any rights or remedies by the State Cooperative Member shall be the exclusive obligation of such unit; however, the State, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it choose to do so.
7. The State Cooperative Member shall endeavor to utilize State contracts to the fullest extent possible. That is, the State Cooperative Member is to make an effort to purchase all items covered under exclusive contracts and shall not fracture purchases by means of utilizing line items from alternate contracts. Such practices weaken the State's ability to negotiate lowest possible volume prices. Exclusive contracts are those that offer the State Cooperative member the option to participate exclusively, rather than permissively, and shall be identified as such within the contract documents.
 8. Failure of the State Cooperative Member to secure performance from the State contractor in accordance with the terms and conditions of its purchase order does not necessarily require the State to exercise its own rights or remedies.
 9. This Agreement shall take effect with execution by both Parties on the date signed by the State Procurement Administrator, and shall remain in effect for a total period of five (5) state fiscal years.
 10. This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.
 11. This Agreement is exempt from the provisions of A.R.S. §§ 11-952(D) and 12-1518.
 12. The State Cooperative Member certifies that its organization shall comply with the

State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with A.R.S. Title 41 Chapter 9, Article 4 and Executive Order No. 2009-09 dated October 20, 2009.

13. The State Cooperative Member hereby acknowledges that each State contractor shall be remitting an administrative fee to the State, based upon the member's purchasing volume under the state contracts.
14. The State Cooperative Member authorizes State contractors to release usage information to the State. Usage information shall be limited to the State Cooperative Member's purchasing activity and shall generally consist of, but shall not be limited to, purchase order information including purchase date(s); units purchased, their descriptions and quantities; unit prices and aggregate amounts paid for all materials and services purchased off of the State's contract.
15. The State may terminate this Agreement without notice if the State Cooperative Member fails to comply with the terms of a State contract or this Agreement.
16. Except as provided in Paragraph 15, either of the Parties may terminate this Agreement with at least thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the Parties of this Agreement, having caused their names to be affixed hereto by their proper officers, hereby execute this Agreement on the dates indicated hereunder.

FOR THE STATE COOPERATIVE MEMBER:

FOR THE STATE:

Signature: _____

Signature: _____

Name: ROBERT F. FLATLEY

Jean A. Clark, CPPO, C.P.M., CPPB, CPM

Title: CITY MANAGER

Title: State Procurement Administrator

Date: _____

Date: _____

ARIZONA STATE PURCHASING COOPERATIVE
State Cooperative Member Contact Information
(Please submit completed form with agreement to address below.)

Name of Organization: CITY OF COOLIDGE	
Name of Contact Person: AGGIE WILLIAMS	
Title of Contact Person: SENIOR ACCOUNT CLERK	
Telephone number of contact person: 520-723-6010	Fax: 520-723-7910
E-mail address of contact person: akwilliams@coolidgeaz.com <small>(If possible, please provide a general email address that can be forwarded to the contact person and that will not change should the contact person leave the organization. The person receiving email from the State Procurement Office at the address above needs to be responsible to forward the information to other interested parties at your organization as needed.)</small>	
Billing Address: CITY OF COOLIDGE 130 W. CENTRAL AVE. COOLIDGE, AZ 85128	
Remit Address (if different from the billing address): 	
Federal ID Tax Number: 86:6000240	

Please notify State Procurement Office of any changes to this information.

Please send completed agreements and changes in contact information to:

State Procurement Office
Arizona State Purchasing Cooperative
100 North 15th Avenue, Suite 201
Phoenix, Arizona 85007

Or by e-mail to: spo@azdoa.gov

**CITY OF COOLIDGE
 CITY COUNCIL ACTION FORM**

SUBJECT: Transit Application FY 12/13	STAFF PRESENTER: Marcus Hoffman Transit Manager
--	---

RECOMMENDATION:

Approve Resolution No. 11-45, a Resolution of the Mayor and common council of the City of Coolidge, county of Pinal, authorizing and directing the City Manager to enter into an intergovernmental agreement with the Arizona Department of Transportation for financial assistance concerning rural public transportation services.

DISCUSSION:

A Public Hearing and Resolution are necessary for submitting the FY 11/12 Transit application to the Arizona Department of Transportation for continued funding on the Cotton Express Bus System. See attached application and budget sheets.

FISCAL IMPACT:

ADOT through the Federal Transit Administration provides 80% of the administrative funding and 58% of the operating funding for the Coolidge Cotton Express Transit system, to include 80% or the possibility of 93% capital cost.

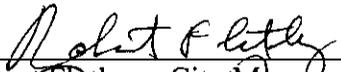
	ADOT	Coolidge	Pinal Partnership
Operations	\$558,532.00	\$258,981.00	\$112,923.00
Capital 80/20	\$394,400.00	\$58,850.00	\$39,750.00
Capital 93/7	\$458,490.00	\$20,597.50	\$13,912.50

Operations revenue for the City will consist of General Fund, Fare Revenues, and Marketing Revenues generated. Capital funds for the City will consist of Capital Sales Tax Fund and Road Funds.

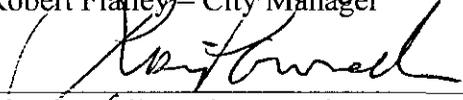
Attachments

- Resolution No.
- 5311 Application
- Budget Summary
- Admin Budget
- Operating Budget
- Capitol Budget

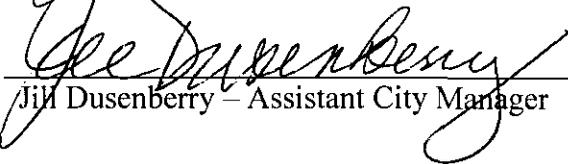
REVIEWED BY:



Robert Flatley – City Manager



Lisa Pannella – Finance Director



Jill Dusenberry – Assistant City Manager

PREPARED BY:



Marcus Hoffman – Transit Manager

Dennis Fitzgibbons – Fitzgibbons Law

RESOLUTION No. 11-45

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, COUNTY OF PINAL, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR FINANCIAL ASSISTANCE CONCERNING RURAL PUBLIC TRANSPORTATION SERVICES .

BE IT RESOLVED, by the Mayor and City Council of the City of Coolidge, that the City Manager for the City of Coolidge is, hereby, authorized and directed to execute and deliver an Intergovernmental Agreement between the State of Arizona acting through the Department of Transportation and the City of Coolidge for financial assistance concerning the funding of public transportation in rural and small urban areas pursuant to the Federal 2012-2013 Rural Public Transportation Program. Said Agreement contract # as yet undetermined.

PASSED AND ADOPTED by the Mayor and City Council of the City of Coolidge this 28th day of November, 2011.

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

**CITY OF COOLIDGE
CITY COUNCIL ACTION FORM**

SUBJECT: Authorization for solicitation of bids on bus shelter fabrication.	STAFF PRESENTER: Marcus Hoffman Transit Manager
--	---

RECOMMENDATION:

Authorization to allow staff to receive public bids using a invitation for bid process on fabrication of bus shelters for our local Cotton Express services and regional services.

DISCUSSION:

Currently the City has two open grants that hold available funding to fabricate and install fixed bus stop shelters. Staff is working on an intergovernmental agreement with Pinal County for the installation of these shelters, however, there needs to be a solicitation for bids on the fabrication of these shelters.

Attached you will find pictures of what a completed shelter will look like once in place. Upon approval to use the invitation for bid process staff will seek to find the best resource available to fabricate the structure offsite and delivered for installation. Bidders will be bidding on an engineered set of drawings that staff has had shovel ready.

Once staff has selected a bidder, a recommendation to council will be presented to enter into a contract for purchase.

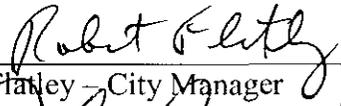
FISCAL IMPACT:

Grant 41 Funding \$40,000 total \$37,200 Federal \$2800 Capital Sales Tax
ARRA Funding \$35,000 total No Local Impact – Regional Funding Only

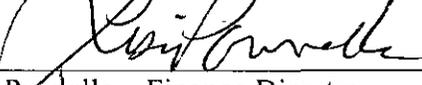
Attachments

- Invitation for Bid
- Photographs of Completed Bus Shelters

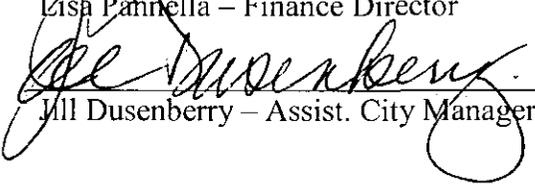
REVIEWED BY:



Robert Flatley – City Manager



Lisa Pannella – Finance Director



Jill Dusenberry – Assist. City Manager

PREPARED BY:



Marcus Hoffman – Transit Manager

Reviewed By Ann Schrooten

Dennis Fitzgibbons – City Attorney

City of Coolidge

Cotton Express

Invitation for Bid

Public Transit Bus Shelters





Project Introduction

Project Summary

Title of Project: Public Transit Bus Shelters

Description of Project: Fabrication of public transit bus shelters according to engineered drawings.

Project Detail

Recipient Address: 395 W. Palo Verde Ave. Coolidge, AZ 85128

Fiscal Year: 2011

Contract Type: 1 Year Fixed Price Contract with possible one year extension

Project Grantee Information

Grantee / Sub-Grantee Name: City of Coolidge

Project Contact Name: Marcus Hoffman

Title: Transit Manager

Phone: 520-723-6085

Fax: 520-723-6058

E-mail: mhoffman@coolidgeaz.com

Other Contact

Agency Name: City of Coolidge

Contact Name: Jill Dusenberry

Title: Assistant City Manager

Phone: 520-723-6014

E-mail: jdusenberry@coolidgeaz.com



INTRODUCTION

The City of Coolidge is requesting competitive bids set by a fixed price for FTA 5311 funded fabrication of public transit bus shelters. Competitive bids shall be delivered to the City non-electronically and shall be in the actual possession of the City on or prior to the exact date and time indicated below. Late submittals shall not be considered. All submittals shall be completed in ink or typewritten with clear identification that this submittal addresses the project identified and the bidder. Competitive bidders are strongly encouraged to carefully read the entire complete bid process to meet all qualifications required.

Pre-submittal Meeting:	
Offer Due Date:	
Offer Time:	
Number of Bid Copies:	1 bound original and 3 copies (please label original)
Contact:	Marcus Hoffman, Transit Manager
E-mail (Questions Only):	mhoffman@msn.com
Mailing Address:	395 W. Palo Verde Ave., Coolidge, AZ 85128
Proposal Delivery Location:	395 W. Palo Verde Ave., Coolidge, AZ 85128

OFFER

To the City of Coolidge: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a offer that contains all terms, conditions, specifications and amendments in the Invitation for Bid of Public Transit Bus Shelters must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Invitation for Bid of Public Transit Bus Shelters package issued by the City.

Arizona Transaction (Sales) Privilege Tax	For clarification of this offer contact:
License Number:	Name:
FEIN:	Email:
Company Name:	Telephone:
Address:	Authorized Signature for Offer (above this line)
	Printed Name (above this line)
City State Zip	
	Title (above this line)

INSTRUCTIONS TO OFFEROR

1. PREPARATION OF OFFER:

- a. Telegraphic (facsimile) or Mailgram offers will not be considered.
- b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.



c. Erasures, interlineations, or other modifications in the offer shall be initialed in original ink by the authorized person signing the Offer.

d. If price is a consideration and in case of error of prices in the offer, the unit price shall govern. No offer shall be altered, amended, or withdrawn after the specified offer due date and time.

e. Periods of time, stated as a number of days, shall be calendar days.

f. It is the responsibility of all Offerors to examine the entire Invitation for Bid package and seek clarification of any item or requirement and to check all responses for accuracy before submitting an offer. Negligence in preparing an Offer confers no right of withdrawal after offer due date and time.

2. INQUIRIES: Any question related to the Invitation for Bid shall be directed in writing or via e-mail to the person whose name appears on the front. Any correspondence related to an Invitation for Bid should refer to the appropriate Invitation for Bid ID, page, and paragraph number. However, the Offeror shall not place the Invitation for Bid ID on the outside of any envelope containing questions since such an envelope may be identified as a sealed offer and may not be opened until after the official Invitation for Bid due date and time.

3. OFFER FORMAT: A total of one (1) unbound original document (label original) and three (3) copies of the offer shall be submitted in the format indicated in the Offer Format and Requirement section of the IFB.

4. DUE DATE AND TIME: Offerors must submit offers to the City's Transit Manager or designee by INSERT DATE & TIME at the address or physical location listed on the Introduction/Offer Sheet (Page 1 of IFB). Late offers will not be accepted.

5. OFFER OPENING: Offers shall be opened immediately following the time and at the place designated on the cover page of this document. The name of each Offeror and the identity the Invitation for Bid for which the offer was submitted shall be publicly read and recorded in the presence of a witness. Offers, modifications, and all other information received in response of this Invitation for Bid shall be shown only to City personnel having legitimate interest in the evaluation. **PRICES SHALL NOT BE READ.** After award of the offer, the successful offer and the evaluation documentation shall be open for public inspection.

6. WITHDRAWAL OF OFFER: At any time prior to the specified offer due date and time, an Offeror (or designated representative) may withdraw the offer. Telegraphic (facsimile) or Mailgram offer withdrawals will not be considered.

7. AMENDMENT OF OFFER: Receipt of an IFB Amendment shall be acknowledged by signing and returning the document prior to the specified offer due date and time.

8. EVALUATION: The City of Coolidge shall evaluate offers to establish the most qualified offeror based upon the following criteria listed below in relative order of importance.

a. Firm's demonstrated experience in fabrication of outdoor structures for public use in extreme temperature conditions.

b. Firm's demonstrated product proposed for the project.

c. Offerors price guarantee for completed fabrication delivered to delivery address from page 1.



- d. Overall conformance to Invitation for Bid (IFB) including offer format and required responses.
- e. References. References and current work history will be confirmed. Negative responses may be a basis for disqualification.
9. Brand Name or Equal Products: For all products being proposed, the City reserves the right to ask the offeror to provide additional warranty information as a part of the evaluation process. Substitution of brand name products listed in the Scope of Services MAY be a basis for rejection of the offer.
10. Discussions and Interviews: After the receipt of offers, discussions may be conducted with Offerors who submit offers determined to be reasonably susceptible of being selected for award. The City reserves the right to conduct personal interviews or require presentation of any or all offers prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interview/presentations.
11. Pre-Offer Conference: A pre-offer conference will be held at the Coolidge Transit Facility, INSERT DATE & TIME. This will address questions and issues of interested parties related to this solicitation.

SCOPE OF SERVICES PUBLIC BUS SHELTER SPECIFICATIONS

The City of Coolidge is seeking an experienced commercial steel fabricator to provide fabrication services of public transit bus shelters as engineered in attached Appendix A to this Invitation for Bid. Structures will be fabricated to meet or exceed the requirements defined by the engineered sealed drawings known as Appendix A. Any changes, alterations, or substitutions to what was designed and engineered in Appendix A must be explained in writing to the City during the bid process and offer must receive in writing from the City that said change, alteration, or substitution is approved.

All materials shall be structurally sound and appropriate for safe use. Product durability shall be ensured by the use of corrosion-resistant metals, such as stainless steel, galvanizing, and powder-coating. Graffiti and scratch resistant coatings shall be specified by the manufacturer. Bolted Connections to be high strength or standard shall be specified by the manufacturer. The structure shall be constructed with rust-proof material and must be proven to withstand the wide temperature variations and sustain wind loading per local codes.

Solar lighting assembly shall consist of flat mounted solar panel, LED low profile, contemporary luminaries, maintenance-free Gel batteries, solar controller, product (UL) listed, and a 5 year warranty. Lighting must emit enough lumens to light a 10 feet radius from the center of the LED device.

WARRANTY/GUARANTEE

Offeror shall ensure that the equipment manufacturer(s) it selects warranty material and workmanship against defects, from the date of manufacturer's final invoice, for the period of time as follows:

1. **LIMITED LIFETIME WARRANTY** on all aluminum deck posts, steel deck posts, clamping/fastening system, and associated fastening hardware against structural failure caused by corrosion or deterioration from exposure to weather, or by defective materials or defective workmanship.
2. **LIMITED FIFTEEN (15) YEAR WARRANTY** on steel or composite support legs against structural failure caused by corrosion, defective materials or defective workmanship.



3. LIMITED TEN (10) YEAR WARRANTY on all steel or composite components including railings, climbers, rugs, steps against structural failure caused by corrosion or deterioration from exposure to weather, or by defective materials or defective workmanship.
4. LIMITED TWO (2) YEAR WARRANTY on main support and deck materials, play planet fasteners, clamp nuts and bolts, surfacing products and materials against structural failure caused by corrosion, defective materials or defective workmanship.
5. LIFETIME WARRANTY on all products not listed above against structural failure caused by defective materials or defective workmanship.
6. LIFETIME WARRANTY on all products furnished by Contractor for the Project against structural failure caused by defective materials or defective workmanship.
7. The Contractor shall guarantee fabrication workmanship for a period of one (1) year from the date of signed accepted delivery. The Contractor shall be responsible for coordinating, manufacturer material warranty items with the manufacturer/distributor and for the installation of replacement material(s) at no additional cost.
8. Contractor shall provide the City of Coolidge with a copy of accepted delivery by the City on Contractor's company letterhead and dated.

STANDARD TERMS AND CONDITIONS

1. Certification: By signature in the Offer section of the Offer Award Page, the Offeror certifies that:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Offeror shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
 - c. The Offeror has not given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror may be debarred.
2. Gratuities: The City may, by written notice to the Offeror, cancel the resultant contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the City pursuant to this provision cancels the resultant contract, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Offeror the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible city government customers, shall not be prohibited by this paragraph.
3. Applicable Law: In the performance of the resultant contract, Offerors shall abide by and conform to any and all laws of the United States, State of Arizona, and the City of Coolidge including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to the contract.



a. The resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in courts in the State of Arizona.

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

4. Legal Remedies: All claims and controversies shall be subject to resolution according to the terms of the City of Coolidge Code.

5. Contract: The resultant contract between the City of Coolidge and the Offeror shall include the:

(1) IFB, including instructions, terms and conditions, scope of work, attachments, and any amendments thereto,

(2) the contract terms of the cooperative contract listed on Page 1 of this IFB, and

(3) the offer submitted by the Offeror in response to the IFB.

In the event of a conflict in language between the solicitation, the contract or the offer, the provisions and requirements of the contract shall govern. However, the City reserves the right to clarify in writing, any contractual terms with the concurrence of the originating cooperative contract agency. In addition, the contract shall be amended in the case of a conflict in the manner stated in the contract. The IFB shall govern in all other matters not affected by the written contract.

6. Contract Applicability: The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific IFB. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this IFB or any resultant contract.

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

8. Subcontracts: The Contractor shall enter into no subcontract with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the City. The Contractor is responsible for contract performance whether or not Subcontractors are used.

9. Indemnification: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of the resultant Contract. Contractor's duty to defend, hold harmless,



and indemnify the City, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense, that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of the resultant including any employee of the Contractor or any tier of subcontractor or any other person whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance coverage requirements set forth will in no way be construed as limiting the scope of the indemnity in this paragraph.

10. Overcharges By Antitrust Violations: The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

11. Force Majeure: Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when such party is unable to prevent by exercising reasonable diligence.

The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the resultant contract. Force Majeure shall not include the following occurrences:

i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

ii. Late performance by a subfabricator unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

a. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certificate-return receipt and shall make specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the resultant contract.

12. Right to Assurance: Whenever one party to the resultant contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.



13. Right to Audit Records: The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.

14. Right to Inspect Place of Business: The City may, at reasonable times inspect the place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.

15. Inspection: All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of the resultant contract will be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. They may elect to do any or all:

- a. Waive the non-conformance
- b. Stop the work immediately
- c. Bring material into compliance

This shall be accomplished by a written determination for the City.

16. Liens: All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.

17. Licenses: Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the contract.

18. Patents and Copyrights: All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this IFB are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

19. Cost of Bid/Offer: The City shall not reimburse the cost of developing or providing any response to this IFB. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

20. Public Record: All offers submitted in response to this IFB shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Code.

21. Termination for Non-Appropriation: Any contract entered into by the City shall terminate at the end of the then current fiscal period for non-appropriation of funds if the City's governing body fails to appropriate funds to pay for the payments contemplated by the contract. The City's fiscal period ends June 30th of each year.

22. Warranties: Vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligation of vendor or the right of Buyer under the foregoing warranties.

23. Cooperative Use of Contract: In addition to the City of Coolidge and with the approval of the contracted vendor, this contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.



24. Per A.R.S. § 35-391, the City is prohibited from purchasing from a company with scrutinized business operations in Sudan.

25. Per A.R.S. § 35-392, the City is prohibited from purchasing for a company that is in violation of the Export Administration Act.

26. Per A.R.S. § 35-393, the City is prohibited from purchasing from a company with scrutinized business operations in Iran.

27. Federal Immigration and Nationality Act (FINA): By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. *The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Purchasing Manager upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at www.USCIS.GOV.*

27.1 The City may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the City suspect or find that the Contractor or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

28. The City, in accordance with Title VI of the civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, the *Civil Rights Restoration Act of 1987 (Public Law 100.259)*, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.



SPECIAL TERMS AND CONDITIONS

PURPOSE: The City of Coolidge, intends to establish professional service contract(s). The products and services required are detailed in this IFB. Based on an evaluation of the Offers and qualifications of the firms responding to this solicitation, the City desires to retain a qualified firm until project is completed.

1. **AUTHORITY:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the fabricator.

2. **TERM OF CONTRACT:** The term of any resultant contract shall commence on upon the issuance of a valid purchase order following the date of award and shall continue until the project is completed, unless terminated, cancelled or extended as otherwise provided herein.

3. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.

4. **TAXES:** The City of Coolidge is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

5. **KEY PERSONNEL:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under any resultant contract. The Contractor must agree to assign specific individuals to the key positions.

a. The Contractor agrees that, once assigned to work under any resultant contract, key personnel shall not be removed or replaced without written notice to the City.

b. If key personnel are not available for work under any resultant contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

6. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City remains confidential pursuant to applicable requirements.

7. **AWARD OF CONTRACT:** Notwithstanding any other provision of this Invitation for Bids, the City expressly reserves the right to:

a. Waive any immaterial defect or informality: or

b. Reject any or all offers, or portions thereof, or

c. Reissue an Invitation for Bids

d. Unless the Offeror states otherwise, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. If the Offeror's offer is an "all or nothing" offer, it must be so indicated on the offer sheet.



8. RESULTANT CONTRACT: A contract shall be issued between the City and the successful Offeror(s) following award by the City Council.

9. COMPENSATION EVALUATION: Pursuant to A.R.S. 34-103, et. seq., the most qualified firm or person(s) shall be asked for priced proposals. In the event an agreement cannot be established with the top ranked firm or person(s), the negotiations shall be terminated and the next highest ranked firm or person(s) shall be asked for a priced proposal. This process shall continue in turn with the highest ranked and qualified firm or person(s) until an agreement is reached.

10. LIQUIDATED DAMAGES: Liquidated damages shall be in the amount of \$100.00 for each calendar day of delay.

a. If the contract is not terminated, the Contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.

b. In the event that the City exercises its right of termination, the Contractor shall be liable to the City for any excess costs, in addition to the liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services from another supplier.

11. INSURANCE: The City requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The City will notify the successful Contractor(s) of the intent to issue a contract award. The successful Contractor(s) shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other Contractor obligations.

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

13. CONTRACT CANCELLATION: The City reserves the right to cancel the whole or any part of any resultant contract due to failure by the Contractor to carry out any obligation, term or condition of any resultant contract. The City will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a. The Contractor provides material that does not meet the specifications of the contract;
- b. The Contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The Contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the Contractor will not or cannot perform to the requirements of the contract.
- e. Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:
- f. Cancel any contract;
- g. Reserve all rights or claims to damage for breach of any covenants of the contract;
- h. Perform any test or analysis on materials for compliance with the specifications of the contract.
- i. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the Contractor;
- j. In case of default, the City reserves the right to purchase materials, or to complete the required work. The City may recover any actual excess costs from the Contractor by:
- k. Deduction from an unpaid balance;



- l. Collection against the bid and/or performance bond, or;
- m. Any combination of the above or any other remedies as provided by law.

FEDERAL COMPLIANCE REGULATIONS

Seismic Safety

Applicability: Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Energy Conservation

Applicability: All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Access to Records and Reports

Applicability As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), Contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and Contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO Contractor, access to Contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, Contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to Contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, Contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized



representatives, access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, Contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

Applicability: All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Recycled Products

Applicability: All contracts for items designated by the EPA, when the purchaser or Contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds.

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

No Government Obligation to Third Parties

Applicability: All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

(1) The recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) Contractor



agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability: All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Contractor to the extent the US Government deems appropriate. (2) If Contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on Contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability: All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000.

a. Termination for Convenience (General Provision). The recipient may terminate this contract, in whole or in part, at any time by written notice to Contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If Contractor is in possession of any of the recipient's property, Contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision). If Contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and Contractor fails to perform in the manner called for in the contract, or if Contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to Contractor setting forth the manner in which Contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of Contractor, the recipient, after setting up a new delivery or performance schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision). the recipient in its sole discretion may, in the case of a termination for breach or default, allow Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted



and other appropriate conditions If Contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach. In the event that the recipient elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts). The recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service). If Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to Contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services). If Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if Contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to Contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while Contractor has possession of the recipient goods, Contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction). If Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if Contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to Contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from Contractor's refusal or failure to complete the work within specified time, whether or not Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall Contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include: acts of God, acts of the recipient, acts



of another Contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering). The recipient may terminate this contract in whole or in part, for the recipient's convenience or because of Contractor Contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to Contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for Contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and Contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts). The recipient may terminate this contract, or any portion of it, by serving a notice of termination on Contractor. The notice shall state whether termination is for convenience of the recipient or for default of Contractor. If termination is for default, the notice shall state the manner in which Contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to Contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to Contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to Contractor. If termination is for the recipient's convenience, Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of Contractor, the recipient, after setting up a new work schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

Applicability: Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C



while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contracts Involving Federal Privacy Act Requirements

Applicability: When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

Applicability: All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, Contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor shall comply with any implementing requirements FTA may issue.



(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, Contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, Contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

(3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprise

Applicability: Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs.

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the Contractor signs with a subContractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/Contractors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The Contractor is required to pay its subContractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the recipient. In addition, the Contractor may not hold retainage from its subContractors or must return any retainage payments to those subContractors within 30 days after the subContractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subContractors within 30 days after incremental acceptance of the subContractor's work by the recipient and Contractor's receipt of the partial retainage payment related to the subContractor's work.

f. The Contractor must promptly notify the recipient whenever a DBE subContractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subContractor to perform at least the same amount of work. The Contractor may not terminate any DBE subContractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Incorporation of Federal Transit Administration (FTA) Terms

Applicability: All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual



provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, Contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.



Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible Contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for Contractor pursuant to this contract. If Contractor is on the Comptroller General's list of ineligible Contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.



Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SFSAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.



BID FORMAT AND REQUIRED RESPONSES

The information set forth in paragraphs below must be included with all bids. Failure to provide any of the information requested by these paragraphs is grounds for the City to reject a bid. In order for the City to conduct a uniform review process, all bids must be submitted in the format set forth below. Failure to follow this format may be cause for rejection.

1. Offer Sheet: The attached Introduction/Offer Sheet (Page 1 of IFB) must be completed and returned with the Offeror's bid. Failure to return the Offer Sheet and to sign it is grounds for the City to reject a bid.

2. Table of Contents: The Table of Contents must indicate the material included in the bid by section and page number. A bid's table of contents should mirror this section of the City's Invitation for Bid and must include all the items set forth in this section of the Invitation for Bid.

3. Letter of Transmittal: (Limit to two pages): A letter of transmittal must be submitted with an Offeror's bid. The letter must include:

a. A statement of the Offeror's understanding of the products and services required by the Invitation for Bid listed in the scope of work.

b. The names of the persons who are authorized to make representations on behalf of the Offeror (include their titles, addresses, fax number, e-mail addresses and telephone numbers).

c. A statement that the individual who signs the transmittal letter is authorized to bind the Offeror to contract with the City.

4. Firm Overview: (Excluding attachments, limit to three pages):

a. Your firm is in what primary line of business?

b. Does your firm have at least one office located in the State of Arizona?

c. Discuss the structure of your firm. If a private firm, state whether a corporation, partnership, sole proprietorship, or combination. Provide a listing of all principals and/or owners. Indicate the length of time the firm has been in business under the current business name as well as any previous business names.

d. State your firm's experience with delivering the design-build service and similar products described in the scope of services.

e. Provide manufacturer specifications of products proposed for this project. Do not include pricing at this time.

5. Bonds : Not Applicable.

6. Licensed Contractor: Offeror shall provide documentation that the Offeror is licensed under the applicable laws of the State of Arizona, as applicable.

7. Disclosures of conflict of interest: (Limit to one page): The Offeror shall include a statement that no conflicts of interest exist as defined by Arizona Revised Statutes, Title 38, Chapter 3, Article 8. In the event any professional or personal financial interest, does exist thenature of the relationship shall be disclosed to the City and examined by the City of the material facts of the disclosure. The above reference statute shall govern the actions of the city in the event a conflict exists.



8. Proposed Fees/Compensation: Submit your fixed price for the fabrication of public bus shelters in response to this IFB. Cost submitted should be the total cost to the City .

9. Confidential Information: If a person believes that a bid, offer, offer, specification, or protest contains information that should be withheld, a statement advising the Finance Director of this fact shall accompany the submission and the information shall be identified. The information identified by the person as confidential shall not be disclosed until the Finance Director makes a written determination.



A Associated Architects
Architecture, Construction Management, Planning, Interior Design

**CITY OF COOLIDGE
CITY COUNCIL ACTION FORM**

SUBJECT: Support of proposed alignment for the N/S Freeway.

STAFF PRESENTER: C. Alton Bruce, GM
Director

RECOMMENDATION:

Staff recommends that the City Council reaffirm its previous Resolution No. 11-12, adopted on May 9, 2011 and attached here, that supports a certain alignment consistent with the City's development goals and forward its comments as "stakeholder input to route alternative screening" as requested.

DISCUSSION:

The City Council supports an alignment that advances the public health, safety and welfare in a number of ways including, but not limited to, enhancing the community's infrastructure and transportation, providing opportunities for commercial and residential development, and promoting the City's development goals. The screening document attached, where staff has marked segments AB, AD, AN, and AH as favorable, are supported by the Coolidge City Council's Resolution No. 11-12. These comments will be forwarded to HDR Engineering Inc. as requested by ADOT. The general public has also been asked to submit comments. The public meeting has been scheduled for Thursday, December 8th, 2011, at the Elk's Lodge on Attaway Road.

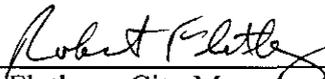
FISCAL IMPACT:

None

Attachments

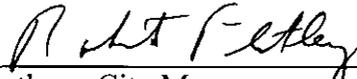
Copy of Resolution No. 11-12
Copy of Screening Document and Maps

REVIEWED BY:



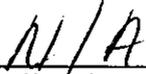
Robert Flatley – City Manager

PREPARED BY:



Robert Flatley – City Manager

REVIEWED BY:



Lisa Pannella, Finance Director

RESOLUTION No. 11-12

A RESOLUTION OF THE CITY COOLIDGE, ARIZONA, SUPPORTING POSSIBLE ALIGNMENTS FOR THE PLANNED NORTH-SOUTH FREEWAY AND DISCOURAGING THE USE OF EMINENT DOMAIN BY AUTHORIZING DENSITY TRANSFERS FOR AFFECTED PROPERTY OWNERS DEDICATING LAND FOR THE NECESSARY RIGHTS-OF-WAY.

WHEREAS, the Arizona Department of Transportation (ADOT) and the Federal Highway Administration (FHWA) have already started a formal corridor study to evaluate potential routes for a proposed transportation facility connecting Interstate 10 to US Highway 60 through Pinal County (North-South Freeway); and

WHEREAS, ADOT and FHWA have conducted extensive public outreach, including a public meeting in Coolidge, to both provide information to and receive feedback from the City and its residents concerning the North-South Freeway; and

WHEREAS, the study corridor that has been identified for the alignment of the North-South Freeway runs through part of the City of Coolidge and its planning area; and

WHEREAS, the proposed North-South Freeway will provide significant opportunities for enhancement of the City's economy; and

WHEREAS, ADOT and FHWA are still considering a number of proposed alignments but have not yet approved a single alignment for the North-South Freeway nor have they completed a final Environmental Impact Statement; and

WHEREAS, the City of Coolidge wishes to respect the desires of the residents and property owners who will be most directly affected by the location of this facility; and

WHEREAS, the North-South Freeway will affect traffic patterns in and around the City, and the City wants to have input into the alignment in the hope that ADOT and FHWA identify an alignment that best serves the needs of our residents and property owners; and

WHEREAS, the City Council finds that the proposed alignments advance the public health, safety and welfare in a number of ways including but not limited to: 1) enhancing the community's infrastructure and transportation; 2) providing opportunities for commercial and residential development, and 3) promoting the City's development goals; and

WHEREAS, it is preferable and more cost effective if private property owners voluntarily transfer property for the required Rights-of-Way rather than being compelled to do so through eminent domain; and

WHEREAS, the City has previously adopted **Resolution 08-18** which supports density transfers in cases where owners voluntarily dedicate property for required Rights-of-Way for such transportation improvements/

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, A MAJORITY OF ITS MEMBERS CONCURRING THAT:

Section 1. The City supports an alignment generally consistent with those shown in Exhibit 1.

Section 2. The City encourages private property owners to voluntarily transfer land to ADOT for the North-South Freeway thereby minimizing the need to apply eminent domain processes.

Section 3. The City authorizes the City Manager to negotiate appropriate density transfers consistent with the language and intent of **Resolution 08-18** with property owners who voluntarily make such land transfers.

Section 4. This Resolution shall become effective thirty (30) days following its passage.

PASSED AND ADOPTED by the Mayor and City Council of the City of Coolidge, Arizona, this 9th day of May, 2011.


Thomas R. Shope, Mayor

ATTEST:


Norma Ortiz, City Clerk

APPROVED AS TO FORM:

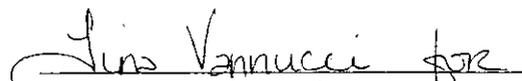
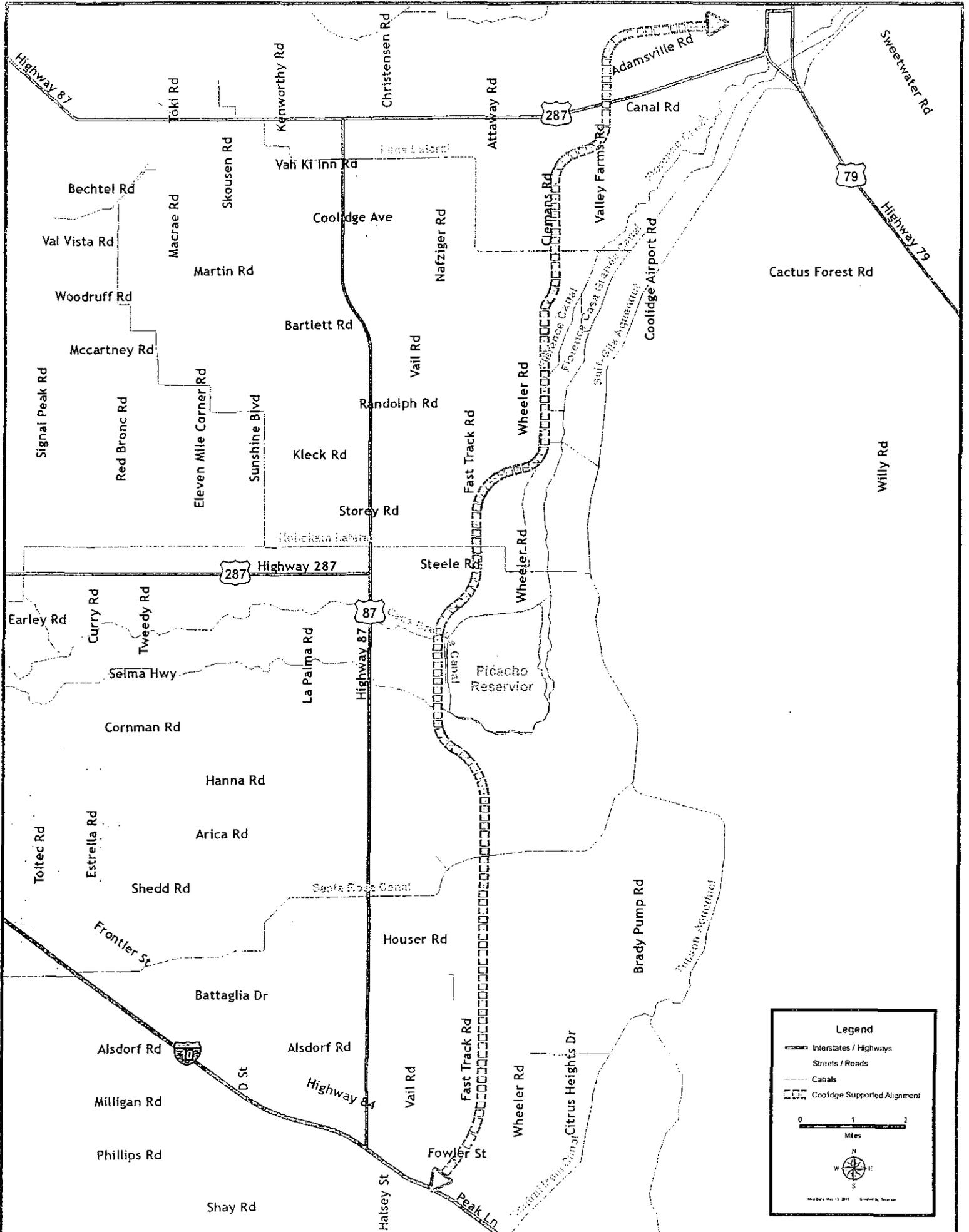

Denis Fitzgibbons, City Attorney

Exhibit 1



Legend

- Interstates / Highways
- Streets / Roads
- Canals
- Coolidge Supported Alignment

0 1 2
Miles

N
W E S

Map Date: May 13, 2011. Created by: T. Brown

Date: November 1, 2011
Subject: Stakeholder Input to Route Alternatives Screening
Project: North-South Corridor Study (NSCS)
 US 60 to I-10, Pinal County, Arizona
 Federal Aid No. STP-999-A (BBM), ADOT Project No. 999 PN 000 H7454 01L

Please submit your comments by **November 15, 2011** to:

Trent Kelso
 HDR Engineering, Inc.
 3200 E. Camelback Road
 Suite 350
 Phoenix, AZ 85018-2311
Trent.Kelso@hdrinc.com

Please fill out the contact information below. Only one comment form should be submitted per stakeholder agency.

Name:	ROBERT FLATLEY, CITY MANAGER CITY OF COOLIDGE, AZ.
Agency:	COOLIDGE CITY COUNCIL
Address:	130 WEST CENTRAL AVE. COOLIDGE, AZ. 85128
Email:	bobf@coolidgeaz.com
Telephone:	520-560-7334

- Attached you will find maps with various possible route alternatives for your review. **For route alternatives segments that you have the most interest in, please highlight or circle the segments you find "favorable." Please cross or "x" out the segments that you find "undesirable."** You don't have to rate all of the segments. The segments that you don't indicate as "favorable" or "undesirable" will be rated as "neutral".

2. Please tell us why you “favor” the segments, or find them “undesirable.” You may use the letters in the circles on the possible route alternatives map to reference segments in your comments.

Terminus/ Segment	Agency Rating	Please tell us specific reasons that you “favor” or find “undesirable” the possible route alternatives segments. You don’t have to rate or comment on all of the segments.
Terminus 1 (Ironwood Drive/US 60)	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Terminus 2 (Mountain View/US 60)	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Terminus 3 (Peralta/US 60)	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Terminus 4 (SR 87/I-10)	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Terminus 5 (Fast Track Road/I-10)	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment A	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment B	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	

Terminus/ Segment	Agency Rating	Please tell us specific reasons that you "favor" or find "undesirable" the possible route alternatives segments. You don't have to rate or comment on all of the segments.
Segment C	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment D	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment E	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment F	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment G	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment H	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment I	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment J	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	

Terminus/ Segment	Agency Rating	Please tell us specific reasons that you “favor” or find “undesirable” the possible route alternatives segments. You don’t have to rate or comment on all of the segments.
Segment K	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment L	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment M	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment N	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment O	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment P	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment Q	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment R	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	

Terminus/ Segment	Agency Rating	Please tell us specific reasons that you "favor" or find "undesirable" the possible route alternatives segments. You don't have to rate or comment on all of the segments.
Segment S	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment T	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment U	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment V	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment W	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment X	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment Y	<input type="checkbox"/> Favorable <input checked="" type="checkbox"/> Undesirable	
Segment Z	<input type="checkbox"/> Favorable <input checked="" type="checkbox"/> Undesirable	

Terminus/ Segment	Agency Rating	Please tell us specific reasons that you "favor" or find "undesirable" the possible route alternatives segments. You don't have to rate or comment on all of the segments.
Segment AA	<input type="checkbox"/> Favorable <input checked="" type="checkbox"/> Undesirable	
Segment AB	<input checked="" type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment AC	<input type="checkbox"/> Favorable <input checked="" type="checkbox"/> Undesirable	
Segment AD	<input checked="" type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment AE	<input type="checkbox"/> Favorable <input checked="" type="checkbox"/> Undesirable	
Segment AF	<input type="checkbox"/> Favorable <input checked="" type="checkbox"/> Undesirable	
Segment AG	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment AH	<input checked="" type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	

Terminus/ Segment	Agency Rating	Please tell us specific reasons that you "favor" or find "undesirable" the possible route alternatives segments. You don't have to rate or comment on all of the segments.
Segment AI	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment AJ	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment AK	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	
Segment AL	<input type="checkbox"/> Favorable <input type="checkbox"/> Undesirable	

SEGMENT AN | FAVORABLE

3. What is most important to you in determining where a possible route alternative may go? Please place a check next to the three you consider most important.

- Best relieves traffic on local streets
- Best relieves traffic on other highways and freeways
- Best connects to employment centers
- Best connects to other destinations (e.g. school/shopping/recreation)
- Best connects to cities and towns
- Best connects to other major routes (I-10, US 60, etc.)
- Lowest cost
- Least impact to existing development
- Least impact to planned future development
- Least impact to natural areas and open space
- Makes best use of existing roads
- Based on input received from agencies and jurisdictions
- Based on input received from the public

4. Other Comments

These comments have been reviewed
and accepted by ~~the~~ Coolidge City Council
at its meeting on November 28, 2011.
(See attachments)

Please submit this comment form by **November 15, 2011**, to a member of the study team. You may mail, fax, or email to:

Trent Kelso
HDR Engineering
3200 E. Camelback Road
Suite 350
Phoenix, AZ 85018-2311
Trent.Kelso@hdrinc.com
Fax (602) 522-7707

COMMENT FORM MAP

Southern Possible Route Alternatives

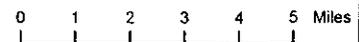


Legend

- North-South Corridor Study Area
- CAP Canal
- Possible Route Alternatives
- Railroad
- Segment Begin/End
- 100-yr Floodplain
- Segment ID
- Route Alternative Start/End Point
- #
- #

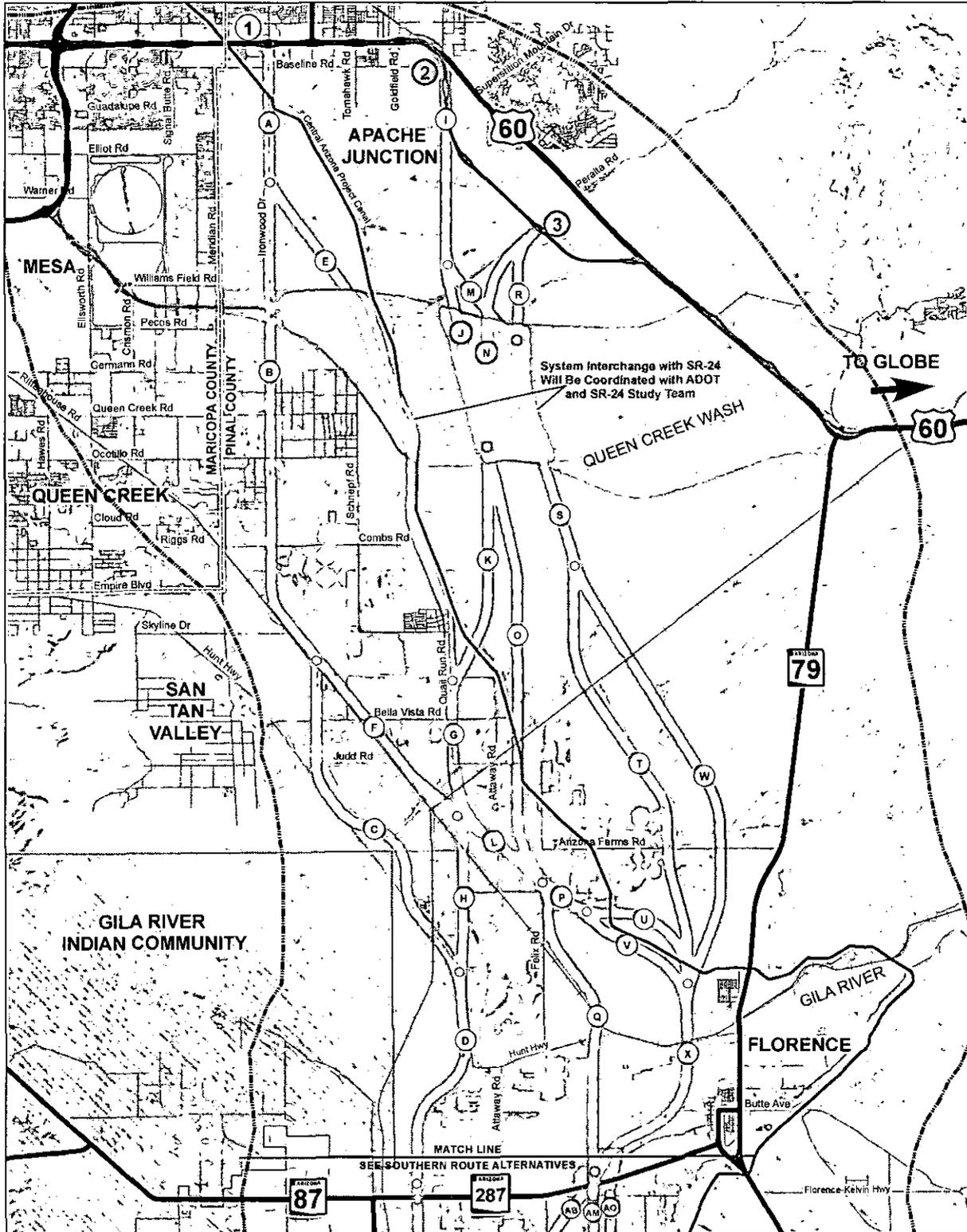
DRAFT, November 1, 2011
 Federal Aid No. STP-99-A(BBM)
 ADOT Project NO. H745401L

Possible route alternatives are preliminary and are subject to modification.



COMMENT FORM MAP

Northern Possible Route Alternatives

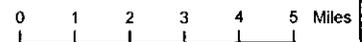


Legend

- North-South Corridor Study Area
- Possible Route Alternatives
- Segment Begin/End
- Segment ID
- Route Alternative Start/End Point
- 100-yr Floodplain
- CAP Canal
- Railroad
- SR 24 Selected Alignment (MAG)
- SR 24 Study Area (In Pinal County)
- US 60 Selected Alignment

DRAFT, November 1, 2011
 Federal Aid No. STP-99-A(BBM)
 ADOT Project NO. H745401L

Possible route alternatives are preliminary and are subject to modification.



**CITY OF COOLIDGE
CITY COUNCIL ACTION FORM**

SUBJECT: Ordinance amending Section 2-1-4 of the City Code regarding filling council vacancies.	STAFF PRESENTER: Norma Ortiz, City Clerk
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RECOMMENDATION:

Approve and adopt the Ordinance amending Section 2-1-4 of the Coolidge City Code regarding filling council vacancies.

DISCUSSION:

Currently, City Code Section 2-1-4 requires that the Council fill by appointment for the unexpired term any vacancy that may occur on the Council for whatever reason.

A.R.S. §9-235 was recently revised to specify how vacancies on the city council, including the office of mayor, should be filled.

The League provided an interpretation of the new law and recommended that cities and towns amend their city code to simply provide that vacancies will be filled according to state law.

Therefore, staff is recommending approval to amend Section 2-1-4 of the Coolidge City Code to reflect that vacancies in council will be filled in accordance to A.R.S. §9-235, which may be amended from time to time.

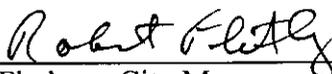
FISCAL IMPACT:

None

Attachments

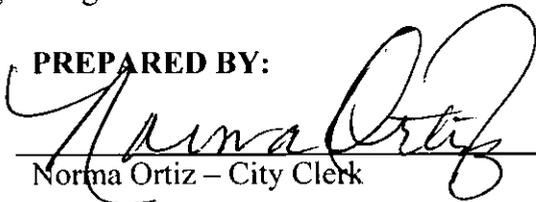
Ordinance
A.R.S. §9-235 – Vacancies in Council
League Interpretation of New Law Regarding Filling Council Vacancies

REVIEWED BY:



Robert Flatley – City Manager

PREPARED BY:



Norma Ortiz – City Clerk

REVIEWED BY:



Lisa Pannella, Finance Director

REVIEWED BY:

Reviewed by Tina @ Fitzgibbons

Denis Fitzgibbons – City Attorney

ORDINANCE NUMBER 11-16

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, AMENDING SECTION 2-1-4 OF THE CODE OF THE CITY OF COOLIDGE, ARIZONA, REGARDING VACANCIES IN COUNCIL AND PROVIDING FOR SEVERABILITY AND THE EFFECTIVE DATE THEREOF.

WHEREAS, currently Section 2-1-4 requires that the Council fill by appointment for the unexpired term any vacancy that may occur on the Council for whatever reason; and

WHEREAS, A.R.S. §9-235 was recently revised to specify how vacancies on a general law city or town councils, including the office of mayor, should be filled; and

WHEREAS, the Mayor and Council of the City of Coolidge, Arizona, have determined it would be in the City's best interest to amend the Code of the City of Coolidge, Arizona, to reflect that vacancies in council will be filled in accordance to A.R.S. §9-235, as may be amended from time to time.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COOLIDGE, ARIZONA, AS FOLLOWS:

SECTION 1. Section 2-1-4 of the Coolidge City Code and all amendments thereto are hereby repealed in its entirety and replaced with the following:

Section 2-1-4 Vacancies in Council

Any vacancies that may occur on the Council for whatever reason shall be filled in accordance with A.R.S. §9-235, as may be amended from time to time.

SECTION 2. To the extent of any conflict between other City Ordinances and this Ordinance, this Ordinance shall be deemed to be controlling; provided, however, that this Ordinance is not intended to amend or repeal any existing City Ordinance, Resolution or regulation except as expressly set forth herein.

SECTION 3. 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 thereof.

SECTION 4. This Ordinance shall become effective thirty (30) days from the date of adoption by the City Council for the City of Coolidge.

PASSED AND ADOPTED by the Mayor and Council of the City of Coolidge, Arizona, on this 28th day of November, 2011.

Thomas R. Shope, Mayor

ATTEST:

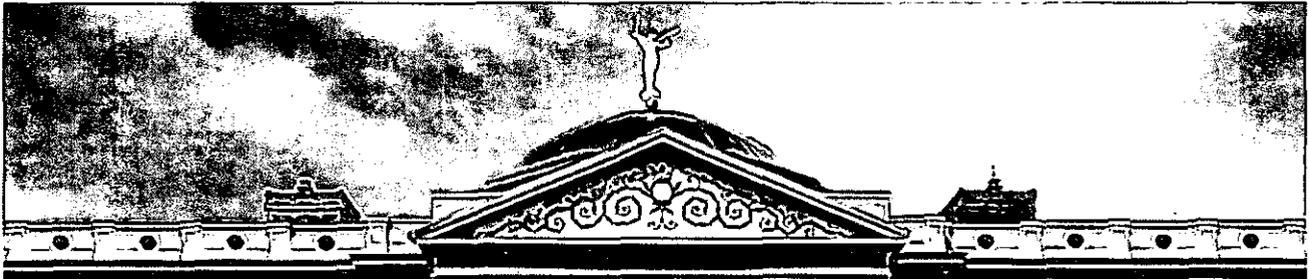
APPROVED AS TO FORM:

Norma Ortiz, City Clerk

Denis Fitzgibbons, City Attorney

Arizona State Legislature

Bill Number Search:



Fiftieth Legislature - First Regular Session

[Email a Member](#) | [Email Webmaster](#)[change session](#) | [printer friendly version](#)[Senate](#)[House](#)[Legislative Council](#)[JLBC](#)[More Agencies](#)[Bills](#)[Committees](#)[Calendars/News](#)[ARS TITLE PAGE](#) [NEXT DOCUMENT](#) [PREVIOUS DOCUMENT](#)**9-235. Vacancies in council**

A. The council shall fill a vacancy that may occur by appointment until the next regularly scheduled council election if the vacancy occurs more than thirty days before the nomination petition deadline, otherwise the appointment is for the unexpired term. This subsection does not apply to a charter city.

B. The member appointed shall meet the qualifications established in section 9-232.

Norma Ortiz

From: Tina Vannucci [tina@fitzgibbonslaw.com]
Sent: Tuesday, October 25, 2011 3:45 PM
To: Norma Ortiz
Subject: RE: League Interpretation of New Law Regarding Filling Council Vacancies

Norma

I suggest changing Section 2-1-4 to state "Any vacancies that may occur on the Council for whatever reason shall be filled in accordance with A.R.S. §9-235, as may be amended from time to time." Do you want me to prepare an ordinance for this revision? Please let me know if you have revisions to my suggested language.

Thank you.

Tina L. Vannucci, Esq.
Fitzgibbons Law Offices, P.L.C.
1115 E. Cottonwood Lane, Suite 150
Casa Grande, AZ 85122
(520) 426-3824
(520) 426-9355 (fax)
tina@fitzgibbonslaw.com



From: Norma Ortiz [mailto:normao@coolidgeaz.com]
Sent: Monday, October 17, 2011 10:55 AM
To: Tina Vannucci
Subject: FW: League Interpretation of New Law Regarding Filling Council Vacancies

Hi Tina,

Please see email below. In the last sentence, the League suggests that we revise our city code to reflect the new law. I'm attaching Chapter 2 for your review. It looks like we just need to revise Section 2-1-4 to read that vacancies will be filled by state law provisions. What do you think?

Norma C. Ortiz
Coolidge City Clerk
City of Coolidge
130 W. Central Ave.
Coolidge, AZ 85128
(520) 723-5361, Ext. #6009
(520) 723-7910 Fax

From: Joni Hoffman [mailto:jhoffman@azleague.org]
Sent: Tuesday, October 11, 2011 11:02 AM

11/17/2011

To: Attorneys; Clerks
Cc: Tom Belshe; cconnolly7@cox.net
Subject: League Interpretation of New Law Regarding Filling Council Vacancies

Hello everyone,

We have received many calls about the law passed last session regarding filling council vacancies. Please see the information below, which is the League's interpretation of the new law. Please note that it does NOT apply to charter cities. If you have further questions, please call Tom Belshe, Cathy Connolly or myself here at the League.

During the 2011 legislative session, SB 1318 (Chapter 271) was enacted specifying how vacancies on a general law city or town council, including the office of mayor, will be filled. The League has received a number of questions about this new law, and we hope that this memorandum will clarify its application.

The basics of the new law are:

1. The new law only applies to general law cities and towns, not to charter cities.
2. It only applies to cities and towns with four year staggered terms, not to those with two year terms.
3. It only applies when a current member of the council or the mayor resigns or otherwise leaves office with more than two and one-half years remaining in their term of office. The new law applies when the resignation occurs more than thirty days before the nomination petition deadline, which is ninety days before the primary election.
4. The vacancy is filled for the remaining two years at a regular city/town election, not a special election.
5. It is our opinion that if a candidate for the vacancy is elected at the primary, that person will take office following the canvass of the primary and does not have to wait until after the general election to take office as do other candidates elected at the primary.

An example may be the easiest way to explain the provisions:

Councilman Doe is elected to office in the Spring of 2010 and resigns his council office in September 2011 with nearly three years remaining on his term. The council accepts his resignation in October 2011 and appoints someone to fill the vacancy until after the next regular city or town election, which would be held in the Spring of 2012. When the city or town clerk prepares nomination packets for the 2012 election, the clerk will prepare two different petitions - a four year term petition and a two year term petition. Candidates can choose which term they wish to run for; they may not run for both. Candidate packets are due on December 14, 2012. At the 2012 primary election in March, the ballot will list the candidates for the four year terms and in a separate section, those for a two year term. If one of the candidates for the two year term receives a majority of the votes cast at the primary, that person takes office after the canvass of the primary. If not, the top two candidates for the two year term appear on the general election ballot, again in a separate section from those running for the four year terms, and the highest voter getter is elected and takes office with the other members of the council elected in 2012.

If Councilman Doe resigns in December 2011 and the city or town is holding its regular council elections in the spring of 2012, then the vacancy is filled by appointment because the resignation is not effective more than 30 days before the deadline for filing nomination petitions.

This new law supersedes any city or town code provisions you may have on filling council vacancies to the extent those provisions conflict with this new law. You may wish to amend your code to simply provide that vacancies will be filled as provided in state law rather than reciting the provisions in detail.

We hope you find the information helpful.

11/17/2011

Joni Hoffman
General Counsel
League of Arizona Cities and Towns
1820 W. Washington Street
Phoenix, AZ 85007
602.258.5786
jhoffman@azleague.org