MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of March 1969 by and between the STATE OF ARIZONA, acting through its State Highway Department, as party of the first part, and the TOWN of FLORENCE ARIZONA, a municipal Corporation, as party of the second part,

WITNESSETH:

WHEREAS, it is to the mutual benefit to the State of Arizona and the TOWN of FLORENCE to enter into an agreement covering the maintenance of those certain State Highway(s) known as U.S. Route No. 89 & State Route 287 89 & 87 which are State Highway(s) of the State of Arizona and which traverse(s) the said TOWN of FLORENCE over those certain street(s) known as Main Street, Butte Street, Colton Street and Fifth Street, which form(s) necessary and convenient link(s) for the connection of sections of the aforesaid State Highway(s), and for carrying of such State Highway(s) through said TOWN of FLORENCE, as more particularly set forth upon the map attached hereto and marked "Exhibit E" and by this reference made a part hereof.

NOW, THEREFORE, it is hereby mutually agreed by and between the TOWN of FLORENCE and the STATE OF ARIZONA, acting by and through its State Highway Department, as follows:

1. That the State of Arizona, acting by and through its State Highway Department shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance of the highways as delineated upon the map attached hereto and marked Exhibit "E"; said jurisdiction, control and responsibility to include the roadway, curbs, roadside, bridges, drainage, fences, snow removal, traffic, traffic signs and traffic markings, traffic signals and highway junction illumination.

2. That the Town of Florence shall furnish the State information as to annexation of any areas, including State Highways. At the time of said annexation, this agreement shall be amended by the inclusion of a revised map (Exhibit "E") delineating the additional highway alignment, which shall then be subject to the conditions of this agreement.

3. That the TOWN of FLORENCE shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance of sidewalks, sweeping and cleaning, sprinkling, street lighting and other like functions heretofore performed by the TOWN of FLORENCE.

4. That the maintenance functions heretofore referred to shall be assumed, performed and done in accordance with the "General Memorandum Concerning Maintenance - Traffic and Permits for State Highways in Cities", a copy of which is attached hereto marked Exhibit "A" and by this reference made a part hereto.

5. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to by the city or town. A copy of said regulations is attached hereto marked Exhibit "B", and by this reference made a part hereof.

(a) That conflicting city or town ordinances be changed to conform with said regulations.

6. That any or all of the terms, conditions and provisions, and either or all of the attached Exhibits "A", "B", "C", "D" and "E" forming a part hereof shall remain in full force and effect for a period of five (5) years from date hereof and the same may be amended, supplemented, terminated or extended by mutual consent of the parties hereto.

7. That this agreement shall supersede that certain agreement(s) dated September 9, 1940.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective duly authorized officers, the day and year first above written.

ATTEST:

Marella J. Mohr
City or Town Clerk

Town OF Florence, a Municipal Corporation

BY T. C. Henson
Mayor

ATTEST:

Vivian Thibodeau
Assistant Secretary
Arizona State Highway Commission

STATE OF ARIZONA, Acting by and through its State Highway Department

BY Justin Herman
Director of Highways

EXHIBIT "A"

GENERAL MEMORANDUM CONCERNING MAINTENANCE, TRAFFIC AND PERMITS FOR STATE HIGHWAYS WITHIN CITIES OR TOWNS

1. LEGAL RELATIONSHIP AND RESPONSIBILITIES: The State of Arizona assumes no obligations whatsoever, other than to maintain the highway, and it shall not be liable to the city or town or to any person, by reason of any acts or things done or omitted to be done in the maintenance of said highway to any greater extent than it would or could be held liable for any acts and things done or omitted to be done in the maintenance of any other highway of the State of Arizona.

2. MAINTENANCE: The word "Maintenance" as used herein is defined to include:

(a) The preservation and keeping of the rights of way and each type of roadway, structure and facility in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.

(b) The necessary provision for special safety conveniences and devices.

(c) The general utility services such as roadside planting and weed control.

(d) The special or emergency repair necessitated by accidents or by storms or other weather conditions, slides, settlements or other unusual or unexpected damage to a roadway, structure or facility.

(e) Such illumination of streets, roads, highway and bridges which is required for the safety of persons using the said streets, roads, highways and bridges.

(f) Inspection of highway bridges by an engineer of the Bridge Division of the State Highway Department.

3. SCOPE OF MAINTENANCE: The extent and type of maintenance of each highway or portion thereof shall be determined by the State Highway Engineer or the District Engineer having direct supervision of the area in which the city or town is located, taking into consideration that the same may be changed from

time to time in accordance with traffic requirements and moneys available therefor. Various types of maintenance include, but are not limited to, resurfacing, resealing, restriping and patching of the highway roadway.

4. HIGHWAY: The work "Highway" as is used herein, refers to the entire right of way secured or reserved for use in the construction and maintenance of the highway roadway, roadside, bridges, structures and drainage as hereinafter described.

5. ROADWAY: The work "Roadway" as used herein, refers to the entire width of the graded surface of the highway used for traffic.

6. ROADSIDE: The work "Roadside" as used herein, refers to the unimproved area between the roadway and the right of way boundary wherein curbs and sidewalks do not exist.

7. CURB: The word "Curb" as used herein, refers to the front-face to back-face of curb bordering the roadway and which controls parking limits and confines traffic within roadway limits.

8. SIDEWALKS: Where sidewalks and curbs exist, the word "Sidewalks" as used herein shall include all that area from the back of the curb to the right of way line, including the landscaping within.

9. BRIDGES: The word "Bridges" as used herein, refers to any highway structure having a clear span of 20 feet or over. Bridges will be investigated periodically by an engineer of the Bridge Division of the State Highway Department.

10. DRAINAGE: The word "Drainage" as used herein, refers to small structures, culverts, pipes, cattle guards, drainage and irrigation ditches, crown ditches, rip-rap and bank protection.

11. FENCE: The word "Fence" as used herein, refers to right of way fence.

12. SWEEPING AND CLEANING: "Sweeping and Cleaning" shall be the removal of dirt and litter normally coming onto the highway from the action of traffic or from natural causes.

13. SNOW REMOVAL:

(a) Snow removal operations will consist of clearing the surface roadway of snow and drifts and sanding of icey pavements.

(b) The City shall not allow snow to be dozed from private property or from intersecting side streets onto the State Highway.

14. LIGHTING: Lighting shall be installed after approval of Permit Form 215; consideration of the proposal to install lights shall include review of the proposed lighting design and its affect on the highway. Lighting equipment must not interfere with or obstruct any signal or other traffic device, or

in any way be a hazard to safety. Replacement of damaged equipment, other than normal maintenance items, shall be the responsibility of the prime investor; whereas normal maintenance shall be the responsibility of the city or authorized agents. Normal maintenance shall consist of relamping, cleaning, painting and replacing glassware. All lighting designs and equipment shall meet minimum requirements of the Arizona Highway Department.

15. TRAFFIC: The word "Traffic" as used herein, refers and is defined as pedestrians, ridden or herded animals, vehicles and other conveyances, either singly or together, while using any highway for purposes of travel.

16. TRAFFIC SIGNS:

(a) The word "Sign" as used herein, refers to the devices mounted on a fixed or portable support whereby a specific message is conveyed by means of words or symbols officially erected for the purpose of regulating, warning or guiding traffic.

(b) Stop signs to be installed at those intersections where city streets intersect the State Highway will be furnished to the city or town by the State Highway Department. The city or town will install the signs to State specifications and will replace those which are damaged or weathered from the supply issued by the State Highway Department.

(c) Speed limit signs prescribing the speed limit on those streets that are a part of the Highway System will be furnished to the city or town by the Highway Department. The city or town will install the signs to State specifications and will replace those which are damaged or weathered from the supply issued by the Highway Department.

(d) Street name signs shall be furnished and installed by the city or town under State specifications.

(e) Signs prescribing parking regulations shall be furnished and installed by the city or town in accordance with State specifications for traffic sign installation. All such signs which are in effect 24 hours a day shall be reflectorized.

(f) Information signs, including route shields, will be furnished and installed by the Highway Department.

(g) Highway signs must not interfere with or obstruct any signal or other traffic device, or in any way be a hazard to safety.

17. TRAFFIC MARKINGS: The word "Marking" as used herein, refers to all lines, words, colors or other devices, except signs, set into the surface of, applied upon or adjacent to the roadway, officially placed for the purpose of regulating, warning or guiding traffic.

18. TRAFFIC SIGNALS AND FLASHING BEACONS:

(a) The word "Signal" as used herein, refers to all manual or power operated traffic control devices, except a sign by which traffic is warned or is directed to take some specific action.

(b) Installation of traffic signals shall be in accordance with the minimum conditions cited in the "Manual on Uniform Control Devices for Streets and Highways, Department of Commerce, Bureau of Public Roads" and the Arizona Highway Department's General Specifications for "Electric Traffic Signals & Highway Lighting Systems", 1960 edition, with amended sections.

(c) The State shall furnish, upon request, personnel and facilities to provide necessary studies to determine the adequacy of existing traffic control.

(d) The Highway Department shall prepare plans and specifications for signal installations as approved by the Highway Commission.

(e) The Highway Department shall furnish all materials to be installed if the intersection meets signal warrants or if the installation is on a participating basis.

(f) The city shall furnish all labor and equipment necessary to install materials as designed and specified.

(g) The Highway Department shall conduct immediate and routine maintenance of the controller and components contained in the controller cabinet.

(h) The city shall furnish as necessary maintenance:

1. Electrical energy.
2. Fresh lamps, semiannually, or sooner as required.
3. Repaint poles, heads and cabinets every two years.
4. Focus heads as required.

(i) In the event of future construction projects at any signalized intersection, the traffic signals system shall be modified as necessary as a portion of the project. Payment for the modification shall be the responsibility of the party underwriting the total project.

(j) In the event of damage to any of the equipment, replacement material shall be furnished by the Highway Department and installed by the city. This item does not include burned out light bulbs which are specifically covered elsewhere.

19. STRIPING:

(a) All paint used for lane lines, channelization or cross walks by either the city or State shall be white, except for those locations specifically designated as school crossings. School crossings shall be established on the State Highway System by mutual agreement of the proper school authorities and the Highway Department. Paint installed at school crossings shall conform to Statewide standard yellow color.

(b) The Highway Department shall install and maintain traffic lane striping on all streets that are a part of the State Highway System.

(c) The Highway Department shall install and maintain all channelization formed by the use of paint.

(d) The city shall maintain all crosswalks presently in place across streets which are a part of the State Highway System. The city may install additional cross walks across the State Highway System at established intersections. The city shall install cross walks between intersections only at those locations approved by the Highway Commission.

20. CHANGE OF GRADE: Should any change of grades become necessary in the streets covered by this agreement, the city shall furnish all rights of way necessary to the changing of said grade and shall be responsible for any and all resulting damage arising out of said change of grade to the same extent as it would have been had this agreement not been entered into.

21. PARKING: The city shall not at any time during the life of this agreement permit vehicles to be left standing on the streets covered by this agreement in any other manner than at the curb of said street and parallel thereto under such regulations as the city may by ordinance provide. The outer limits of the parallel parking zones shall be installed initially by the State; maintenance of the line and subdivision into spaces shall be done by city forces.

22. ENCROACHMENTS:

(a) No signs or marquees other than those to be constructed in accordance with Highway Department standards for signs or marquees shall be permitted to be installed to project over or extend into the highway beyond the right of way line, as noted in paragraph (c) below, and in Exhibit "B" attached hereto.

(b) The city shall not permit or allow any encroachments upon or private use of said streets within the highway right of way for the full length thereof within its corporate limits. In the event of any encroachments or any improper use of said streets within the right of way, the city shall take

all necessary steps to remove or prevent any such encroachment or use, failing in which the State shall have the right to proceed with the removal or prevention thereof and the cost thereof shall be paid to the State by the city.

(c) In the case of "permitable encroachment or uses" as allowed by the State Highway Commission and the Highway Department Specifications and Standards, the city shall see that proper application for an encroachment permit shall be made on Form 215, (Exhibit "C"), together with three copies of the plan or elevation of the encroachment or use. Said application shall be filed with the Arizona Highway Department in Phoenix, Arizona. The Traffic Engineering Division shall review and approval all encroachment applications prior to release of permit. If and when the application is approved by the Highway Department, Permit Card, Form 114 (Exhibit "D") will be issued.

(d) Before any public utility or any person shall lay mains, pipes, conduits, wires, erect poles, sewers and the like within the right of way of the highway, they shall first obtain a permit from the State Highway Department so to do. All such work shall be installed, performed and maintained in accordance with the rules and regulations and under the supervision of the State Highway Engineer. At the conclusion of such work, the highway shall be left in as good condition as it was before the work was started and to the satisfaction of the State Highway Engineer.

(e) A permit shall first be obtained from the State Highway Department before any of the following acts or things shall be done or performed, to-wit:

1. Place, change, repair or renew an encroachment.

2. Make an opening or excavation in the roadway for any purpose.

3. Plant, remove, prune, cut down, injure or destroy any trees, shrubs, plants or flowers growing within the highway boundaries.

4. Cut curb, make road or driveway approaches.

5. Cutting highway fence or constructing gates or driveways.

23. TRANSPORTATION PERMITS: Before any non-exempt vehicle or loads, exceeding limits prescribed by law, shall operate or be moved over any portion of the highway or over any highway bridges, a permit to do so shall first be obtained from the State Highway Department.