CONTRACT NO. 79-428

JPA-79-02

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CHANDLER

MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into pursuant to A.R.S. 11-951 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE," and the CITY OF CHANDLER a municipal corporation, hereinafter called "CITY."

WHEREAS, the Director, Arizona Department of Transportation is empowered by A.R.S. 28-108 to enter into this Agreement, and has duly authorized the Assistant Director, Highways Division, to execute the same, said authorization being attached hereto and incorporated herein as Exhibit A;

WHEREAS, the CITY, acting by and through its duly elected governing body, has, pursuant to A.R.S. 9-672, by that certain resolution attached hereto and incorporated herein as Exhibit B, resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, it is to the mutual benefit of the STATE and the CITY to enter into an agreement specifying their respective construction and maintenance responsibilities concerning certain State highway routes which are encompassed within the CITY's system of streets and which form necessary and convenient links in the State Highway System, which streets and highways are more particularly set forth and delineated upon the map attached hereto and incorporated herein as Exhibit C.

NOW, THEREFORE, the parties hereto mutually agree to the following:

1. Except as otherwise expressly provided in this Agreement, the STATE shall be responsible for the following maintenance and construction of betterments on those highways and streets delineated on Exhibit C.

a. Betterment or reconstruction of roadway, curbs, medians and channelization;

b. Bridges and drainage; and

c. Guardrails and fences; and

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Date Filed 10-27-79
Secretary of State

d. Transportation permits, such as overweight, overwidths and overheight as prescribed by law; and

e. Permits for highway right-of-way encroachments and use; and

f. Resurfacing, resealing, construction and replacement of roadways; and

g. Furnish and maintain all traffic control signs (except street name and parking signs), and lane, crosswalk and initial parking striping. Electrical devices, including but not limited to traffic signals and intersection lighting, will be covered by separate agreement and will be governed by that agreement.

2. Except as otherwise expressly provided in this Agreement, the CITY shall have responsibility for and provide:

a. Routine maintenance (including sweeping, cleaning and minor repairs) of roadway surfaces, sidewalks, curbs, medians and catch basins; and

b. Maintenance of median landscaping (including water); provided that landscape maintenance covered by separate agreement will be by that agreement; and

c. Street lighting and street lighting maintenance. Street or boulevard lighting may be installed only after approval of Permit Form 22-5101. Street lighting will be installed consistent with good engineering practice so as not to interfere with or obstruct any signal or other traffic device. Maintenance consists of all repairs and replacement of equipment and includes energy charges; and

d. Removal of sand, rock and other debris caused by slides or other unusual causes; and

e. Parking striping (after initial installation); and

f. Street name and parking signs.

3. Upon the annexation of any area by the City which is traversed by an STATE highway, that length of such highway which is within the annexation boundaries shall become subject to the terms of this Agreement, and the CITY shall furnish the STATE

a revised map indicating the portion or portions of STATE's highway affected, which map shall be incorporated herein as an amendment to this Agreement.

4. Those certain regulations captioned "Authorized Position of Advertising Signs Along State Highway Right-of-Way" attached hereto and incorporated herein as Exhibit "D" shall be adhered to by the CITY except, however, that the CITY may enforce more restrictive regulations if authorized by law.

5. The CITY shall, by appropriate policies of insurance or through self-insurance programs, provide full liability and property damage coverage on all employees engaged in performing those duties herein agreed to be performed by the CITY. Any such coverage shall include misfeasance, nonfeasance and malfeasance. The CITY will maintain the insurance for the period of this Agreement.

6. The CITY shall set aside sufficient funds to cover cost of fulfilling its responsibilities set forth in this agreement.

7. As required by A.R.S. 28-641, the CITY shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways during all maintenance operations conducted by the CITY on State Highway right-of-way.

8. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

9. That this Agreement shall supersede all previous street maintenance agreements, except those agreements for traffic control devices, safety illumination and roadside development.

10. That all work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the STATE.

11. That this Agreement shall be filed with the Secretary of the State and shall become effective on the date of such filing.

12. Attached hereto are resolutions of the Department of Transportation (Exhibit A) and the City of CHANDLER

(Exhibit B) authorizing both entities to enter into this Agreement; and a written determination by the City Attorney of CHANDLER (Exhibit E) that this agreement is in proper form and within the powers and authority granted to the CITY OF CHANDLER under the laws of this State.

13. All parties are hereby put on notice that this contract (Agreement) is subject to cancellation by the Governor pursuant to Arizona Revised Statutes, Section 38-511.

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

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: [signature]

Title: Chief Deputy State Engineer

CITY OF CHANDLER

By: [signature]

Title: MAYOR

ATTEST:

Helen McCain

OFFICE OF THE
Attorney General
1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
~~XXXXXXXXXXXX~~
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 79-428 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 20th day of June, 1979.

ROBERT K. CORBIN
Attorney General

Albert Morgan

ALBERT MORGAN
Assistant Attorney General

EXHIBIT "A"

RESOLUTION

Be it resolved on this date, July 9, 1979, I, WILLIAM A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the CITY OF Chandler, acting by and through its CITY COUNCIL, enter into the Intergovernmental Agency agreement for the purpose of entering in a maintenance agreement for certain highways which traverse the CITY OF CHANDLER, and request the CITY to perform certain work and supply necessary materials required to maintain the specified highways in the manner specified in the attached agreement, and I hereby authorize the Assistant Director, Highways Division to execute said Agreement.

W. A. Ordway

WILLIAM A. ORDWAY, Director
Department of Transportation

EXHIBIT "B"

STATE OF ARIZONA)
: SS
County of Maricopa)

I, Helen McCain, City Clerk,

of the CITY OF CHANDLER, ARIZONA, do hereby certify that the following is a true and correct extract of the minutes of the City Council meeting held February 22, 1979.

"Resolution No. 817, authorizing the execution of the agreement with the Arizona Department of Transportation, was presented.
Moved by Mr. Patterson, seconded by Mr. Stricklin, the agreement be approved and Resolution No. 817 be adopted. The motion carried unanimously, all members present voted "Aye"."

In Witness Whereof, I have hereunto set my hand and affixed the Official Seal of the City of Chandler, Arizona. Done in Chandler, Arizona this 27th day of February, 1979.

Helen McCain
City Clerk

RESOLUTION NO. 817

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING EXECUTION OF CERTAIN AGREEMENTS WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION.

BE IT RESOLVED by the City Council of the City of Chandler, Arizona:

> That the Mayor of the City of Chandler is hereby authorized and directed on behalf of the City of Chandler to execute a certain intergovernmental agreement between the State of Arizona and the City of Chandler relating to Highway Maintenance.

PASSED AND APPROVED by the City Council of the City of Chandler, Arizona, this 22nd day of February, 1979.

MAYOR

ATTEST:

CITY CLERK

C E R T I F I C A T I O N

I HEREBY CERTIFY that the above and foregoing Resolution No. 817 was duly passed and approved by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 22nd day of February, 1979, and that a quorum was present thereat.

CITY CLERK

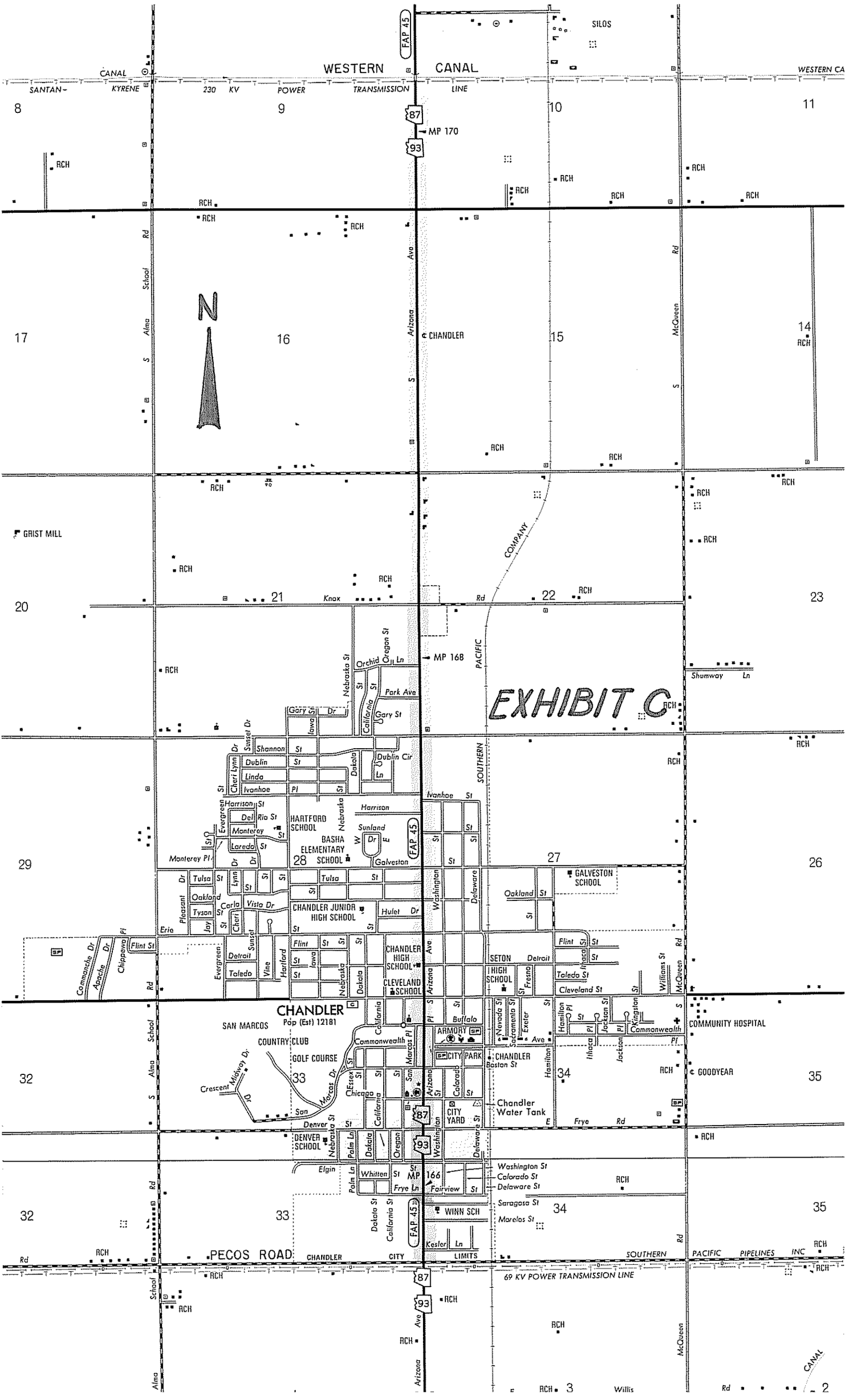
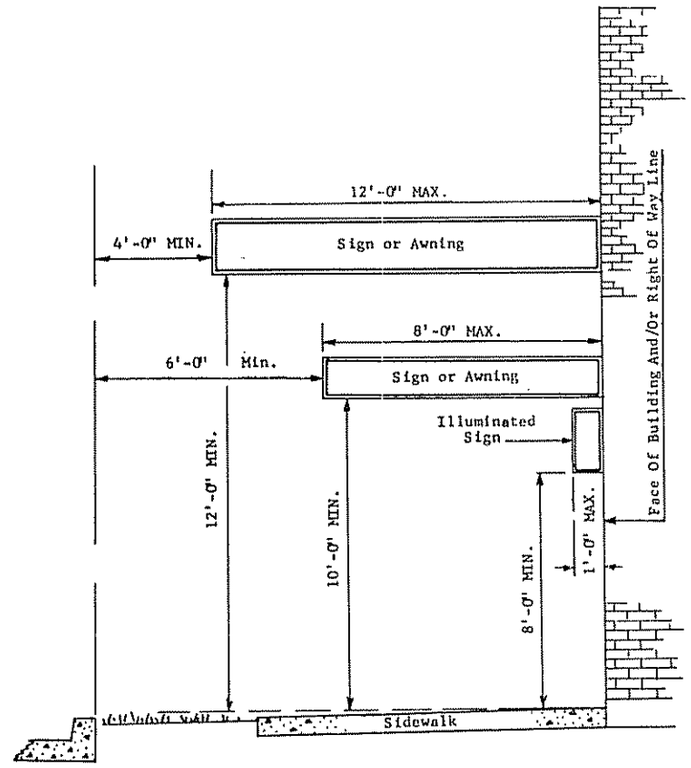


EXHIBIT C
WESTERN CANAL
SANTAN-KYRENE 230 KV POWER TRANSMISSION LINE
SILOS
MP 170
MP 168
MP 166
CHANDLER
Pop (Est) 12181
SAN MARCOS COUNTRY CLUB GOLF COURSE
HARTFORD SCHOOL
BASHA ELEMENTARY SCHOOL
CHANDLER JUNIOR HIGH SCHOOL
CHANDLER HIGH SCHOOL
CLEVELAND SCHOOL
SETON HIGH SCHOOL
GALVESTON SCHOOL
DENVER SCHOOL
WINN SCH
ARMORY
CITY PARK
CITY YARD
Chandler Water Tank
COMMUNITY HOSPITAL
GOODYEAR
GRIST MILL
PACIFIC SOUTHERN COMPANY
PACIFIC PIPELINES INC
69 KV POWER TRANSMISSION LINE
PECOS ROAD
CHANDLER CITY LIMITS
FAP 45
87
93
RCH



PERMIT NEEDED

GENERAL NOTES

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.

2. No advertising signs are allowed on any Interstate or Rural highway rights of way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.

3. Signs with words "Stop", "Slowdown", etc. or signs similar in shape or color to official traffic signs are not permitted.

4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.

5. Illuminated signs attached to a building facing the R/W are permitted as shown.

6. An outdoor advertising permit is required for off premise signs.

7. Ground supported or portable signs shall not be placed within any right of way areas.

DESIGN APPROVED	ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION STANDARD PLANS	REV DATE
APPROVED FOR DISTRIBUTION	PERMIT REGULATIONS FOR SIGNS AND AWNINGS	PLAN NO. 22 5505 7/77 (FORMERLY 22 2228)

Exhibit "D"

CITY ATTORNEY'S CERTIFICATION

This is to certify that the City of Chandler is authorized under the laws of the State of Arizona and the City Charter to enter into an intergovernmentatl agreement for the maintenance of Arizona Avenue.

This agreement is acceptable as to form.

John H. Dick

John Dick
City Attorney

February 23, 1979

Exhibit "E"