JPA-79-13

INTERGOVERNMENTAL MAINTENANCE AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE TOWN OF MIAMI

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the TOWN OF MIAMI, a municipal corporation hereinafter called "TOWN".

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the TOWN is empowered by Arizona Revised Statutes Section 9-672, to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN.

NO. 5978
FILED WITH SECRETARY OF STATE
Date Filed 12-11-79
Secretary of State

Attached to this Agreement and incorporated herein by reference as Exhibit "B" is a copy of the written determination of the appropriate attorney that the TOWN is authorized under the law of this State to enter into this Agreement and that it is in proper form.

WHEREAS, it is to the mutual benefit of the STATE and the TOWN to enter into an agreement covering the maintenance of these certain State Highways known as U. S. 60 which is a State Highway of the STATE OF ARIZONA and which traverse the said TOWN OF MIAMI over those certain streets which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said TOWN, as more particularly set forth upon the map attached hereto and marked Exhibit "C", and by reference made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The TOWN shall set aside sufficient funds to accomplish the maintenance responsibilities set forth in this agreement.

2. The STATE shall set aside sufficient funds to accomplish the maintenance and betterment responsibilities within the TOWN as set forth by this agreement.

3. That the STATE, acting by and through its Department of Transportation shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked Exhibit "C", said jurisdiction, control and responsibility to include:

a. Betterment of reconstruction of roadway, curbs, sidewalks, medians and channelization.

b. Bridges and drainage.

c. Guardrails and fences.

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

e. Routine maintenance of roadway and curbs.

f. Permits for highway right of way encroachments and use.

g. Removal of snow, sand, rock and other debris caused by slides or other causes.

h. Traffic control devices, including signs, approved crosswalks, striping and marking (except street name and parking).

4. That the TOWN shall, except as otherwise expressly provided in this agreement have jurisdiction and control over routine maintenance of:

a. Sidewalks

b. Sprinkling

c. Street lighting (other than safety lighting).

d. Street name signs.

e. Routine sweeping and cleaning of roadway and curb.

f. Parking signs, parking lane striping and curb markings after initial installation.

5. That the TOWN shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto State Highways.

6. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the TOWN. A copy of said regulations is attached hereto and marked Exhibit "D", and by reference made a part hereof.

7. That the TOWN shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the State Highway right of way. The TOWN will maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked Exhibit "E" and by reference made a part hereof.

8. That the TOWN will provide traffic control in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the TOWN on the State Highway right of way.

9. All work performed under the provisions of this agreement shall be performed in a manner satisfactory to the Department of Transportation.

10. It is understood that this Agreement will cancel and supersede any previous Agreements for street maintenance, and betterment on those State Highways which traverse within the boundaries of the TOWN.

11. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of January, 1979, but in no event prior to its being filed with the Secretary of State.

12. It is understood that this Agreement may be amended, or supplemented, by mutual consent of the parties hereto at any time with all other conditions set forth remaining in effect.

13. This Agreement shall remain in force and effect until midnight December 31, 1979, and shall there-

after be automatically renewed for successive periods of one (1) year, 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 expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

14. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

15. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

16. All parties are hereby put on notice that this 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 the day and year first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____
Chief Deputy State Engineer

TOWN OR CITY OF MIAMI

By: Katie Weiner

TITLE: MAYOR

ATTEST:

_____
Clerk or Manager

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

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 79-854 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 14th day of November, 1979.

ROBERT K. CORBIN
Attorney General

Albert Morgan

ALBERT MORGAN
Assistant Attorney General

RESOLUTION

Be it resolved on this date 11-29-79 I, W. 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 Town of Miami, enter into the inter-governmental agreement for the purpose of maintaining certain State Highways known as U. S. 60, which is a State Highway of the State of Arizona and which traverses the said Town of Miami over those certain streets which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said Town.

W A Ordway

W. A. ORDWAY, DIRECTOR
Arizona Department of Transportation

a. Co-ordinator McCoy reported that he found out that the Town cannot exempt anyone on sewer fees, but a class of people (such as senior citizens with less income than $5,000.00) can be exempted on garbage fees.
   1. Attorney Dawson stated that this could be worded so that they have to apply for the exemption. This way the Town is not invading their privacy in order to receive the exemption.

b. On question from Councilman Valdez, Co-ordinator McCoy stated that he did not have an answer on the other 2 suggestions (private contractors or alternative dump site) made by the committee.

VI Unfinished Business

A. Councilman Barcon asked if anything had been done on the resolution on art in public places. Mayor Weimer replied that this will have to be discussed in a worksession because some changes are needed.

B. Motion to sign the agreement with the Highway Department that was presented to the Council last month. Motion by Councilman Santa Anna, seconded by Councilman Valdez, and voted unanimous.

C. Councilman Barcon stated that he had talked to Lionel Blair about the Mackey Camp bridge and he thought that the Town might be able to go around another area and come out on Canyon Avenue. This would be cheaper for the Town than the bridge would be and it would still be an access road for the people in Mackey Camp.
   1. Mayor Weimer instructed Co-ordinator McCoy to contact Mr. Blair on the matter; the Street Department should also be involved.

D. Councilman Valdez stated that he had received a complaint from Joe Gomez on Sykes Alley that sewer affluent was penetrating the top of the street. He suggested that Superintendent Garcia check into the matter.
   1. Superintendent Garcia replied that the line had been checked Friday and there wasn't any problem. He will contact Mr. Gomez about the matter.

VII New Business

A. Demolition of Old High School
   1. On question from Councilman Santa Anna, Mayor Weimer stated that the Town will call for bids.
   2. Motion to advertise for bids for the demolition of the old High School. Motion by Councilman Santa Anna and seconded by Vice-Mayor Maxwell.
      a. On question from Vice-Mayor Maxwell, Mayor Weimer stated that Housing Director Schmidt will be in charge of the project because it will be using HUD funds.
      b. On question from Vice-Mayor Maxwell, Robert Denney stated that he will have a few suggestions on possible items to include in the specifications. Also, during the course of construction, the Forest Investment Corporation will ask for the opportunity to have on-site inspectors from their organization make inspections about once a week. This is to make sure that the work is done so that they can put buildings on the site.

DATE:

TO: TOWN COUNCIL OF MIAMI

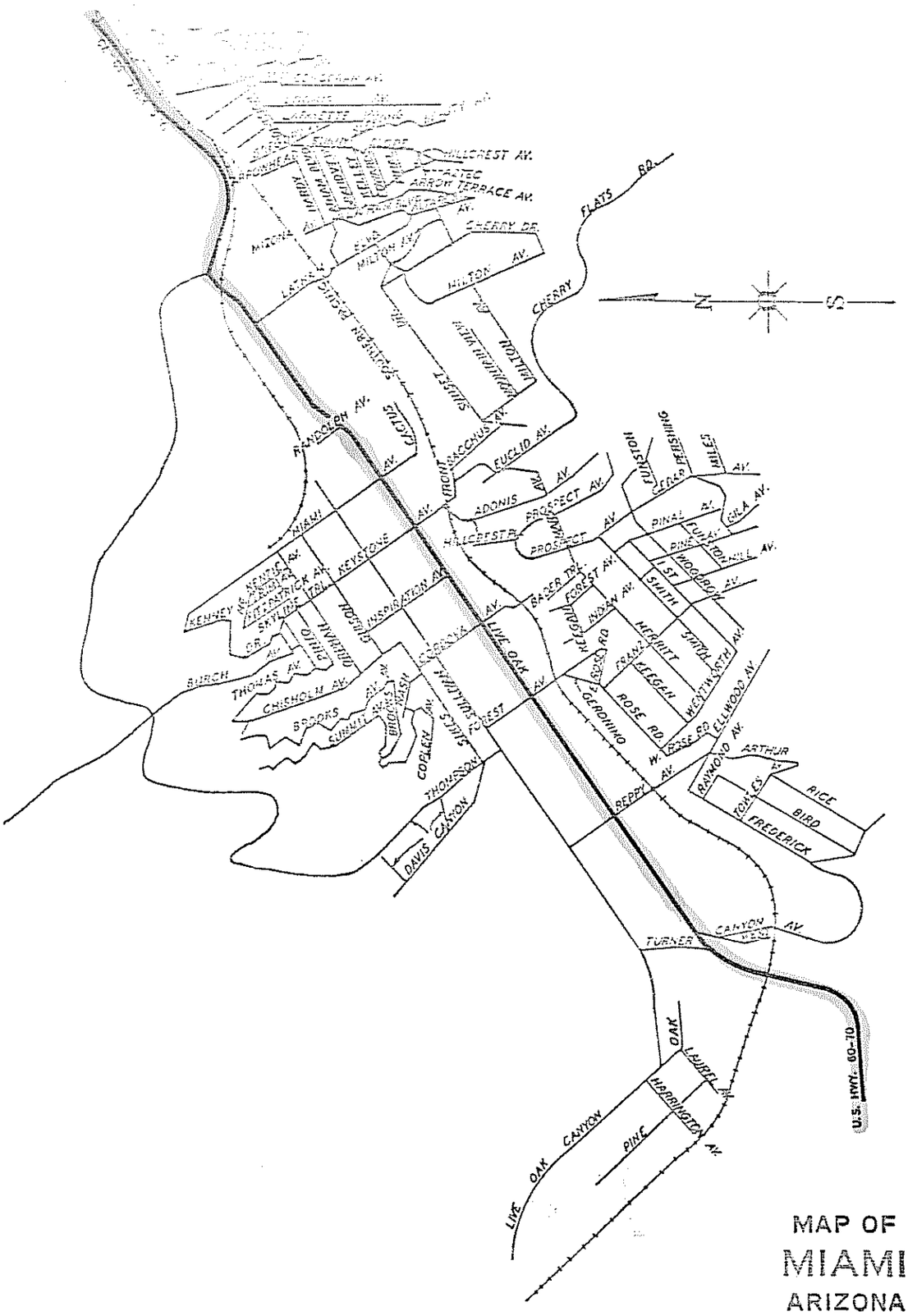
FROM: TOWN ATTORNEY

RE: INTERGOVERNMENTAL MAINTENANCE AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF MIAMI

I have determined that the above agreement is in proper form and that the TOWN is authorized under the laws of the State of Arizona to enter into it.

Edward L. Dawson

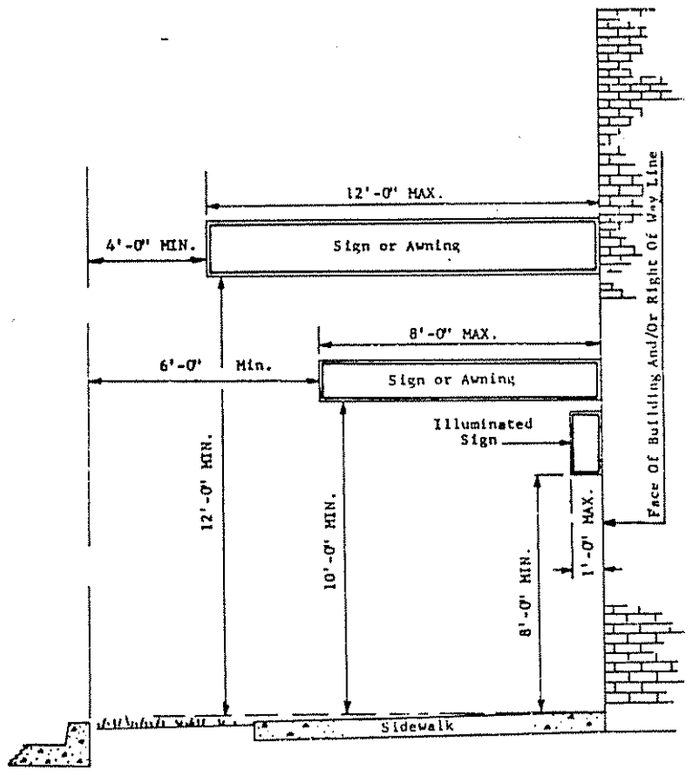
EXHIBIT "B"



MAP OF
MIAMI
ARIZONA

EXHIBIT "C"

ARIZONA DEPARTMENT OF TRANSPORTATION



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.

Exhibit "D"