JPA-79-16

MAINTENANCE AGREEMENT NO. 22637

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 PHOENIX, 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; and

WHEREAS, the CITY, acting by and through its duly elected governing body, has, pursuant to A.R.S. § 90672, by that certain ordinance 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; and

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."

The portions of the State Highway System covered by this Agreement shall be:

I-17 - known as the Black Canyon Freeway

1-10 - known as the Maricopa Freeway

US 60 - known as the Wickenburg-Phoenix-Globe Highway

SR 85 - known as the Buckeye-Phoenix-Tucson Highway

NO. 5747
FILED WITH SECRETARY OF STATE
Date Filed 10-9-79
Secretary

US 89 - known as the Nogales-Phoenix -Page Highway

93 - known as the Nogales-Phoenix-Kingman Highway

SR 143 - known as the Hohokam Expressway

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

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

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

f. Furnish and provide initial or original installation of all traffic control signs (except street name and parking signs), and initial or original lane, crosswalk and 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 OF PHOENIX for Routes 60, 85, 89 and 93 shall have responsibility for and provide:

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

b. Maintenance of landscaped areas (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 by STATE of Permit Form 22-5101. Maintenance consists of all repairs and replacement of equipment and includes energy charges; and

d. Management of right-of-way encroachments according to the applicable statutes; issuing encroachment permits and notices of illegal encroachments as authorized or required by law. Copies of encroachment notices and permits, including sketches showing exact locations of encroachments will be forwarded to the STATE. Forms of encroachment notices and permits will be furnished by the STATE, copies of which are attached and marked as Exhibits "D" and "E"; and

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

f. Striping and marking (after initial installation); and

g. Street name signs.

Frontage Roads and Cross Roads for I-10 and I-17:

Routine maintenance of the frontage roads (back of curb, next to Freeway, to right-of-way line) and cross streets including sweeping, signing and striping, as shown in "Exhibit C." Routine maintenance does not include resurfacing, sealing, maintenance or improvements of drainage facilities, physical betterments or traffic signal systems.

3. Upon the annexation of any area by the CITY which is traversed by a 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. The certain regulations captioned "The Arizona Outdoor Advertising Control Regulations" (Rule No. R17-3-711) are incorporated herein by reference and shall be adhered to by the CITY except, however, that the CITY may enforce more restrictive regulations if authorized by law. A copy of these Regulations may be obtained from the STATE's Highways Division Maintenance Permits Services.

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

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

12. Attached hereto is resolution of the STATE (Exhibit A) and Ordinance No. S-11277 of the CITY (Exhibit B) authorizing both entities to enter into this Agreement; and a written determination by the City Attorney that this agreement is in proper form and within the powers and authority granted to the CITY 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.

CITY OF PHOENIX, a municipal corporation
Marvin A. Andrews, City Manager

By _____

Title COMMUNITY SERVICES MANAGER

ATTEST:

_____
ACTING City Clerk

APPROVED AS TO FORM:

_____
ACTING City Attorney

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By _____

Title Chief Deputy State Engineer

4908B

EXHIBIT "A"

RESOLUTION

Be it resolved on this date, October 5, 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 PHOENIX, 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 PHOENIX, 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.

WILLIAM A. ORDWAY, Director
Department of Transportation

4908B

EXHIBIT "B"

ORDINANCE NO. S 11277

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A MAINTENANCE AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR STATE HIGHWAYS WITHIN THE CITY LIMITS; PROVIDING FOR THE TERMS THEREOF; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That the City Manager be, and he is hereby, authorized to enter into a maintenance agreement with the Arizona Department of Transportation for the following major streets and freeways:

1. I-17 - Known as the Black Canyon Freeway
2. I-10 - Known as the Maricopa Freeway
3. US 60 - Known as the Wickenburg-Phoenix-Globe Highway
4. SR 85 - Known as the Buckeye-Phoenix-Tucson Highway
5. US 89 - Known as the Nogales-Phoenix-Page Highway
6. 93 - Known as the Nogales-Phoenix-Kingman Highway
7. SR 143- Known as the Hohokam Expressway

SECTION 2. That the basic allocation of responsibility shall be as follows:

1. Major Streets

   A. State Responsibility:
   Preventive maintenance (including resurfacing and sealing), replacements, repairs, and other improvements or betterments of roadway, curbs, medians, and guard rails, sidewalks, roadside, bridges, drainage, and fences. Issuing transportation permits such as overweight or overwidth.

   B. City Responsibility:
   Routine maintenance of roadway (including sweeping), medians, curbs and sidewalks, sprinkling, median and other landscape maintenance (including water), street lighting, street name and parking signs, and marking. Removal of sand, rocks and other hazardous debris. Traffic signs, signals, striping and marking, and street

safety illumination. Issuing right-of-way encroachments and use permits.

2. Freeways

A. State Responsibility:
Maintenance (including resurfacing and sealing), replacements, betterments, and other improvements of all facilities except as specifically delegated to the City.

B. City Responsibility:
Routine maintenance of the paved surface of the frontage roads only (not including entrances and exits of the Freeway) (including sweeping) and payment of energy charges for lighting city streets or being over and under the freeway, street lighting for local streets intersecting with frontage roads, and water for landscaping as mutually agreed upon.

SECTION 3. The term of the said maintenance agreement shall be for five (5) years and may contain a provision for automatic renewal for successive periods of five (5) years.

SECTION 4. WHEREAS, the immediate operation of the provisions of this ordinance is necessary for the preservation of the public peace, health and safety, an EMERGENCY is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage by the Council as required by the City Charter and is hereby exempted from the referendum clause of said Charter.

PASSED by the Council of the City of Phoenix this 7 day of August, 1979.

VICE MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

Acting City Attorney

REVIEWED BY:

City Manager

STATE OF ARIZONA
COUNTY OF MARICOPA } SS

I, BEULAH BRADLEY, DEPUTY City Clerk of the City of Phoenix, County of Maricopa, State of Arizona, do hereby certify and attest the foregoing to be a full, true and correct copy of ~~Resolution~~ Ordinance No. S-11277 of the City of Phoenix, Arizona, as adopted by the City Council of the City of Phoenix at a ~~Special~~ Regular Meeting held on the 7th day of August, 1979, all as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Phoenix to be affixed hereunto this 20th day of August 1979.

DEPUTY City Clerk

CITY OF PHOENIX & STATE HIGHWAY DEPT

MAINTENANCE AGREEMENT

EXHIBIT "C"

PHOENIX - CASA GRANDE HIGHWAY

WILLIAMS FIELD ROAD - 20TH STREET

INTERSTATE 10

HOHOKAM EXPRESS WAY

STATE ROUTE 143

PHOENIX - CORDES JUNCTION HIGHWAY

20TH STREET - PINNACLE PEAK ROAD

INTERSTATE 17

BUCKEYE - PHOENIX HIGHWAY

51ST AVE - 7TH AVE

STATE ROUTE 85

WICKENBERG - PHOENIX HIGHWAY

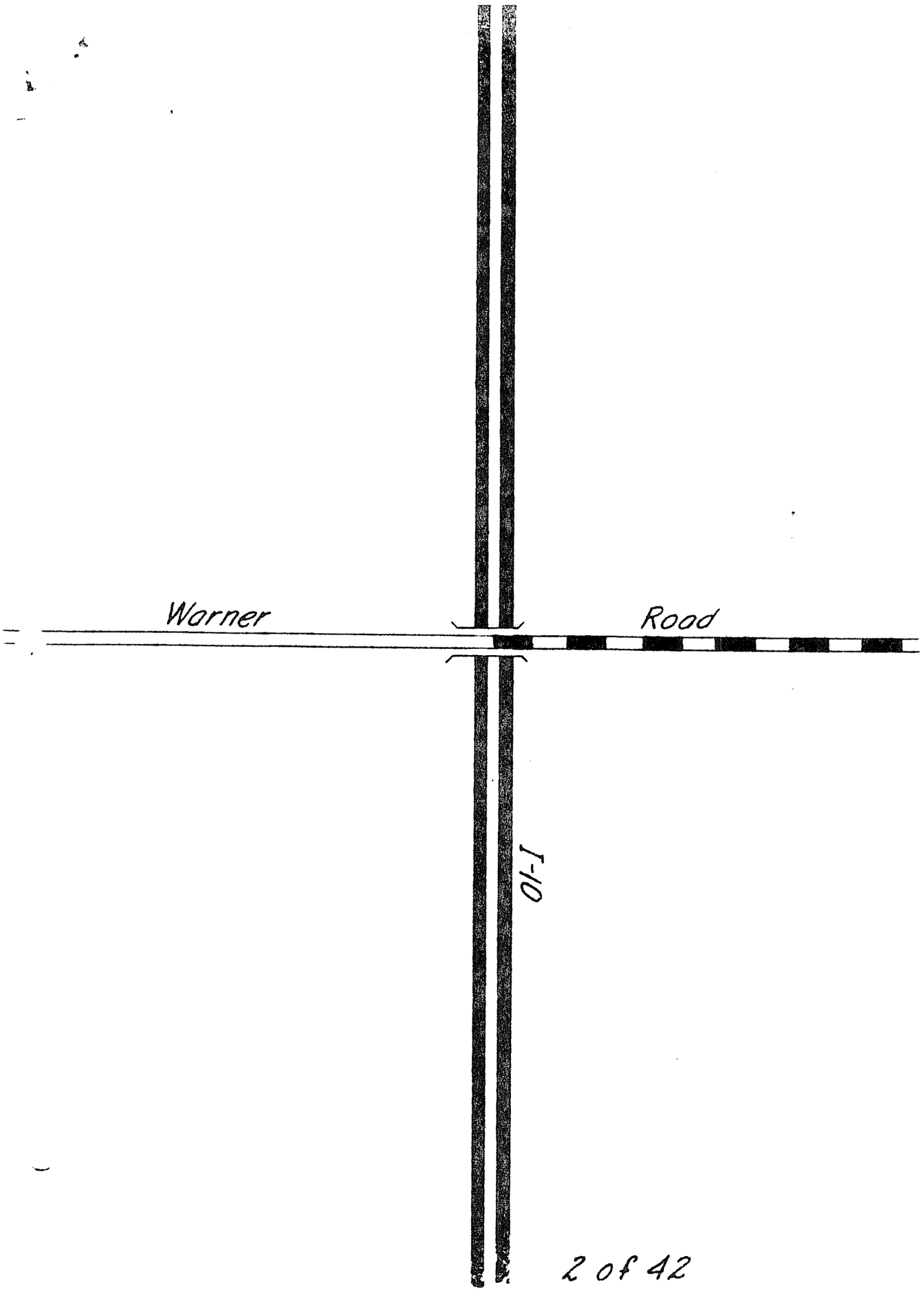
CAMELBACK - TEMPE CITY LIMIT

US 60

Maintain by the State

Maintain by City of Phoenix

Maintain by Others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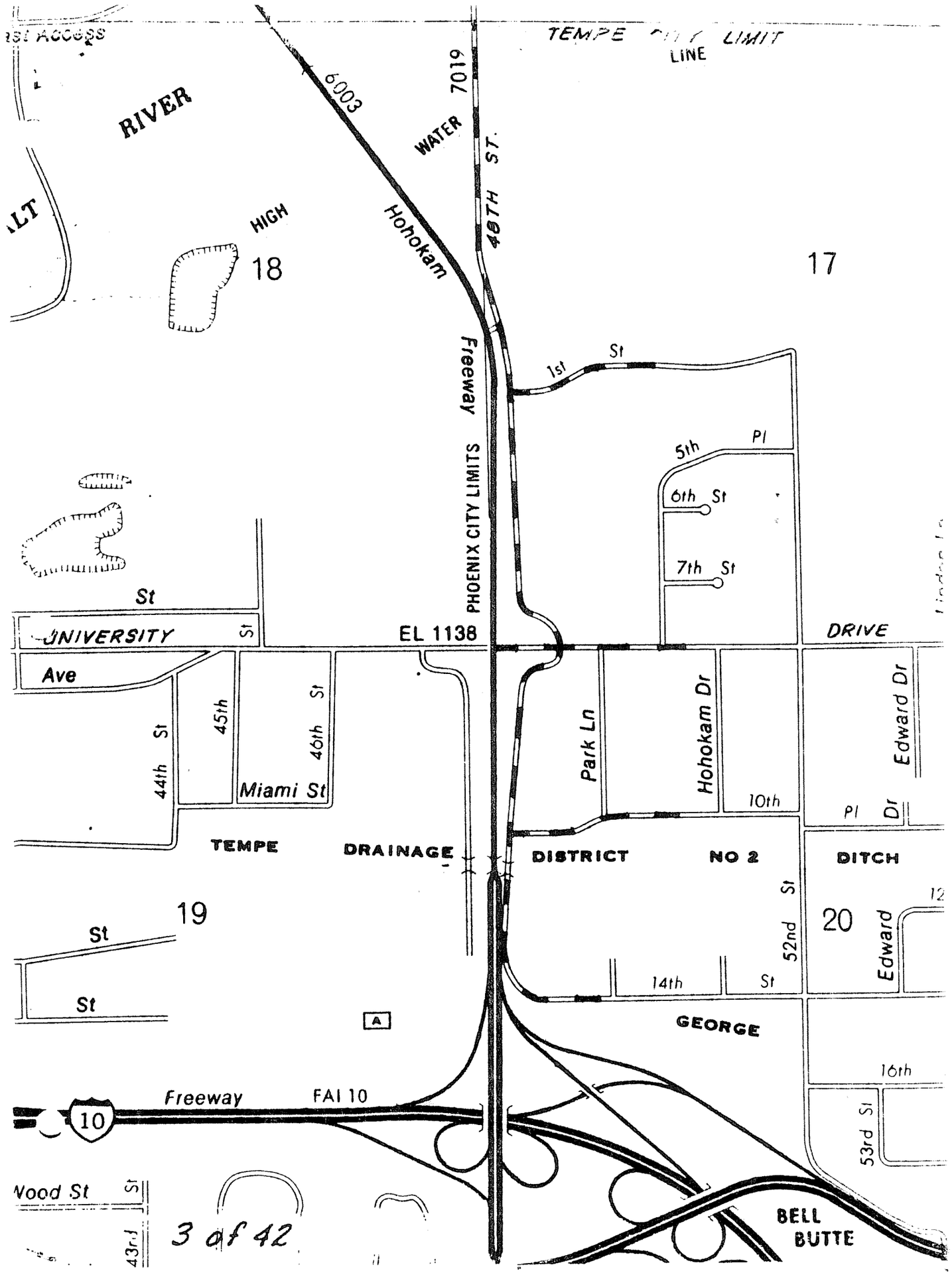
I-10



TEMPE CITY LIMIT
LINE
RIVER
HIGH
18
17
6003
7019
WATER
48TH ST.
Hohokam
Freeway
PHOENIX CITY LIMITS
1st St
5th Pl
6th St
7th St
St
UNIVERSITY
St
EL 1138
DRIVE
Ave
44th St
45th
46th St
Miami St
Park Ln
Hohokam Dr
10th
Edward Dr
Pl
Dr
TEMPE
DRAINAGE
DISTRICT
NO 2
DITCH
19
St
St
52nd St
20
Edward
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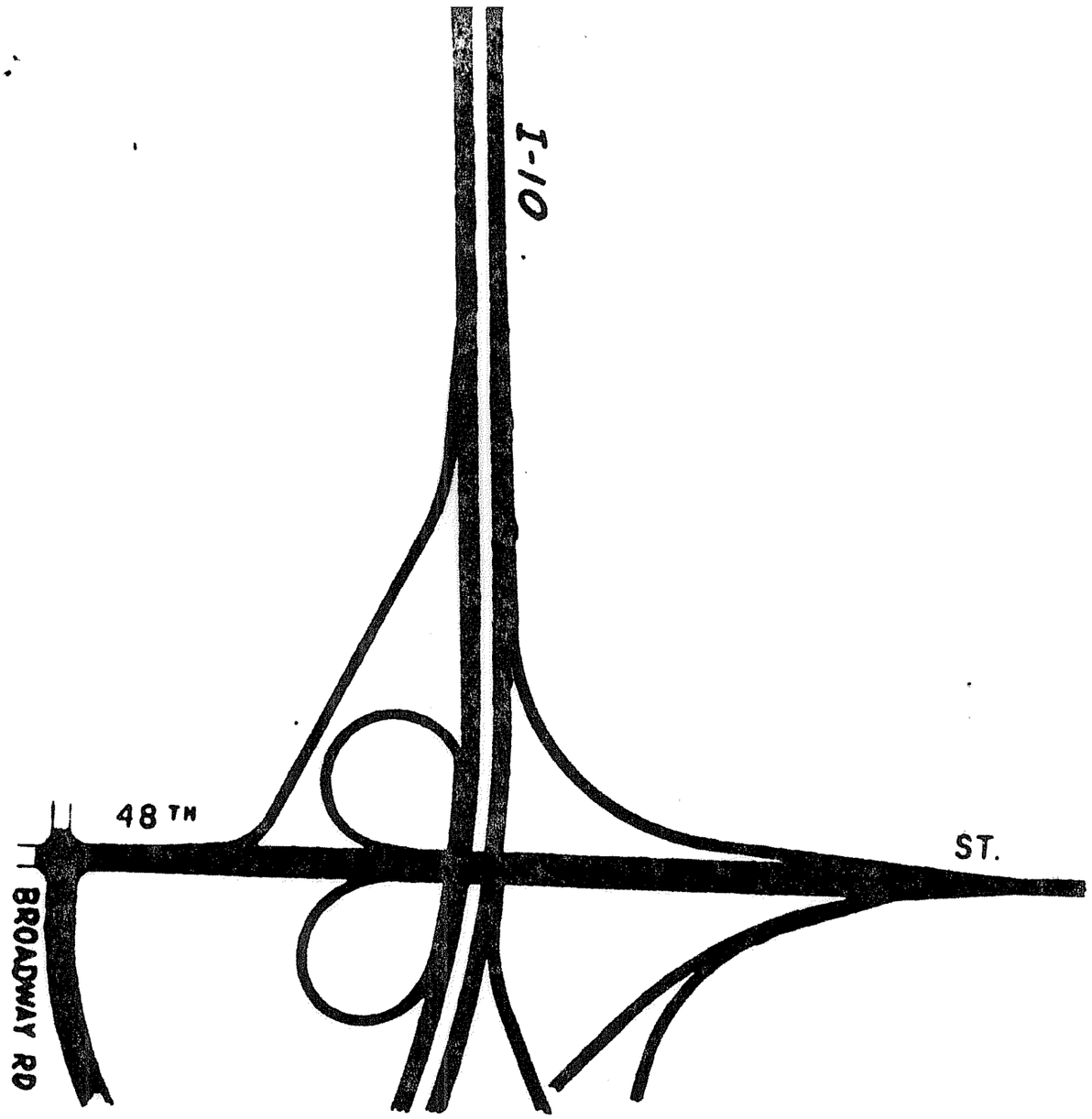
Wood St
43rd St
BELL
BUTTE

3 of 42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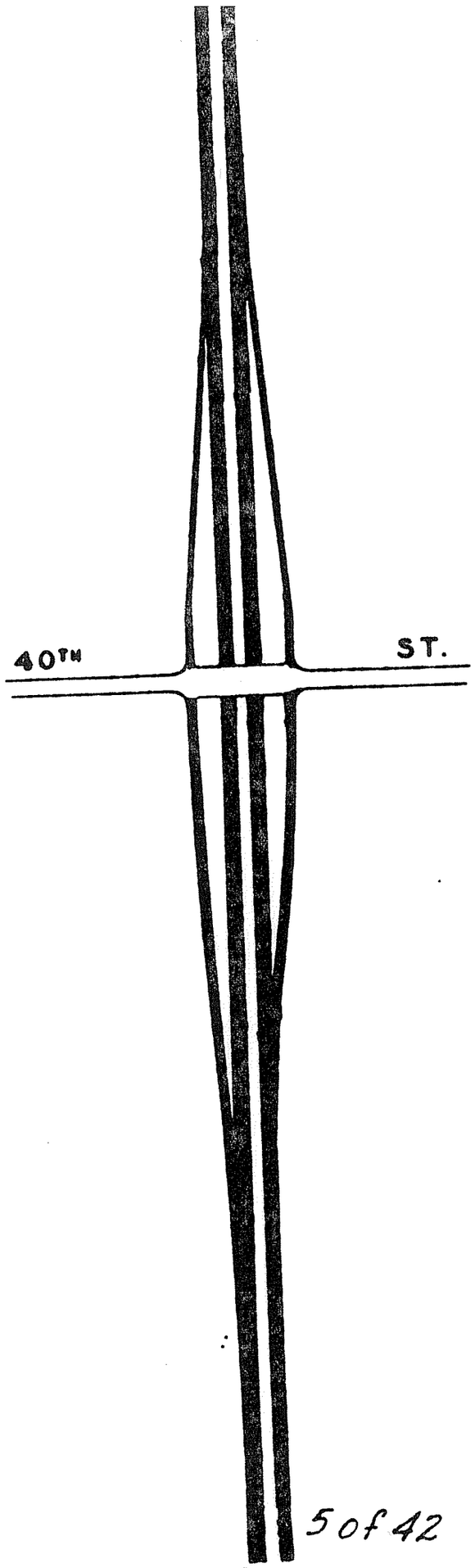
I-10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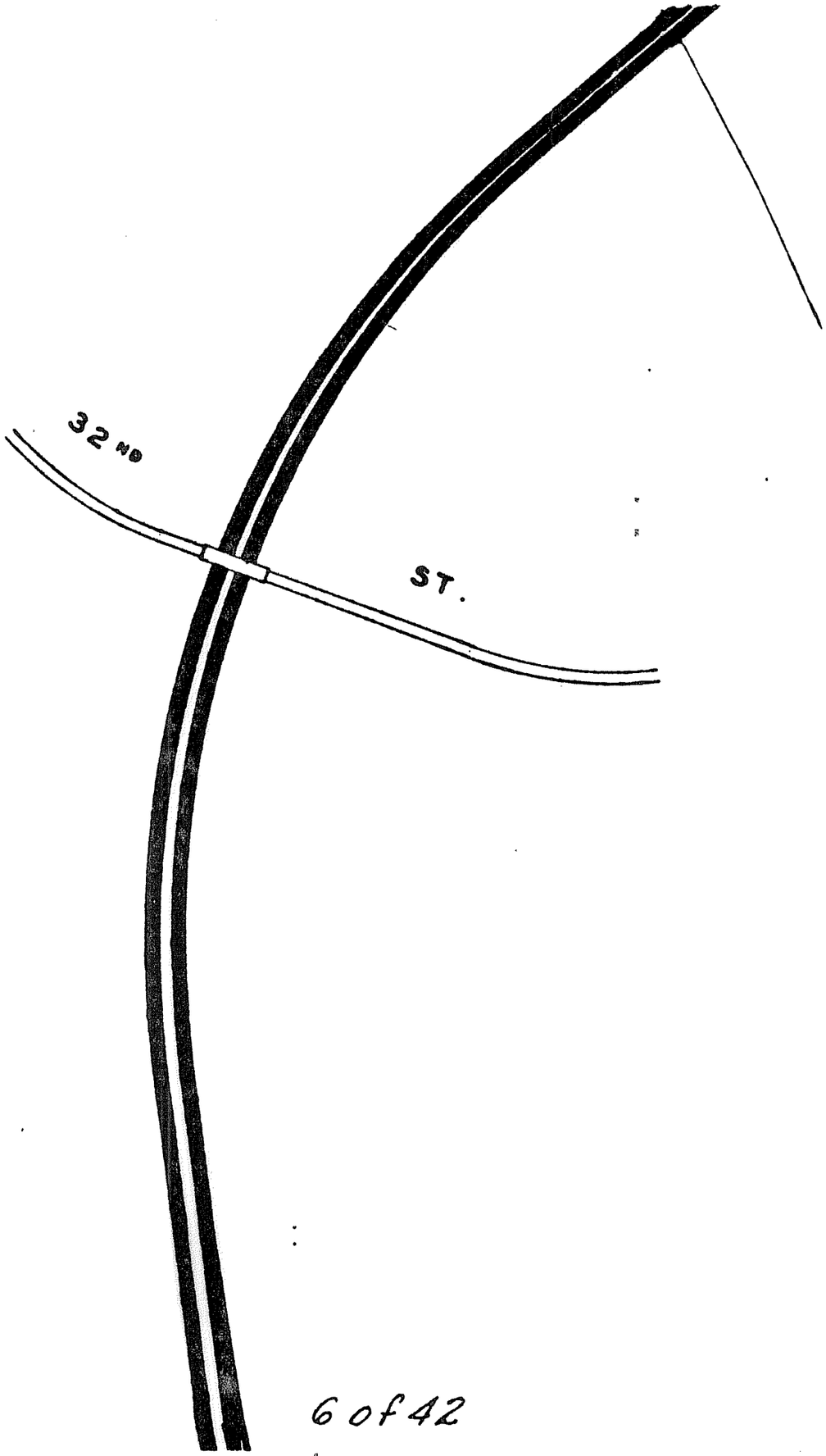
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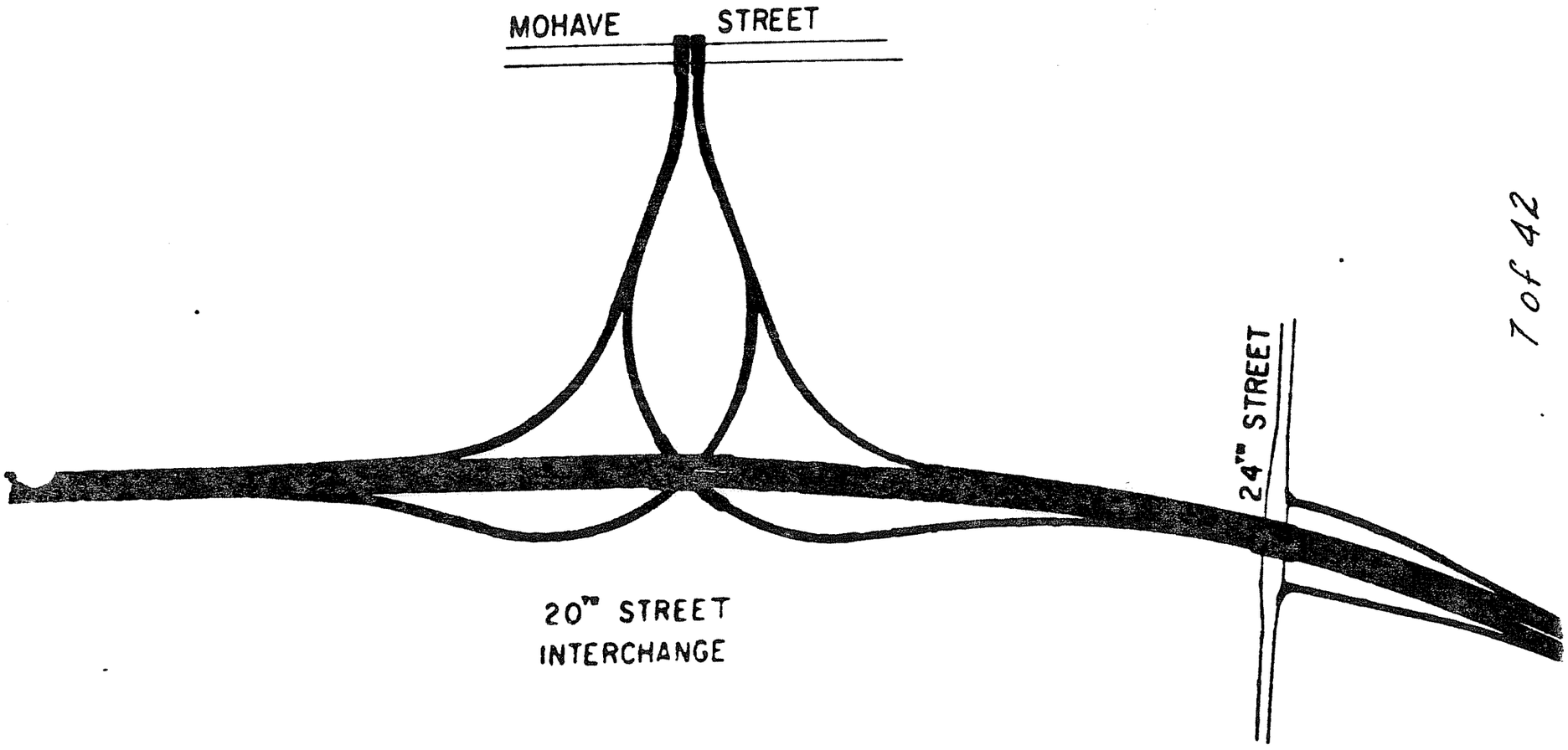
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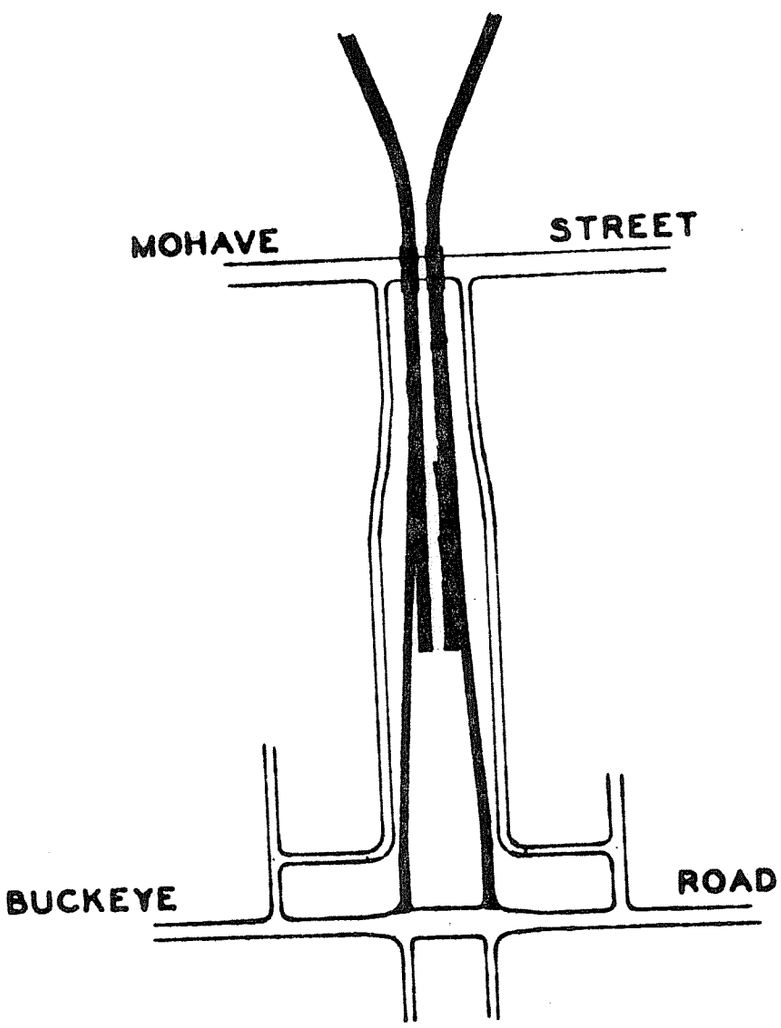
24TH STREET
20TH STREET
INTERCHANGE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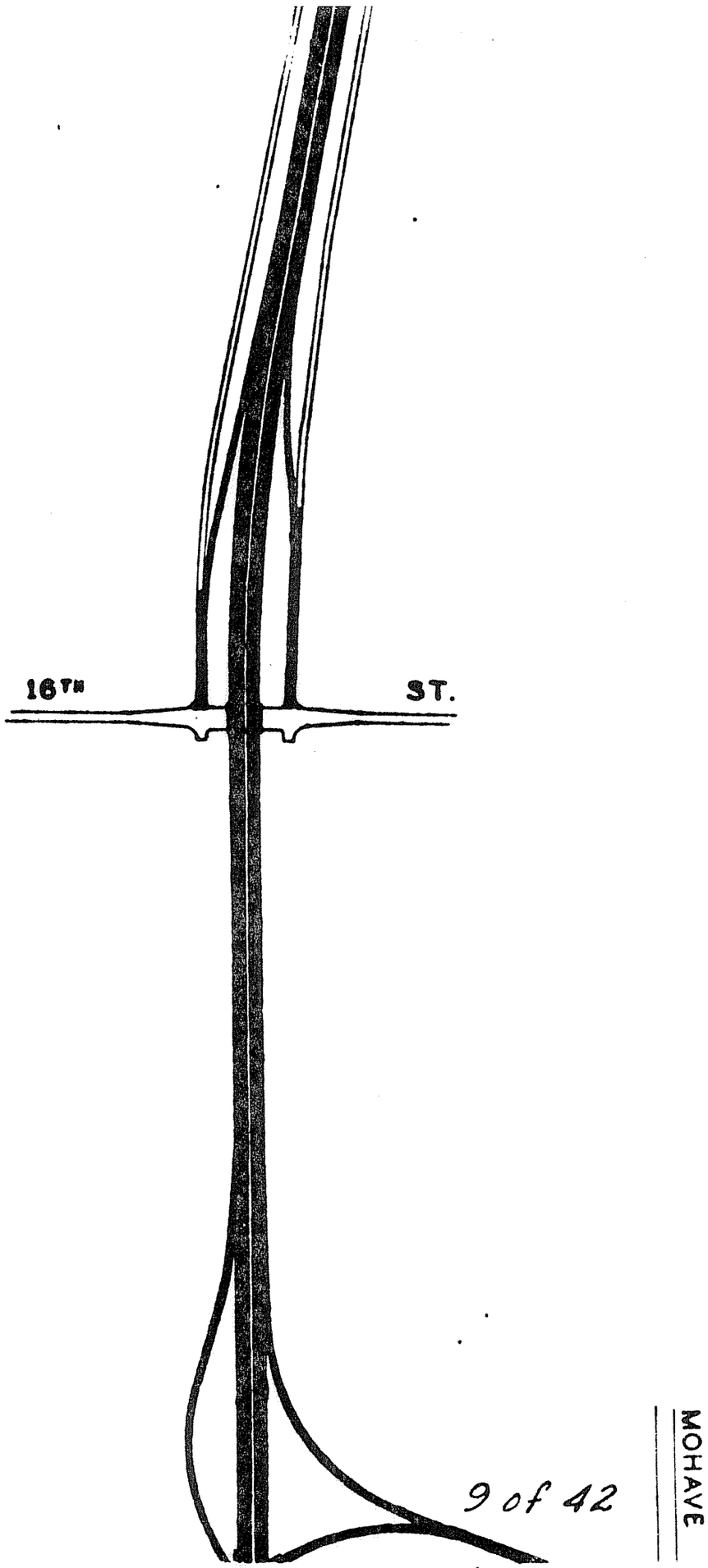
STREET
BUCKEYE
ROAD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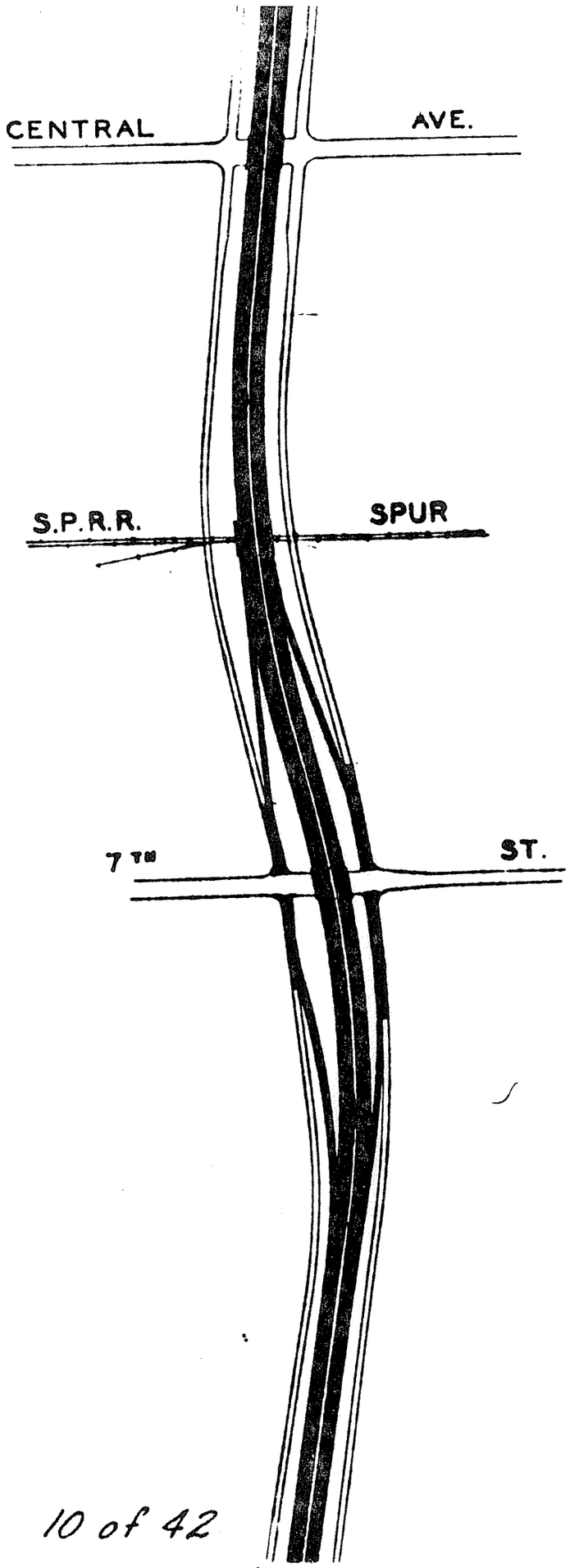
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S.P.R.R.
SPUR
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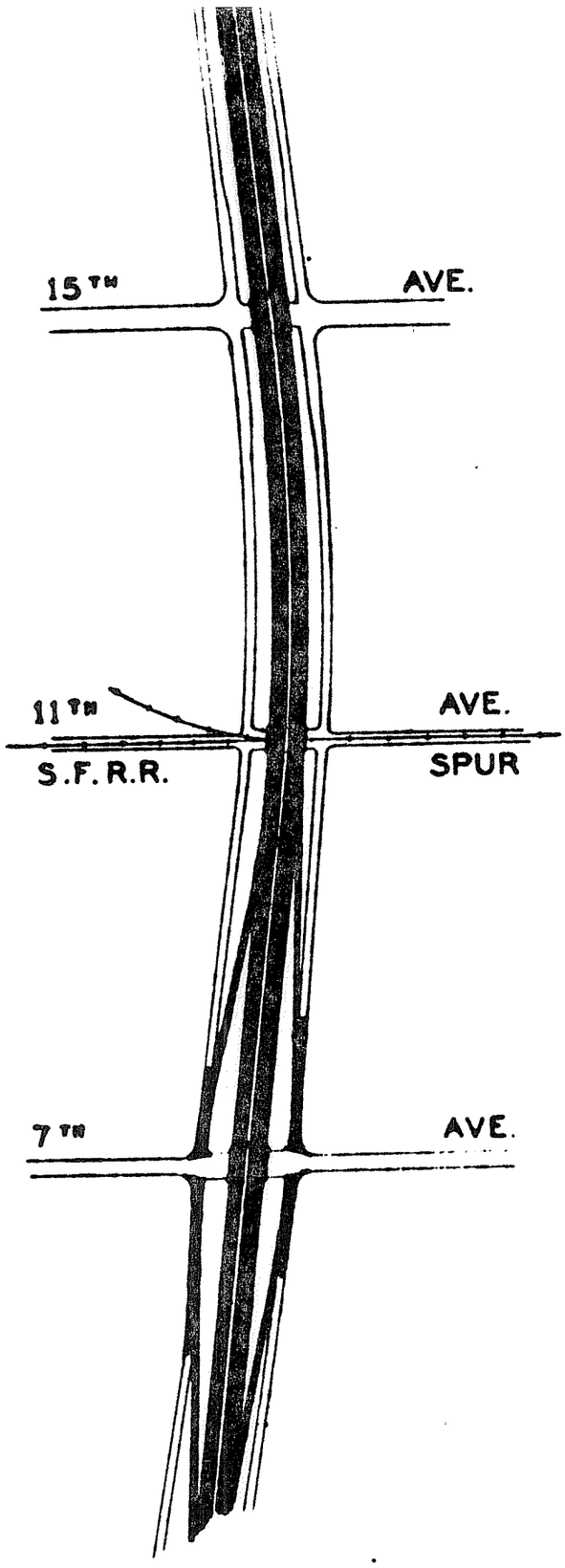
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AVE.
11TH
AVE.
S.F.R.R.
SPUR
7TH
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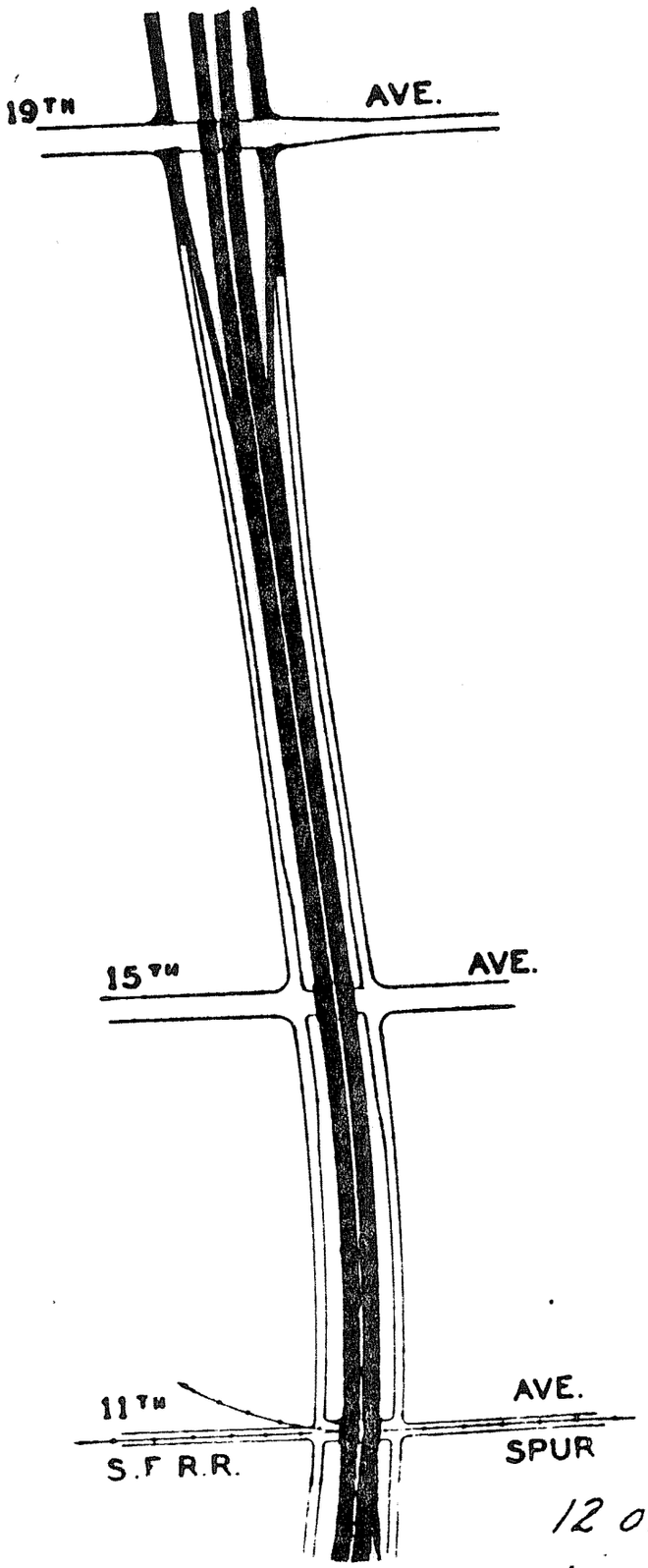
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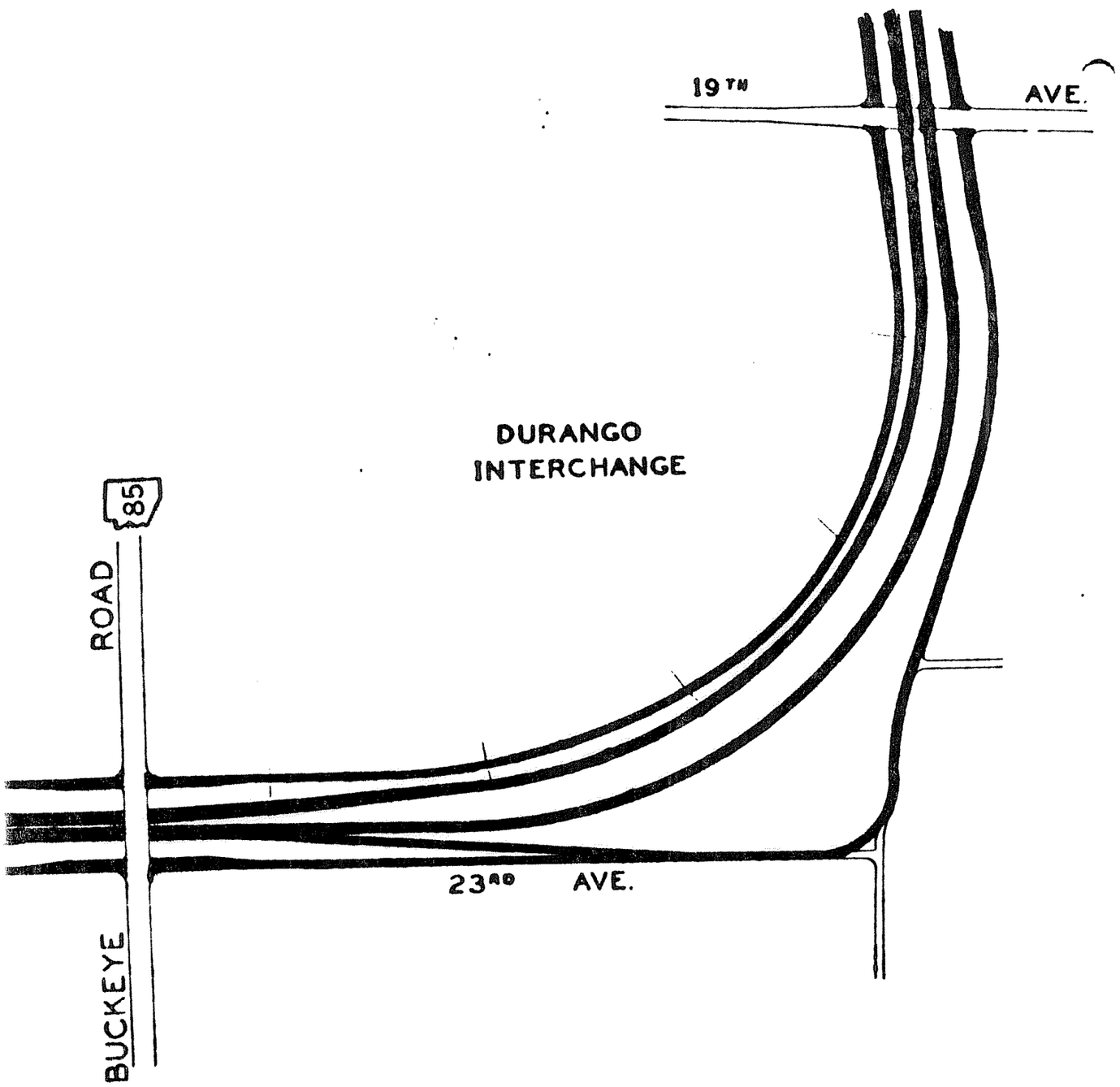
11TH
AVE.
S.F R.R.
SPUR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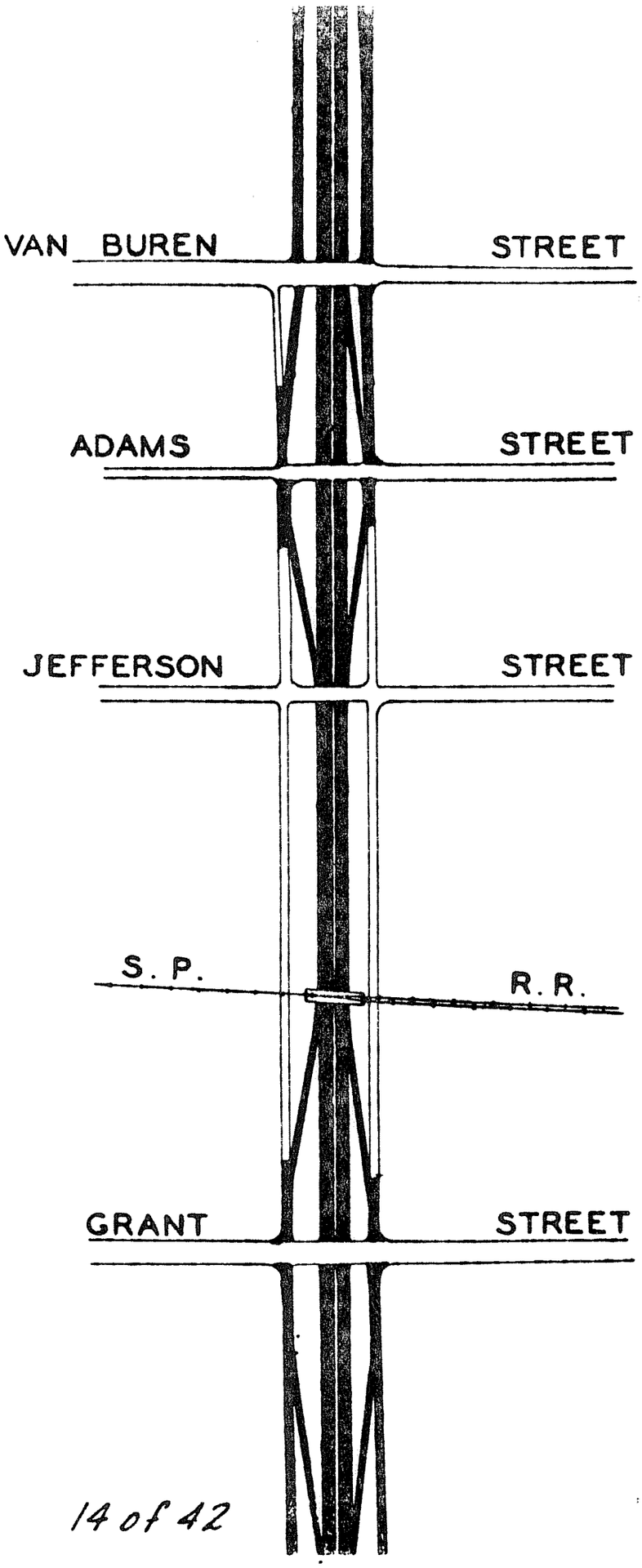
DURANGO
INTERCHANGE
19TH AVE.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JEFFERSON STREET
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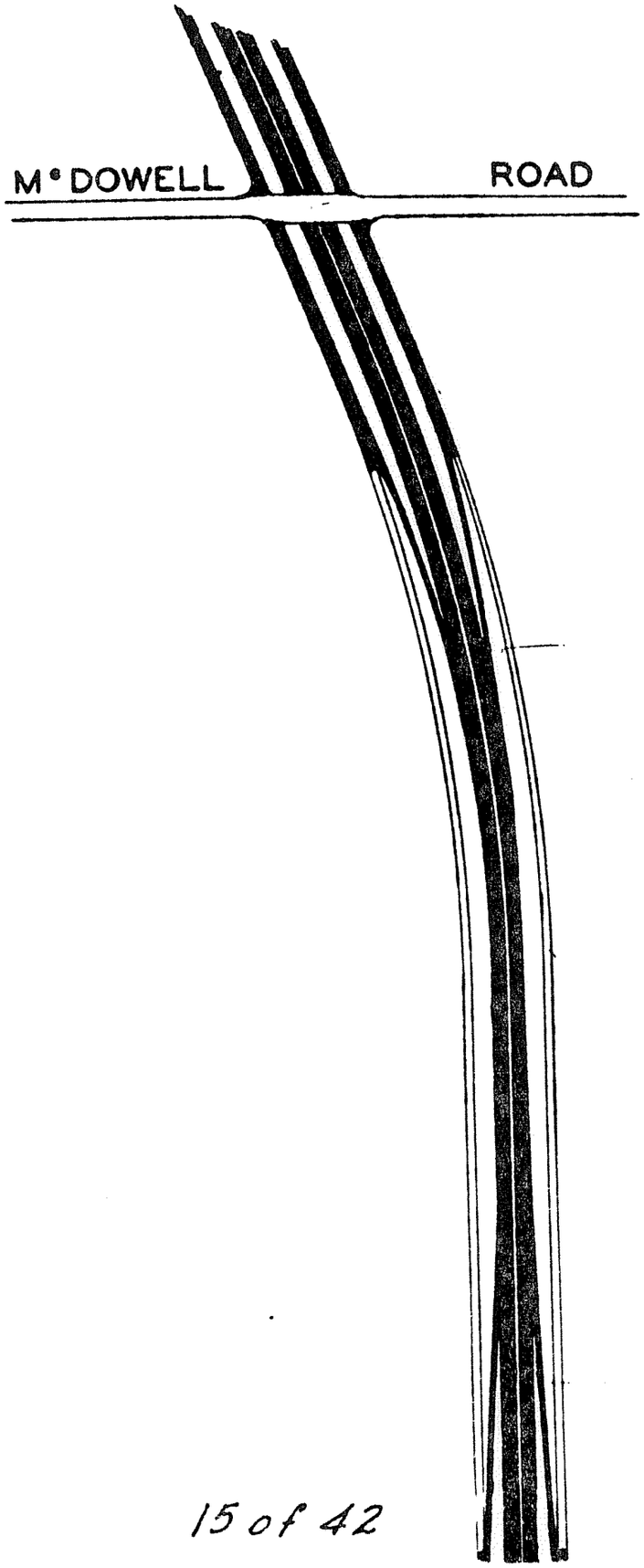
GRANT STREET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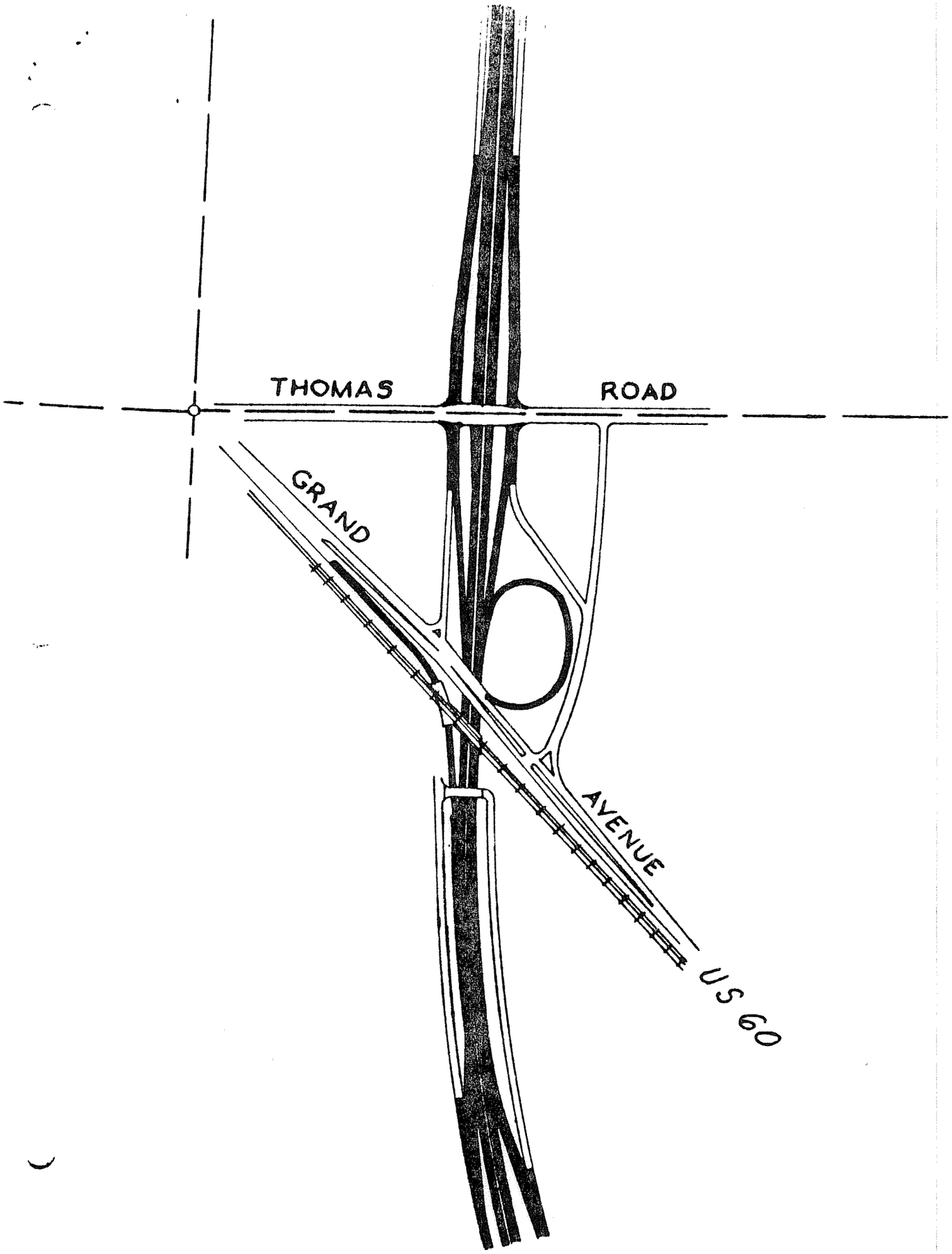
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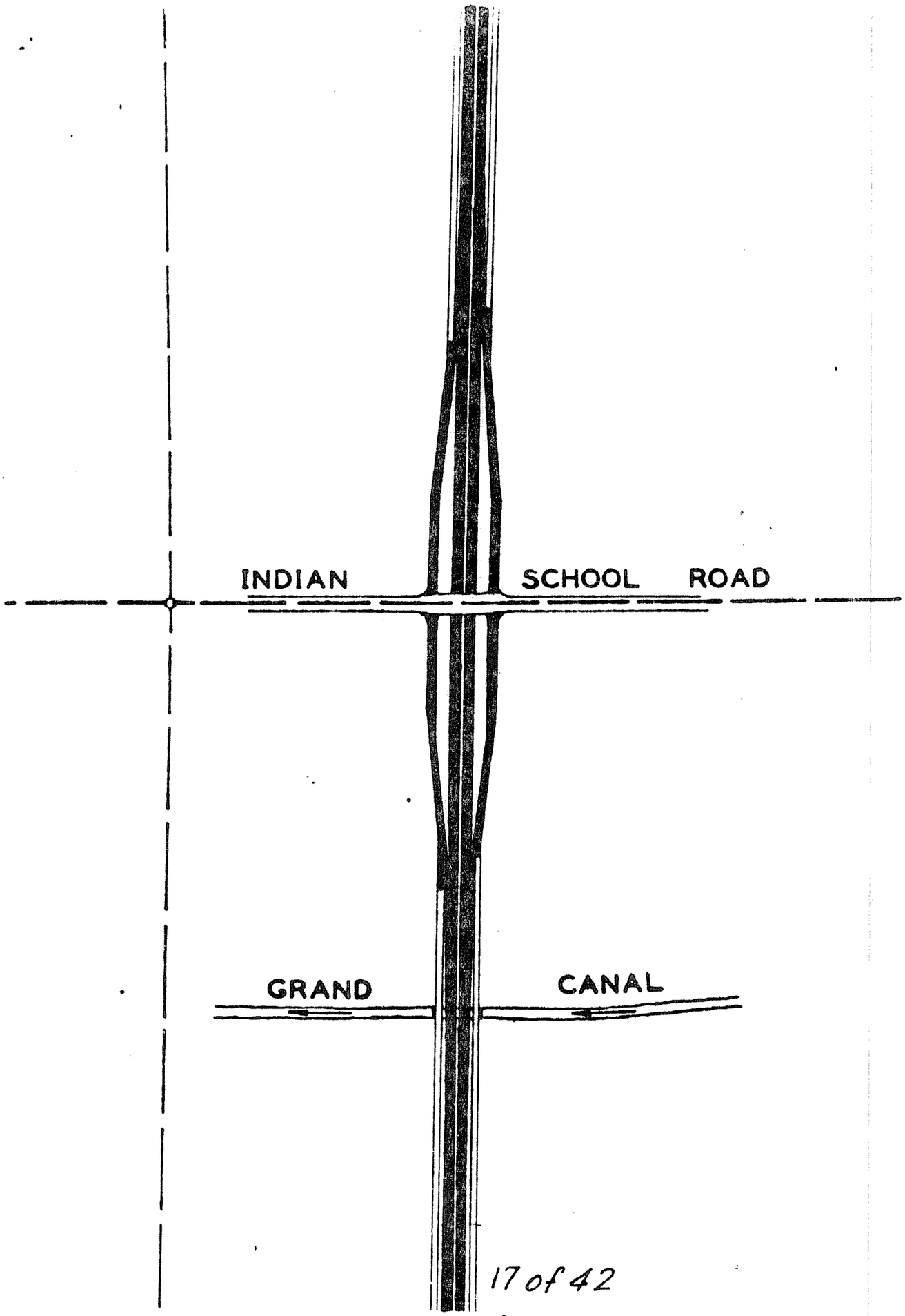
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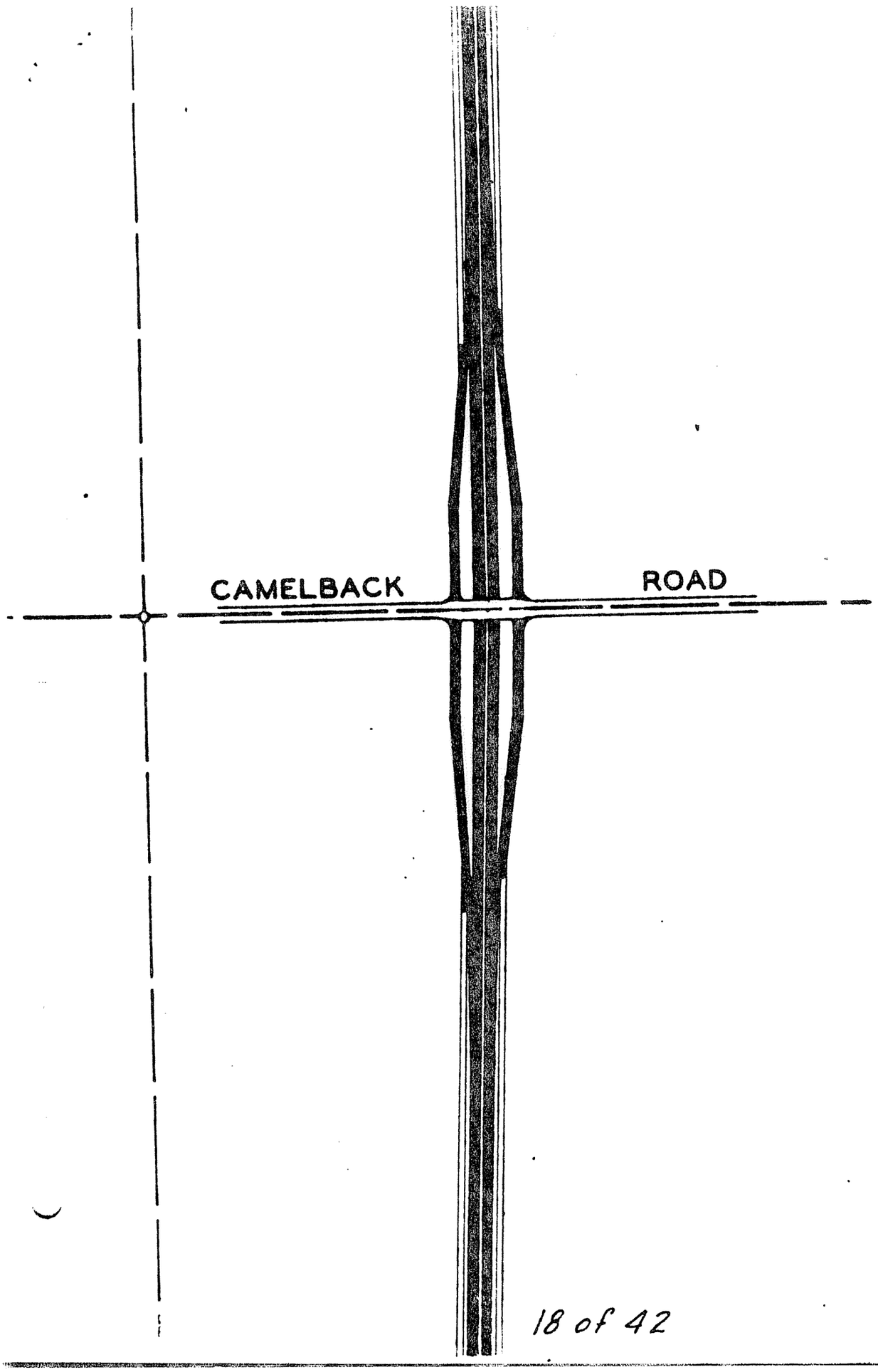
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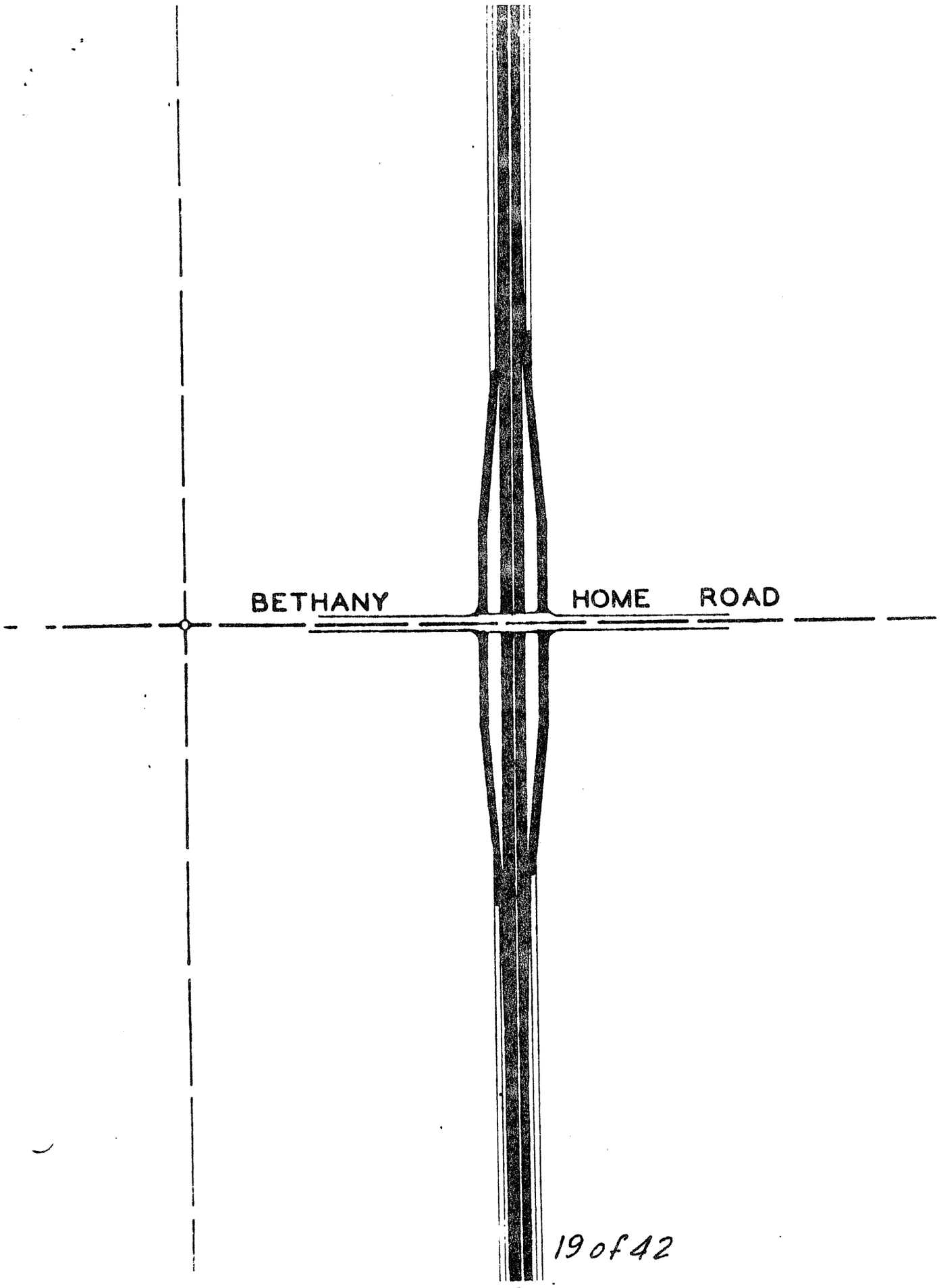
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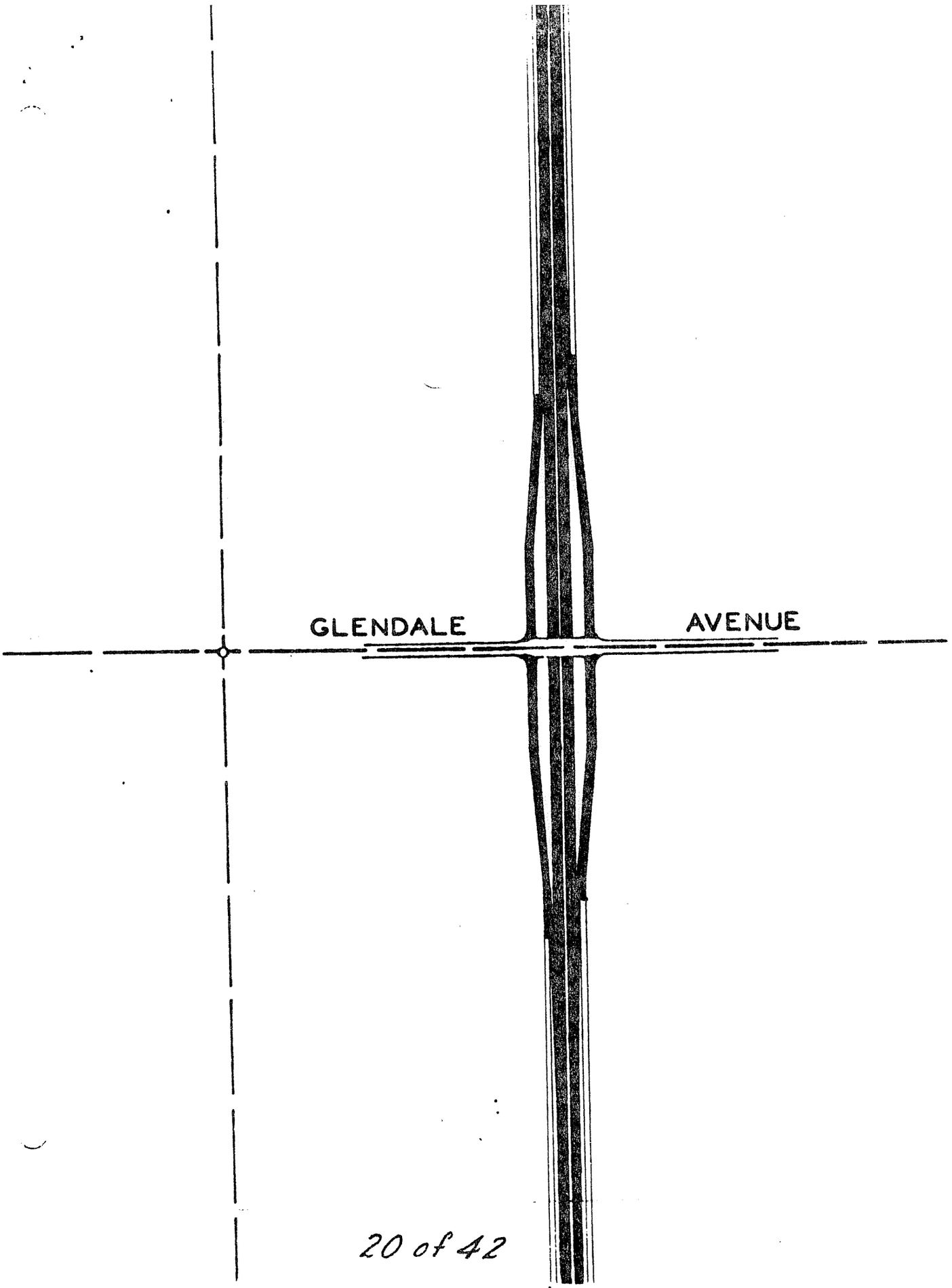
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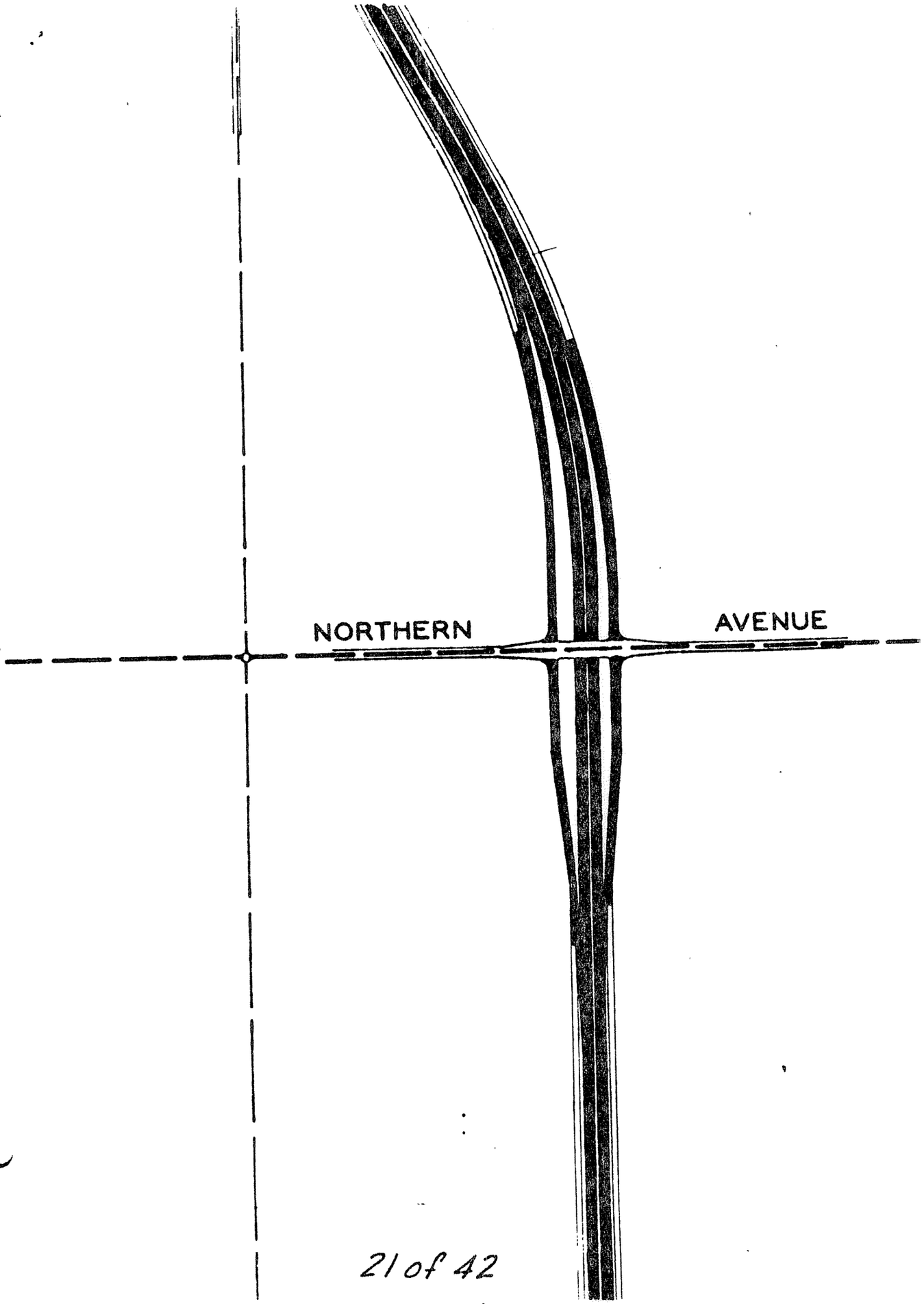
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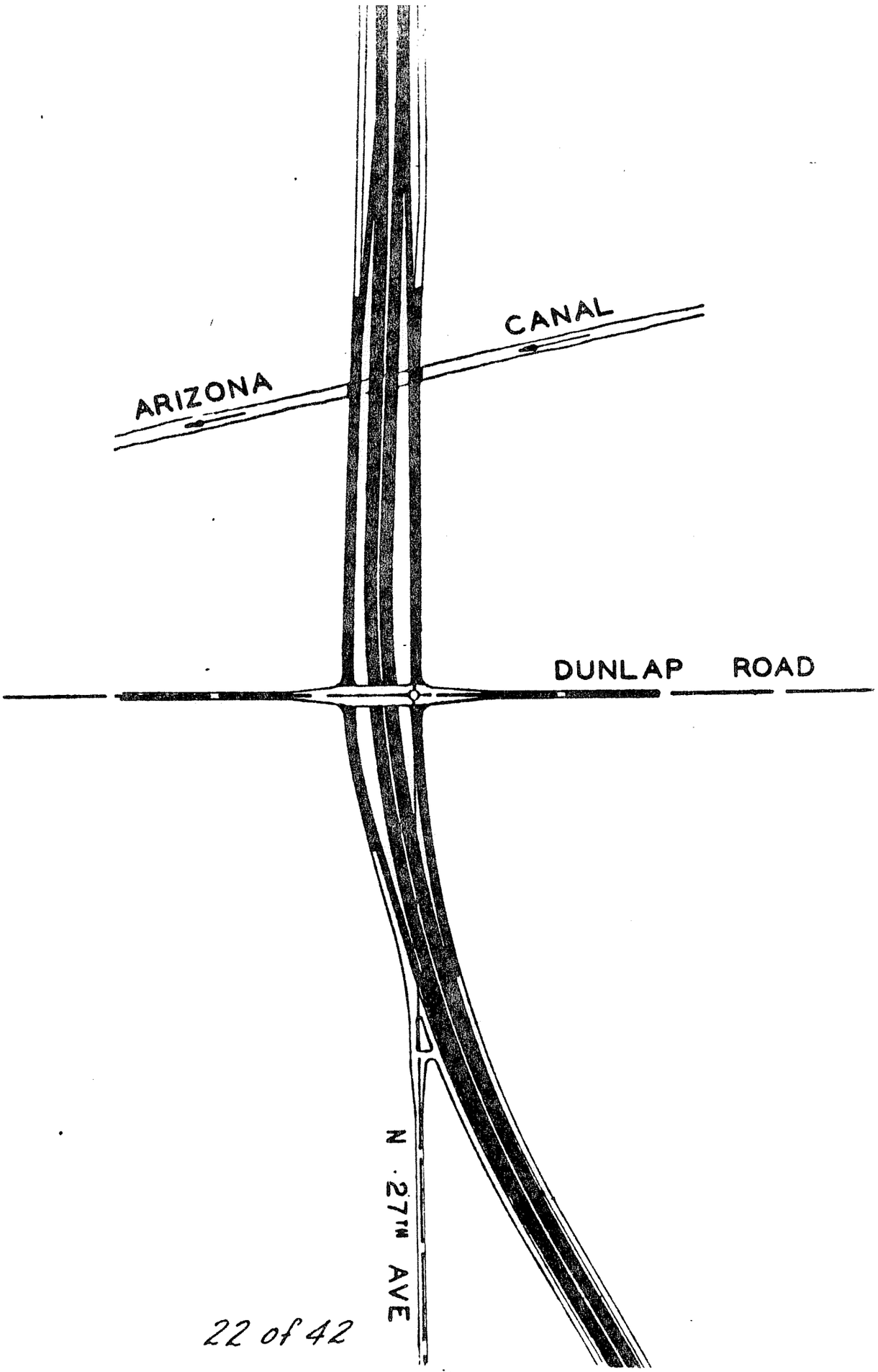
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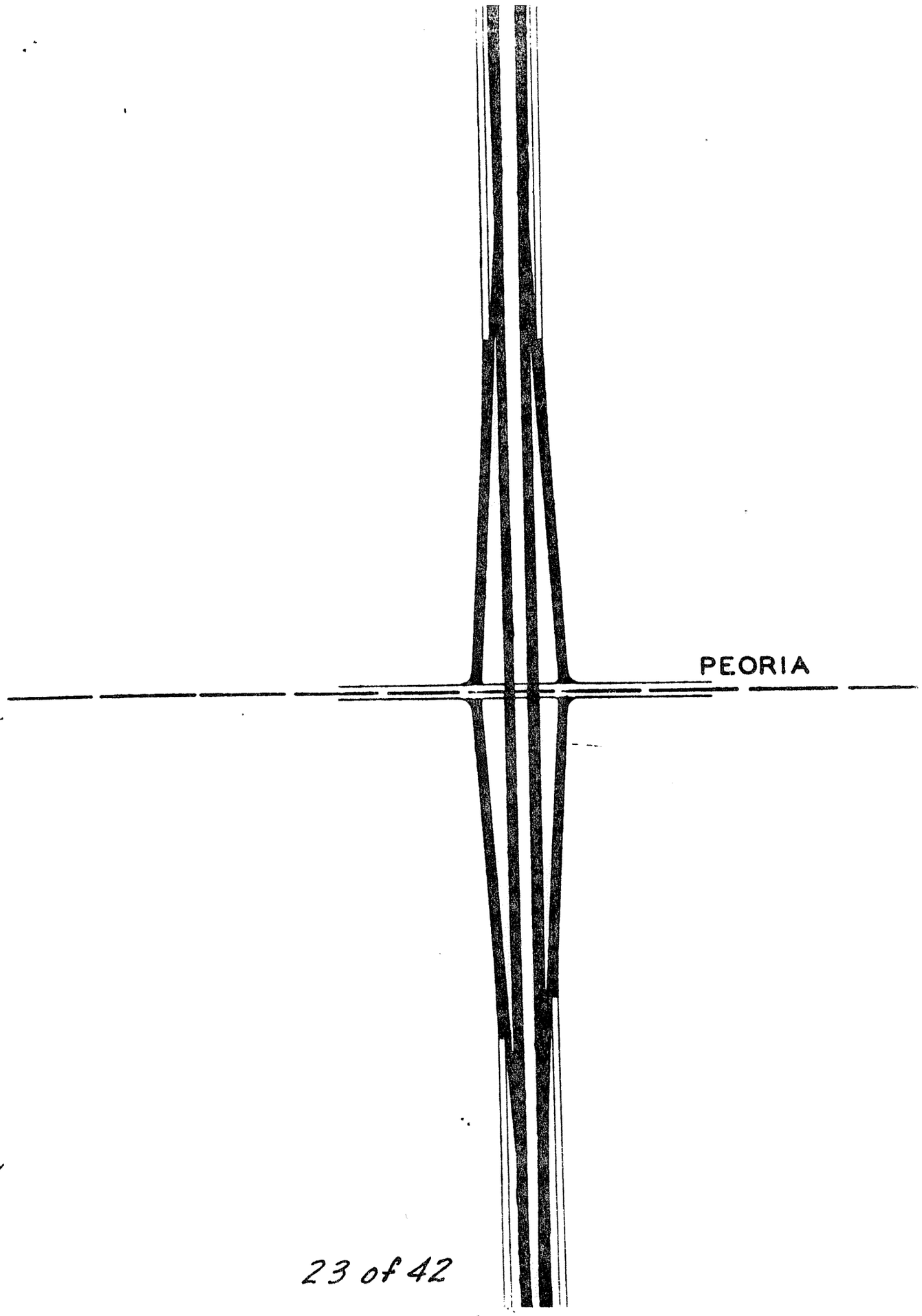
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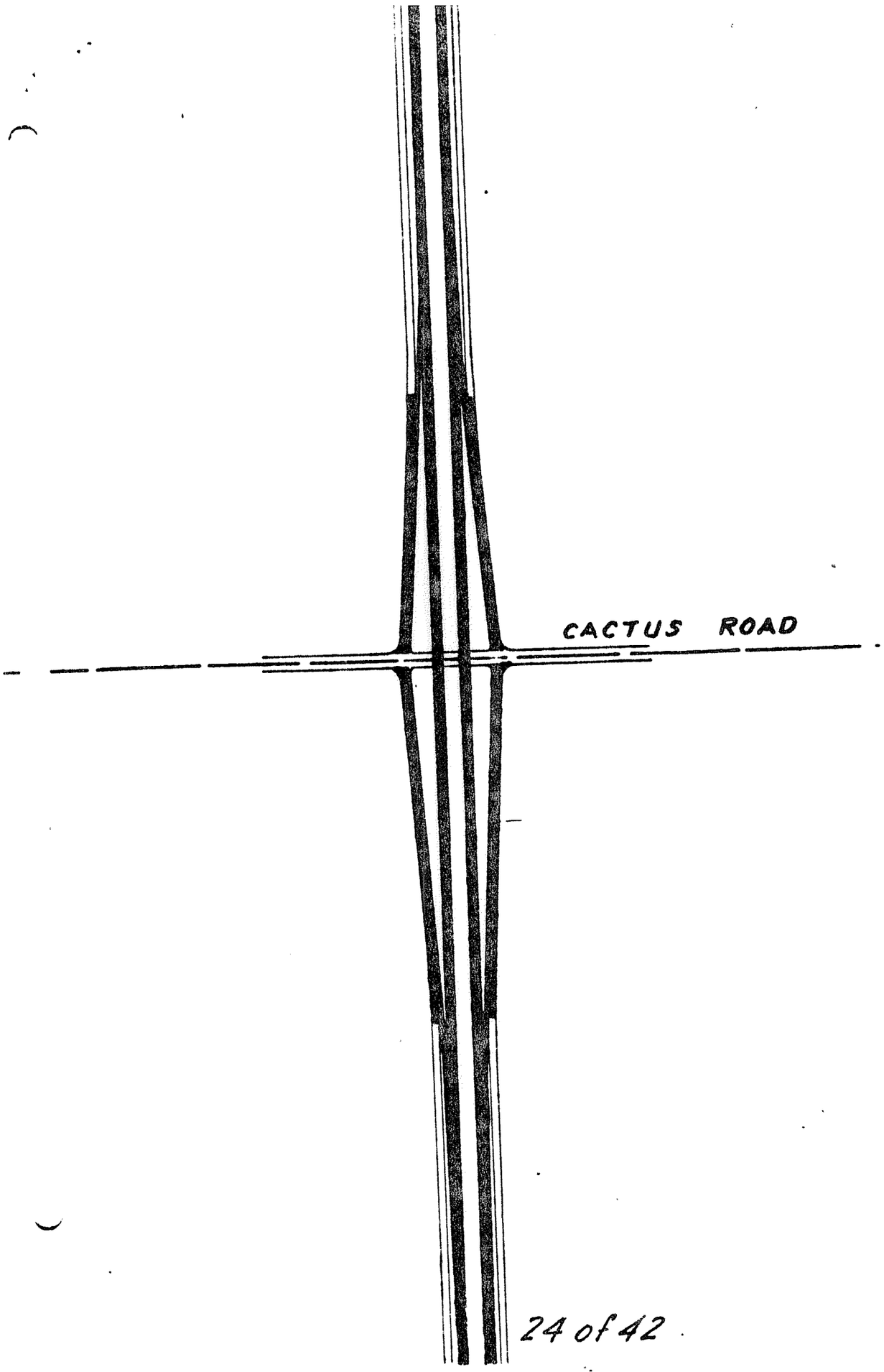
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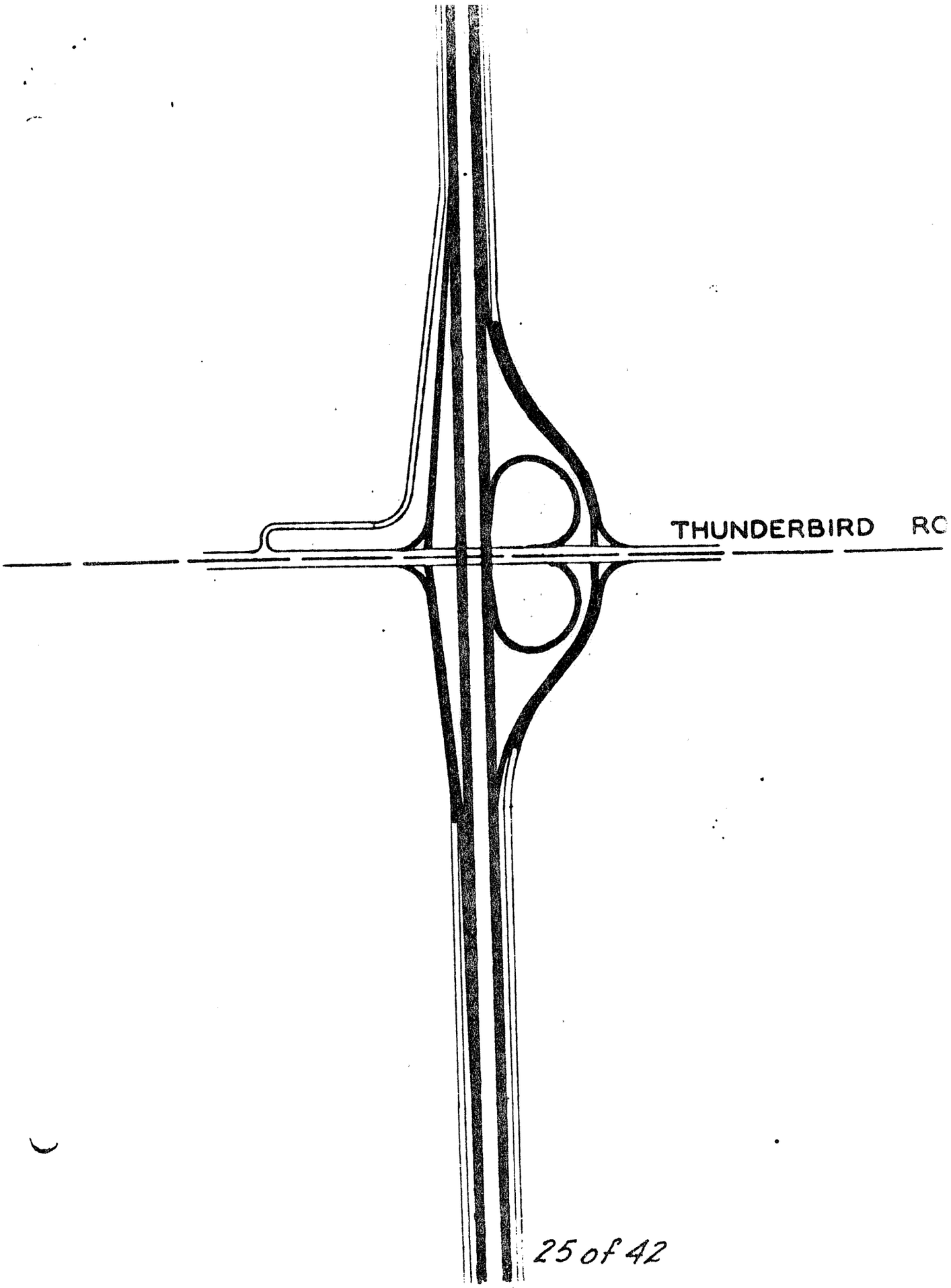
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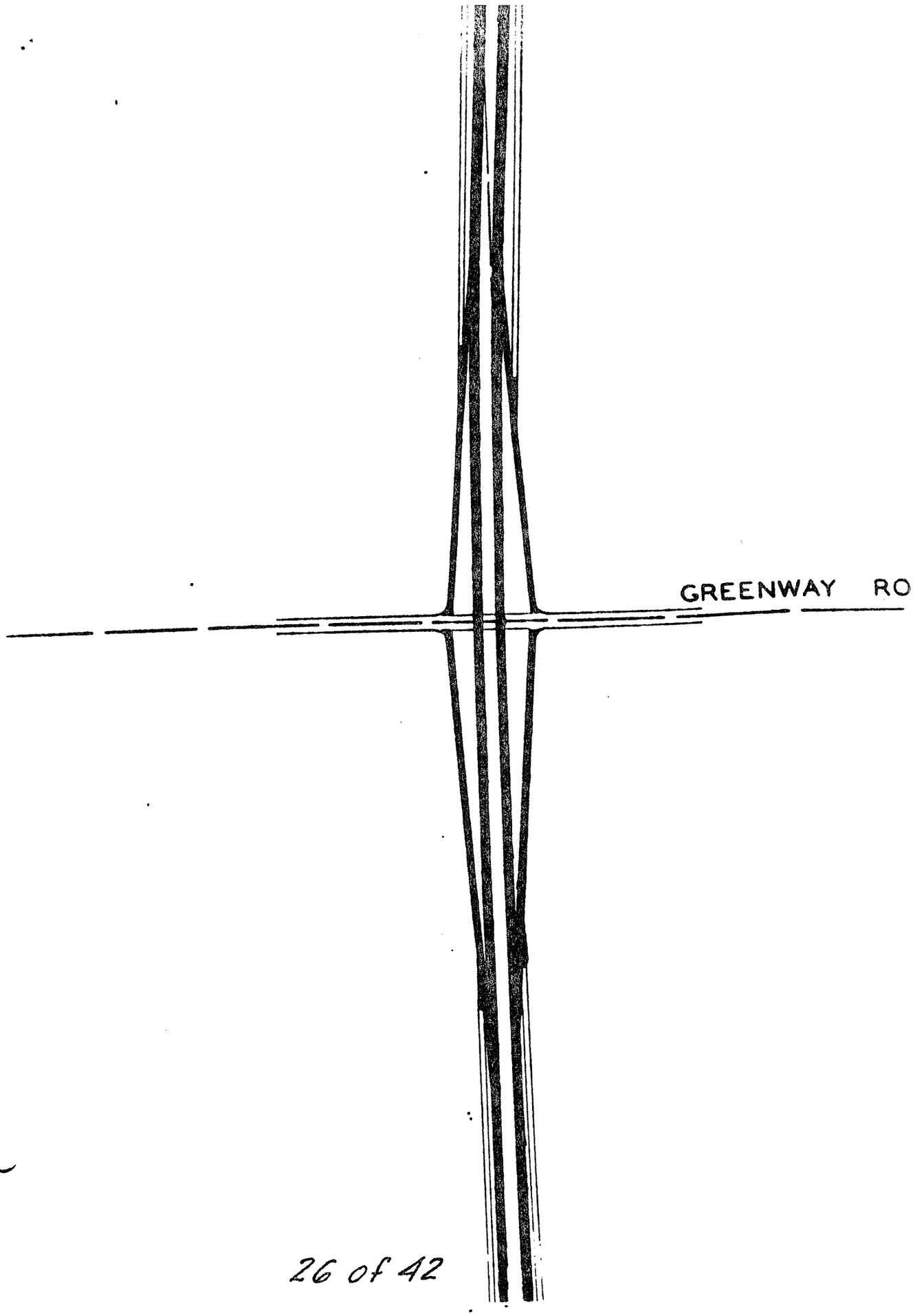
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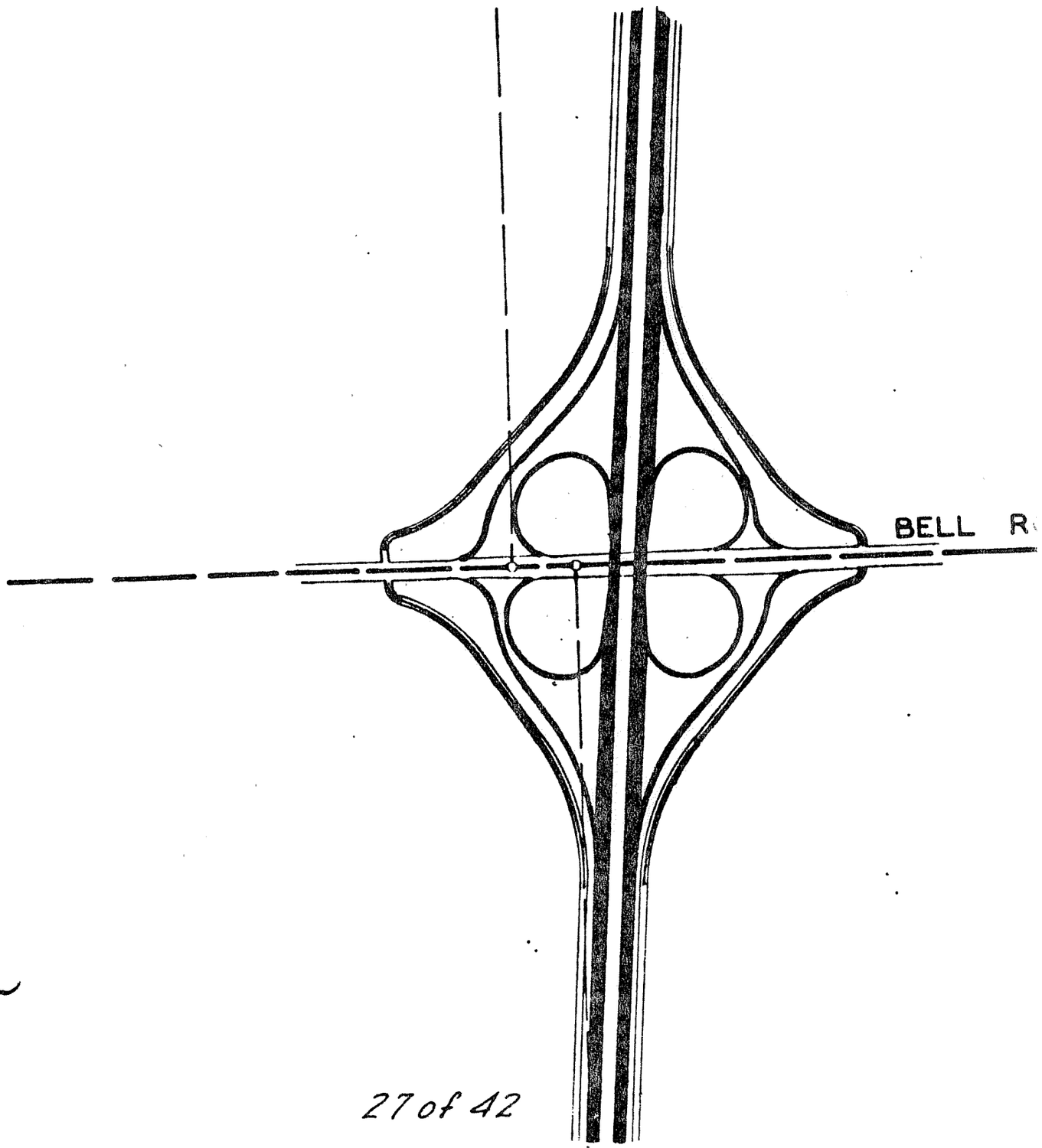
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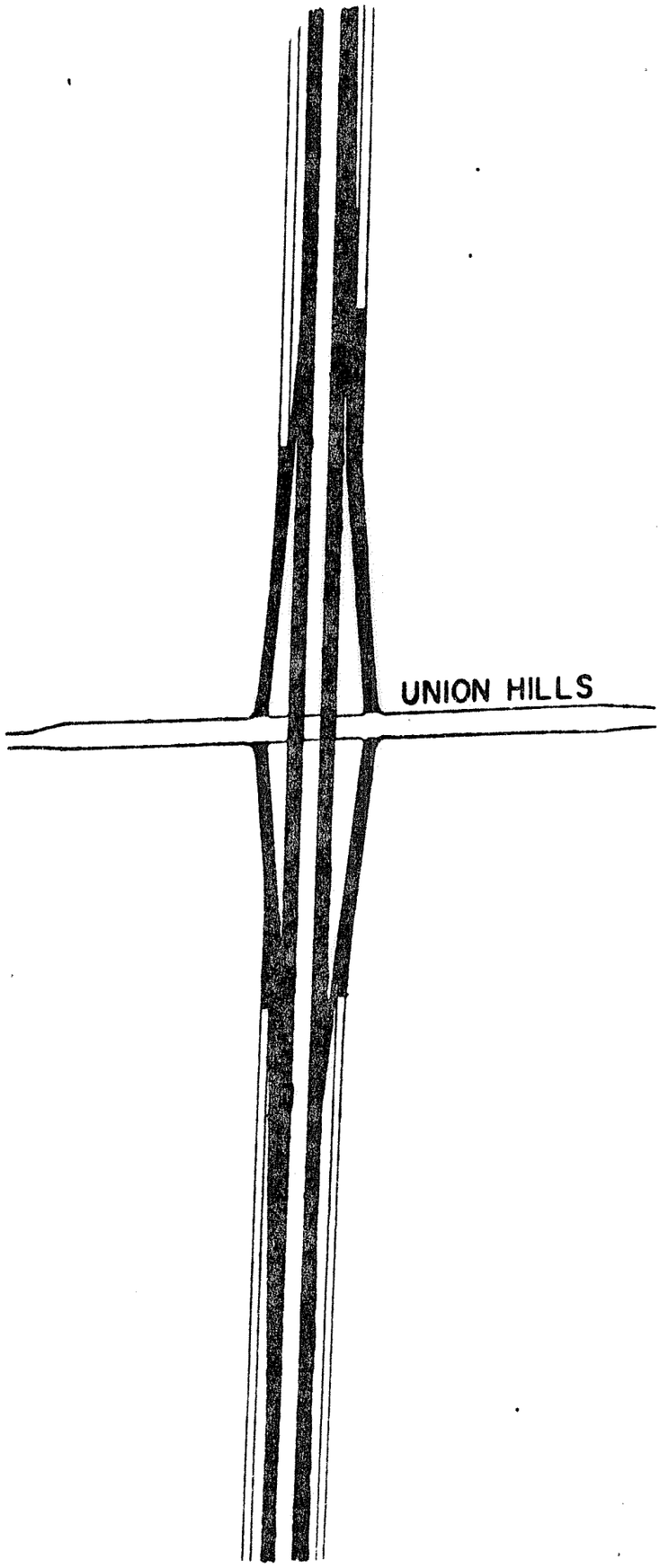
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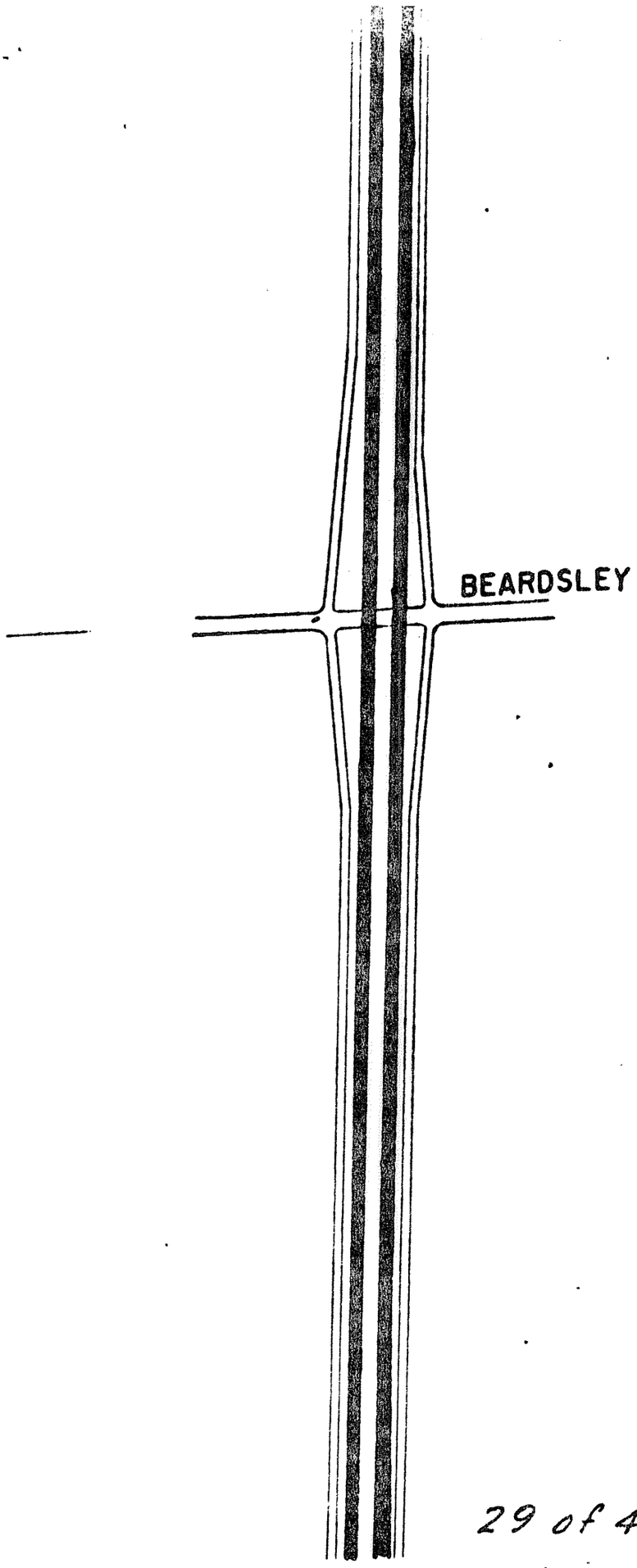
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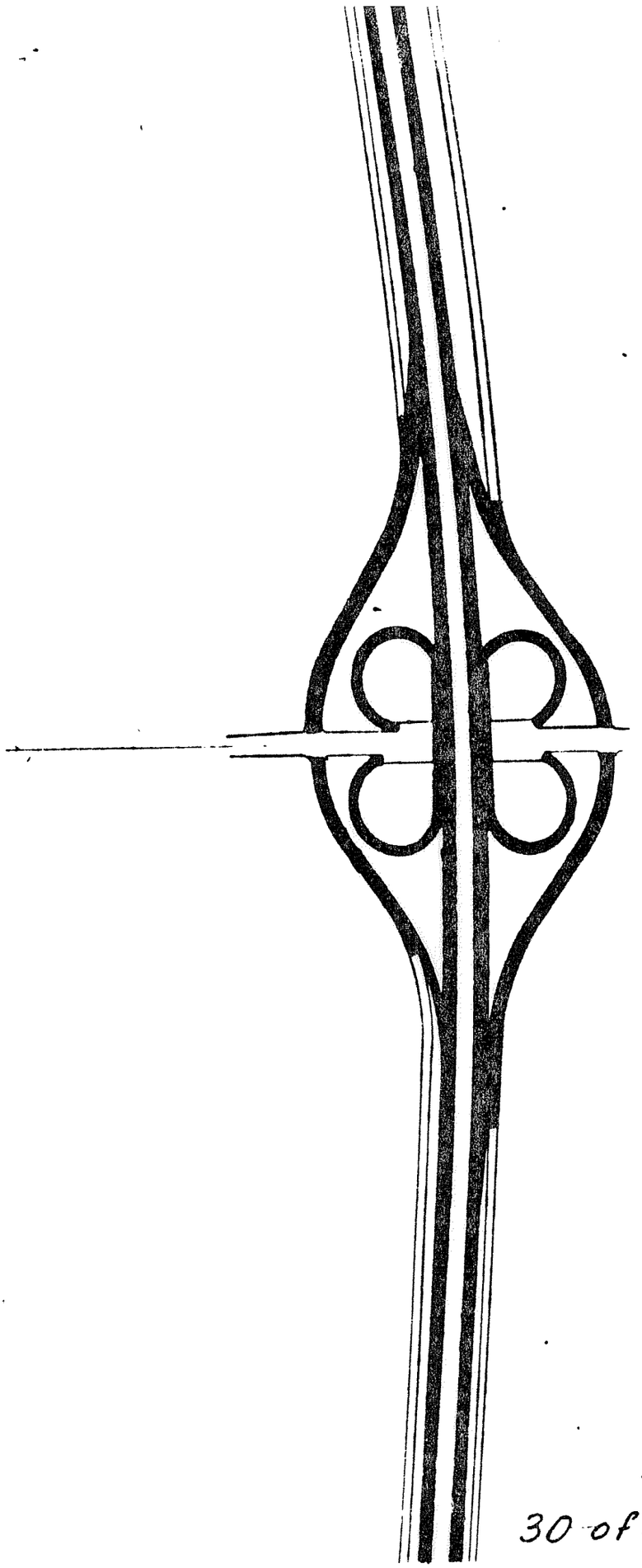

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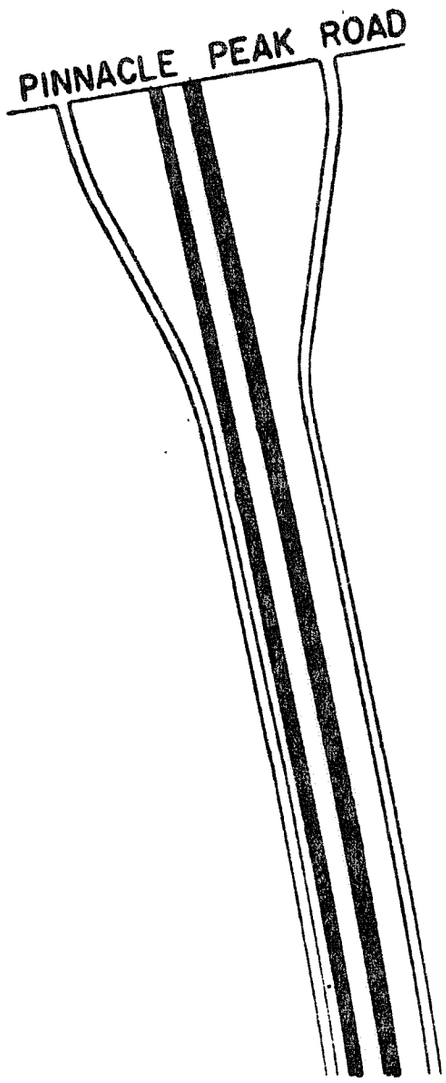
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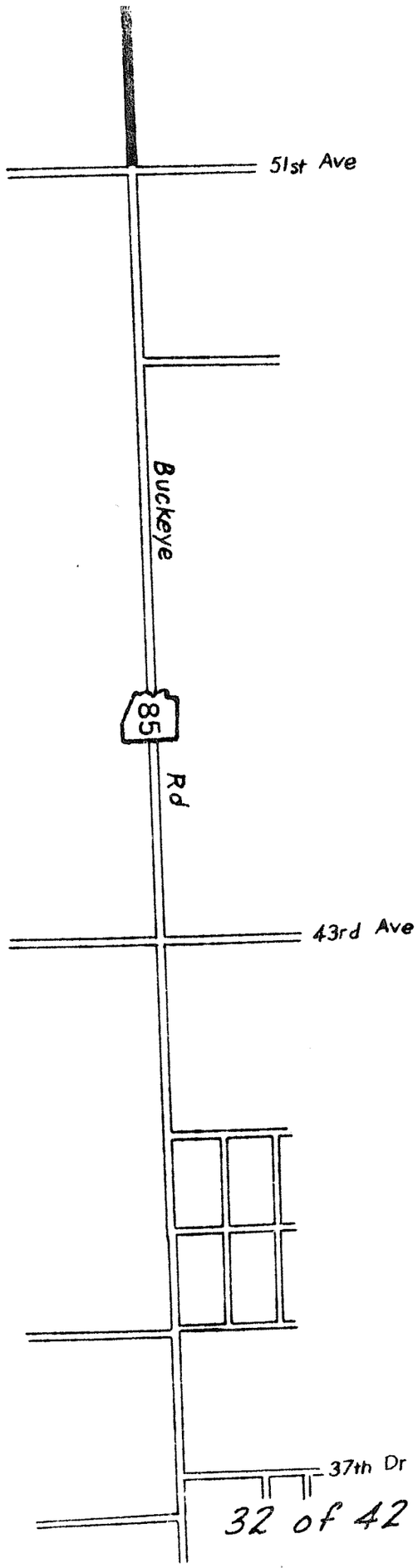
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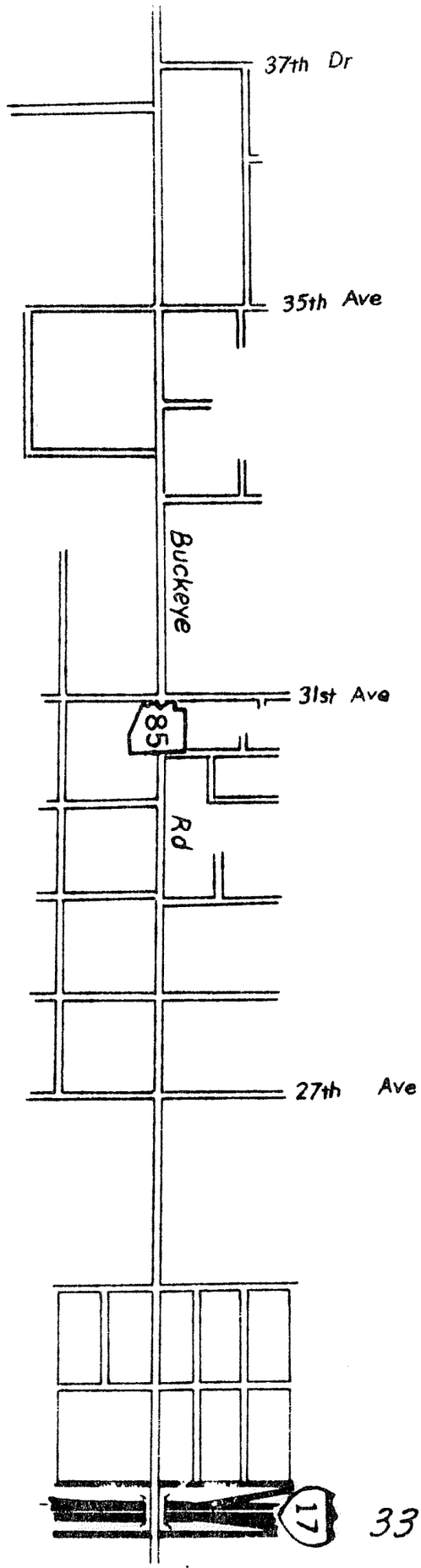
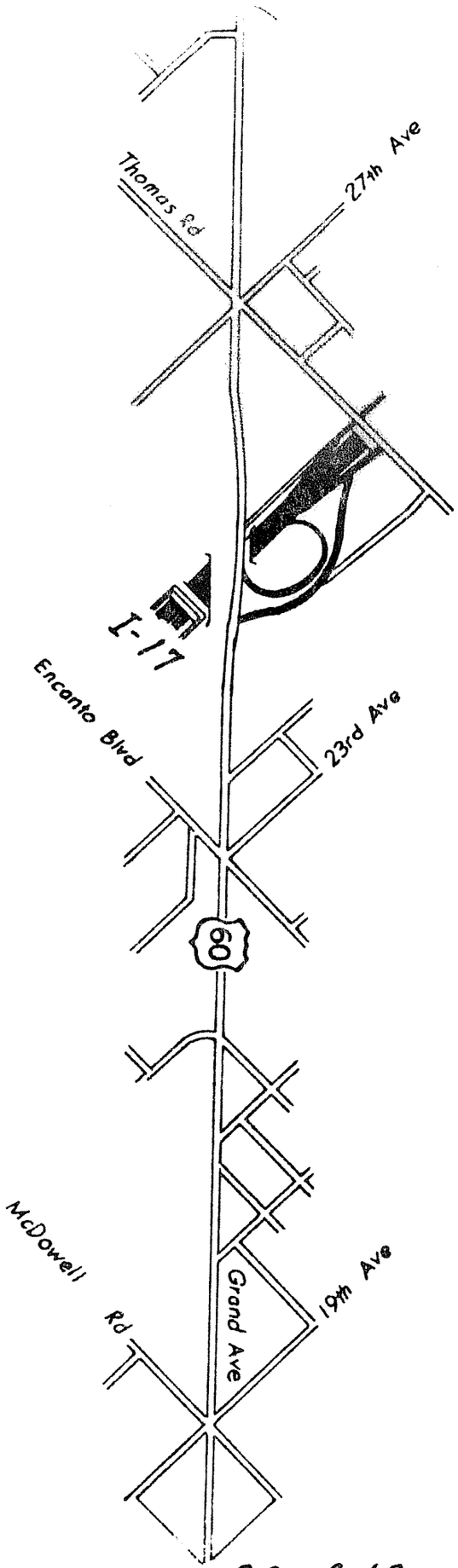
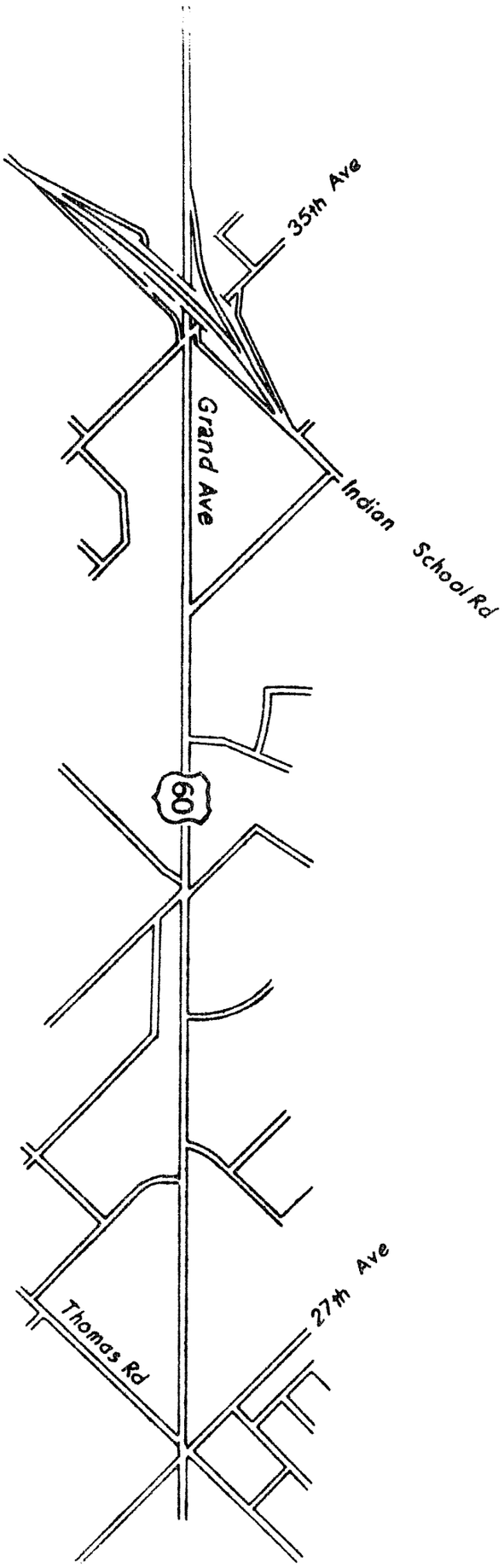
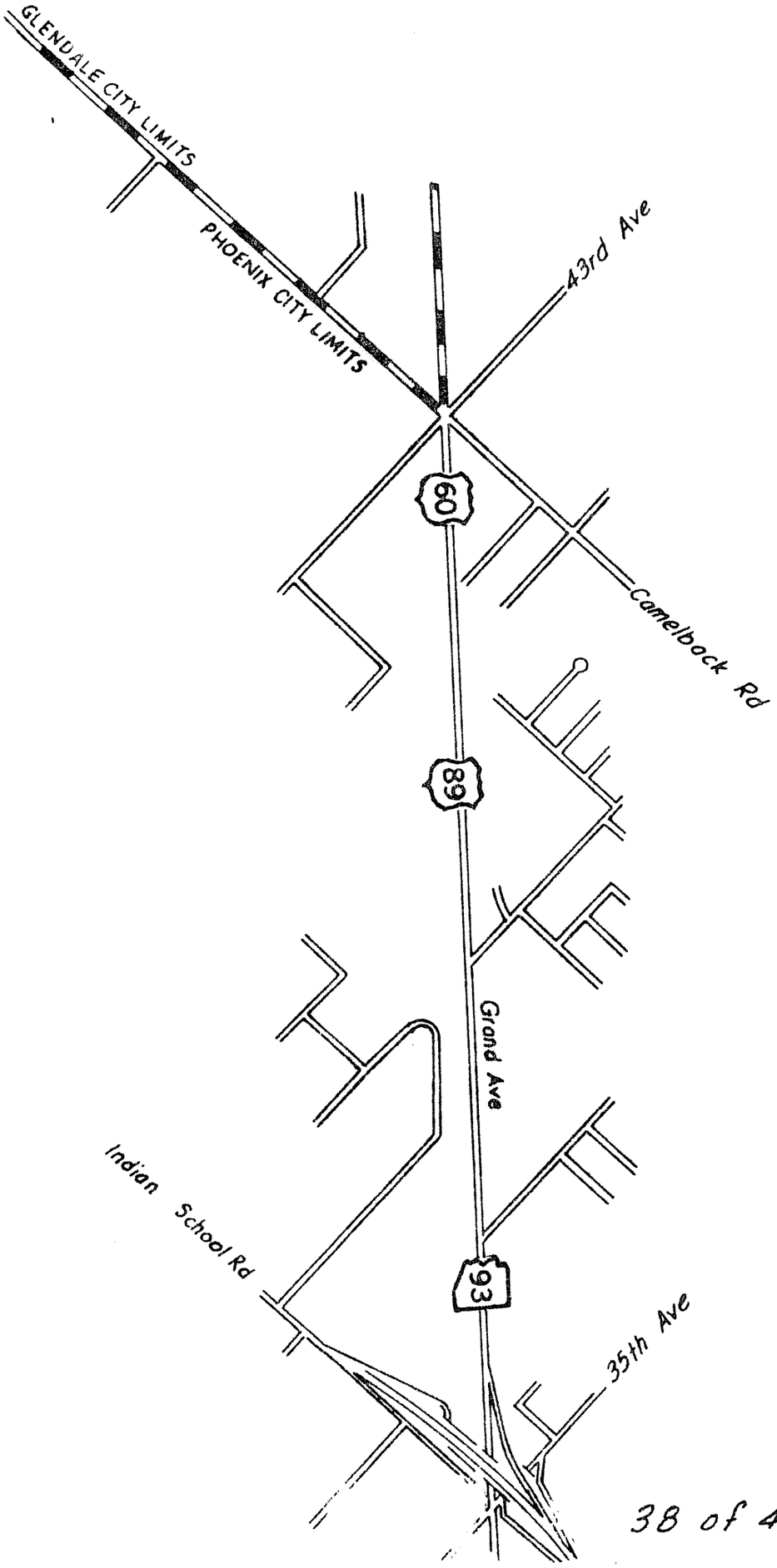
Buckeye
85
Rd
43rd Ave
37th Dr

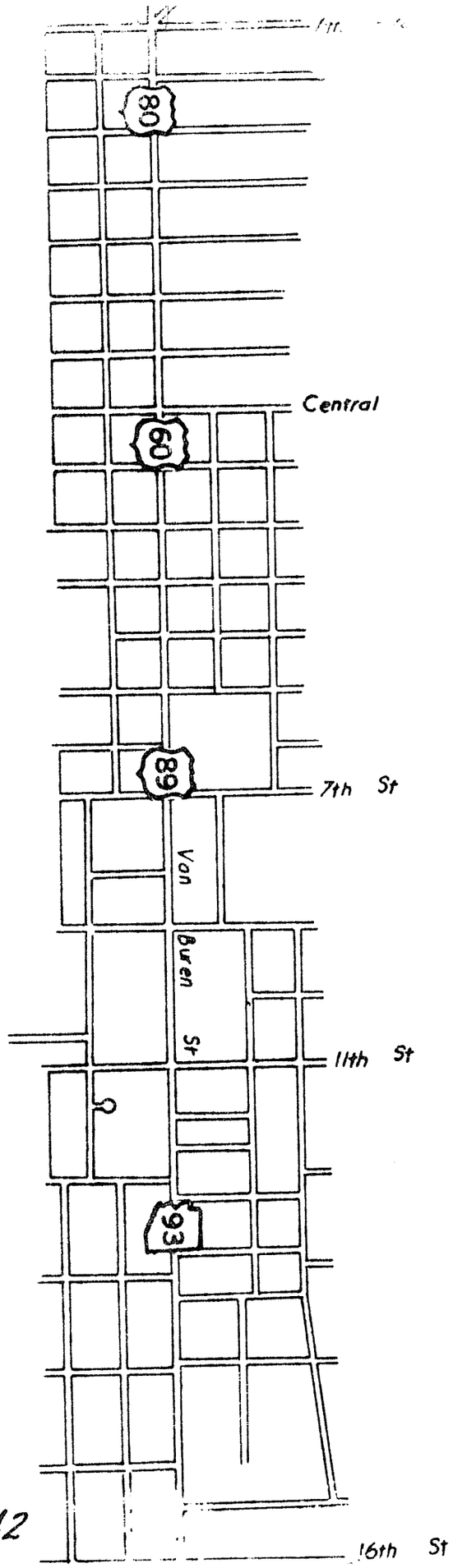

37th Dr
35th Ave
Buckeye
31st Ave
85
Rd
27th Ave
17

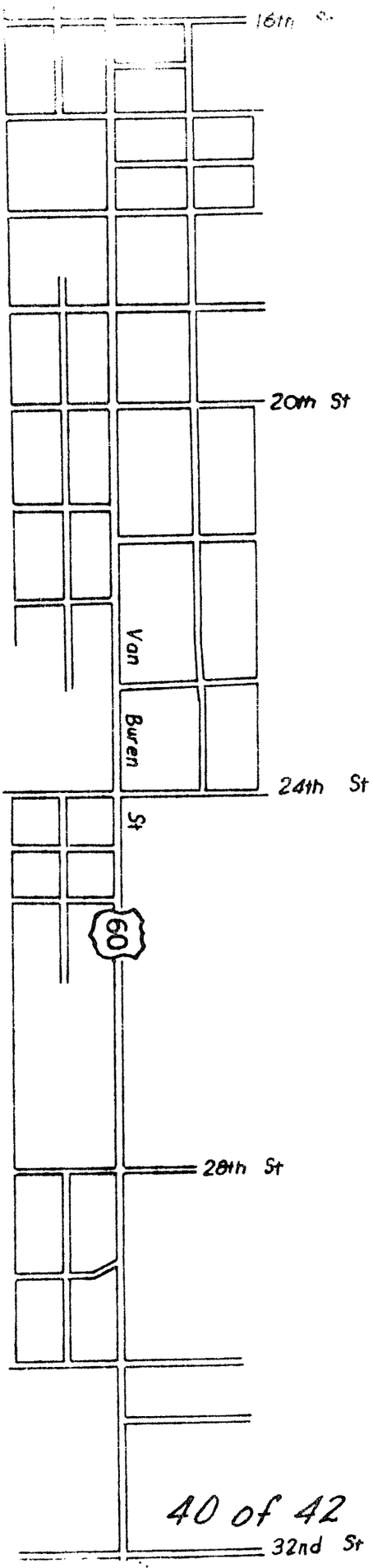
McDowell Rd
Grand Ave
19th Ave
89
60
93
85
80
Van Buren St
7th Ave

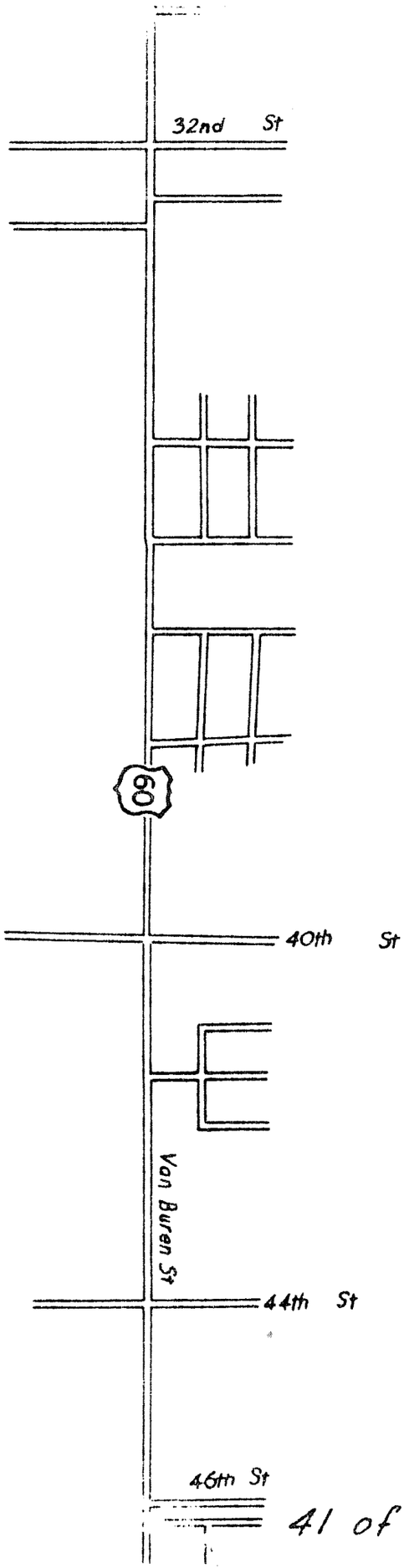

McDowell Rd
Grand Ave
19th Ave
60
Encanto Blvd
23rd Ave
I-17
Thomas Rd
27th Ave

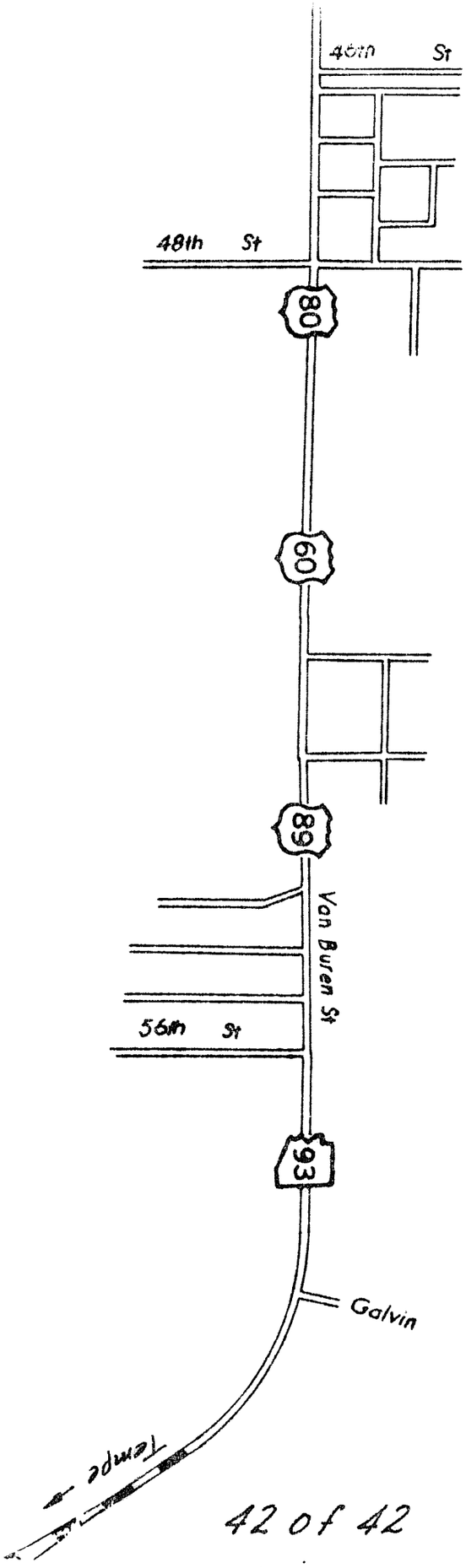

35th Ave
Indian School Rd
Grand Ave
60
27th Ave
Thomas Rd


GLENDALE CITY LIMITS
PHOENIX CITY LIMITS
43rd Ave
60
Camelback Rd
89
Grand Ave
Indian School Rd
93
35th Ave


80
Central
60
89
7th St
Van Buren St
11th St
93
16th St


16th St
20th St
Van
Buren
24th St
St
60
28th St
32nd St


32nd St
60
40th St
Van Buren St
44th St
46th St


46th St
48th St
80
60
89
Van Buren St
56th St
93
Galvin
Tempe

ARIZONA DEPARTMENT OF TRANSPORTATIO!
..oom 175A, 206 South 17th Ave., Phoenix, Arizona 85..

APPLICATION FOR PERMIT TO USE STATE HIGHWAY RIGHT OF WAY
(Print or Type)

Application is hereby made for a permit to enter in upon and use a portion of the State Highway.

Name of Owner _____

Address of Owner _____

City _____ State _____ Zip _____

Name of Applicant _____ Legal Relationship to Owner _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____

Signature of Applicant _____
(Applicant and Owner are responsible for conditions on permit)

City (in or near) _____ Project No. _____

Highway Route No. _____ Approximately _____ Feet _____ of Milepost No. _____
Direction

Side of Highway N S E W (circle one) Highway Station _____

Purpose _____

_____

_____

FOR DEPARTMENTAL USE ONLY

THIS APPLICATION is approved with the following directions, requirements and specifications:

"EXHIBIT D"

ARIZONA DEPARTMENT OF TRANSPORTATION

HIGHWAYS DIVISION

206 South Seventeenth Avenue Phoenix, Arizona 85007

FILE NO. _____

COUNTY _____

PROJECT NO. _____

NOTICE OF ENCROACHMENT ON RIGHT-OF-WAY

TO: _____ DATE _____

You are hereby notified that the following described property belonging to you (your lessee) constitutes an encroachment on the highway right-of-way of the State of Arizona and is a violation of State Law. (*See reverse side of this sheet.*)

1. _____
2. _____
3. _____
4. _____
5. _____

PLEASE SEE THE ATTACHED SKETCH INDICATING THE ENCROACHMENT AS RELATED TO THE HIGHWAY RIGHT-OF-WAY.

Located on _____ side of highway right-of-way on Highway Route Number _____. Width of right of way _____ ft. on _____ (DIRECTION) side and _____ ft. on _____ (DIRECTION) side.

At _____ (LOCATION OR STREET ADDRESS) or _____ (DISTANCE FROM M.P. AND DIRECTION)

_____ (CITY AND STATE)

_____ (OWNER OR OPERATOR OF ENCROACHMENT)

_____ (NOTICE RECEIVED BY)

_____ (MAILING ADDRESS)

_____ (TIME ALLOWED FOR REMOVAL OF ENCROACHMENT)

Issued by: _____

Title: _____

Address:

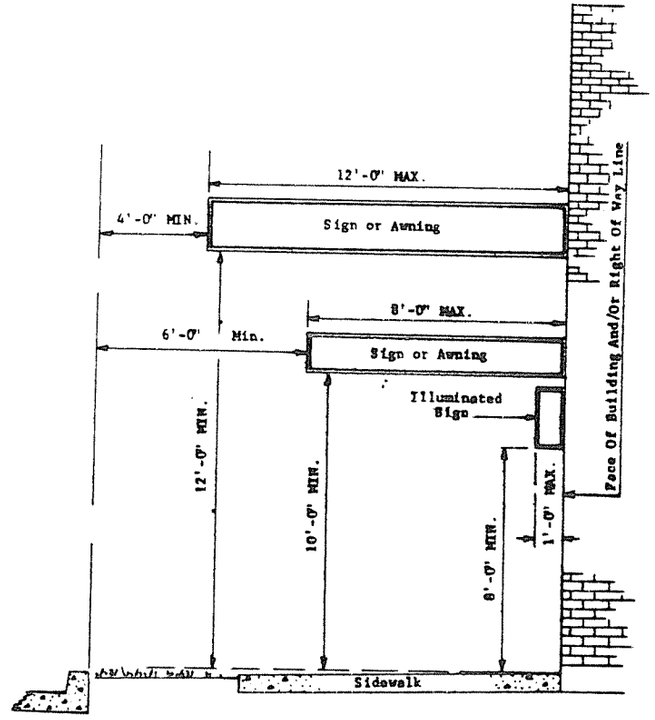
White Copy to Property Owner
Blue Copy to District Engineer
Yellow Copy to Permit Division

ATTACHMENT

"EXHIBIT E"

† 22-9703 5/75 (Formerly 27-2210)

HIGHWAYS • AERONAUTICS • MOTOR VEHICLE • PUBLIC TRANSIT • ADMINISTRATIVE SERVICES • TRANSPORTATION PLANNING



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.

ARIZONA
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
STANDARD PLANS

PERMIT REGULATIONS
FOR SIGNS AND AWNINGS

EXHIBIT F

CITY
OF
PHOENIX

FINANCE DEPARTMENT

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

It is hereby certified that effective July 1, 1977 the City of Phoenix is covered under a Self Insurance Retention Program for Comprehensive Automobile Liability, Comprehensive General Liability and Contractual Liability in the amount of $500,000 per occurrence. It is further certified that excess/umbrella insurance carriers participate to provide liability insurance in excess of the self insured retention to $15,000,000.

* * * * * * * * * * * * * * *

This certificate is issued relative to: Providing Liability Insurance as required in the leases in Agreement No. 14933 between the City of Phoenix and the Arizona Department of Transportation, relative to maintenance of sidewalks, street lighting, median, landscape care by City - Van Buren, Grand Avenue, 17th Ave., Buckeye Road (Routes 60-70-80-89-93).

* * * * * * * * * * * * * * *

This certificate is issued at the request of the person or organization named below and the City will mail to such person or organization at the address shown, notice of any material changes in any of the described coverage which may occur prior to July 1, 1980.

Arizona Department of Transportation
attn: Oscar T. Lyon, Jr., P.E.
205 S. 17th Avenue
Phoenix, AZ 85007

* * * * * * * * * * * * * * * *

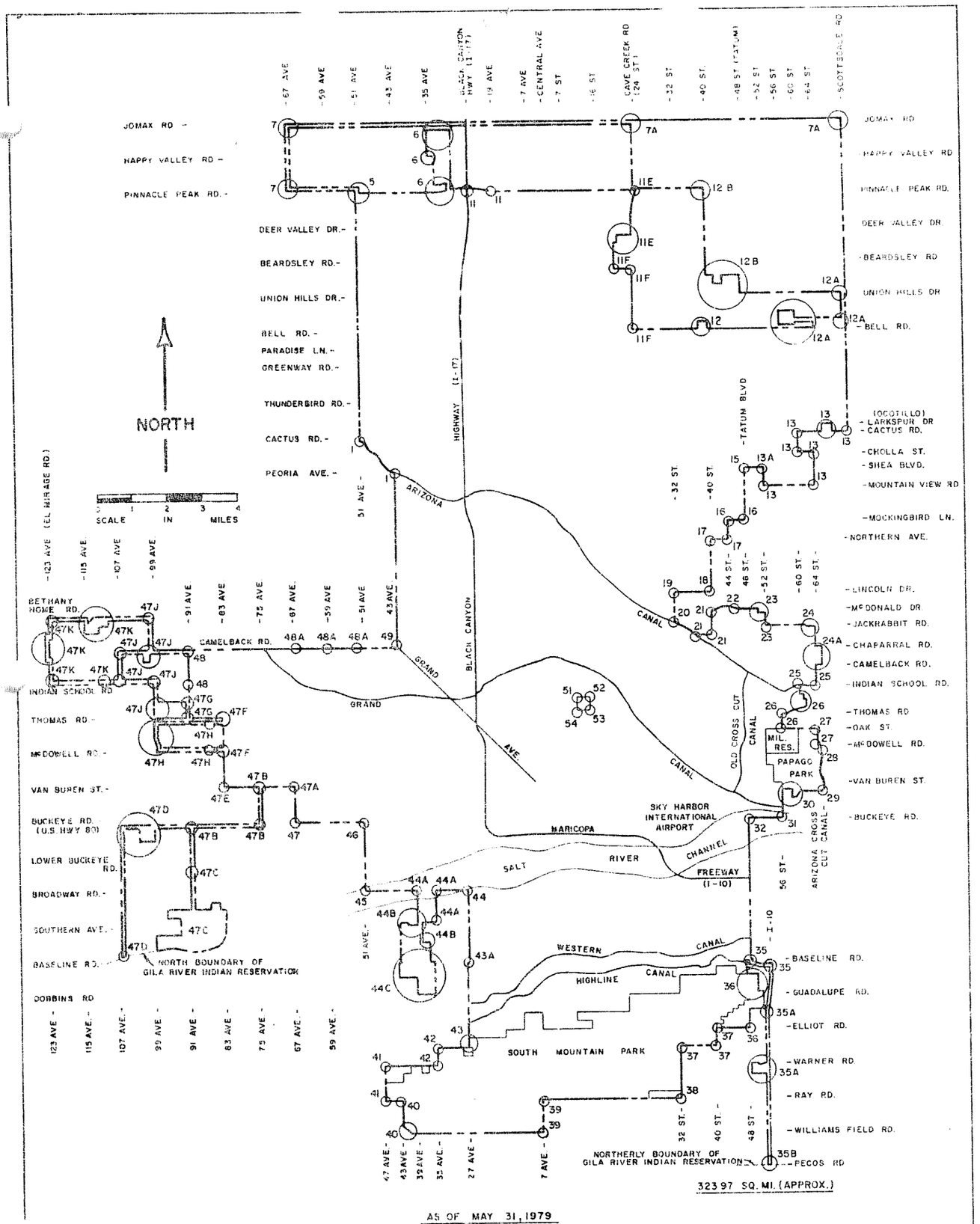
CITY OF PHOENIX, ARIZONA

By _____
Paul Wenner

Authorized Title CITY TREASURER

Date June 19, 1979

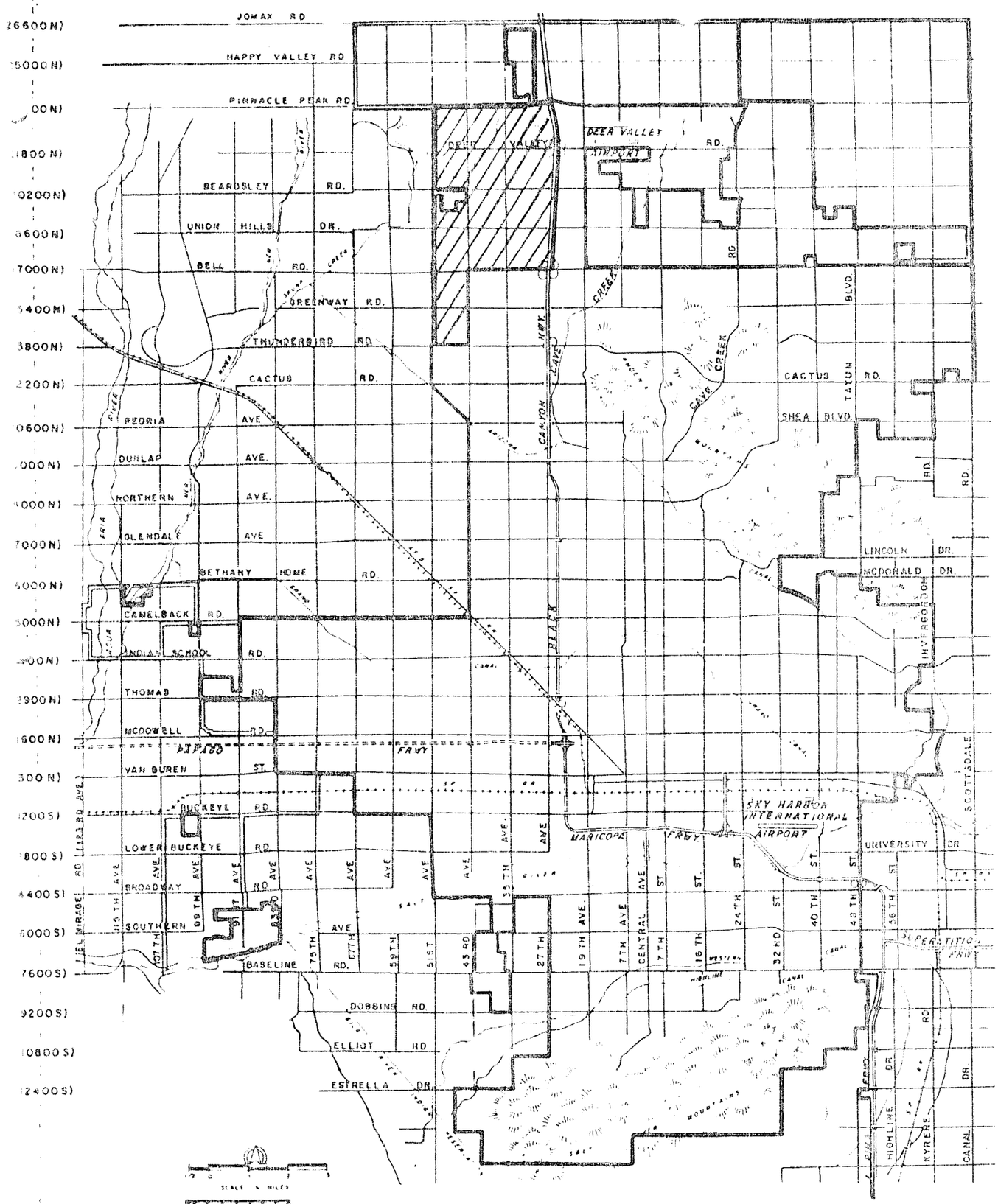
251 WEST WASHINGTON • PHOENIX, ARIZONA 85003 • TELEPHONE (602) 262-6201



AS OF MAY 31, 1979

KEY MAP

PHOENIX CITY LIMITS



JUNE '78 AREA ANNEXED 1/30/79, EFFECTIVE 3/1/79