LANDSCAPE MAINTENANCE AGREEMENT

ARIZONA PROJECT I-10-3(133)

(Broadway Road to Elliot Road)

CITY OF GUADALUPE

A.G. CONTRACT NO. 81-616

ECS FILE: JPA-82-04

THIS AGREEMENT, made this 3rd day of December, 1981, pursuant to A.R.S. Sec. 11-951 through Sec. 11-954, by and between the Department of Transportation, Highways Division, an agency of the State of Arizona, thereunto duly authorized, hereinafter designated Department of Transportation and the City of Guadalupe, a municipal corporation, thereunto duly authorized, hereinafter designated as City.

PROJECT LIMITS:

Plans and specifications have been developed to provide additional landscaping for areas within the right-of-way on Interstate 10 from south of Broadway Road at Roadway Station 475+00 to south of Elliot Road at Roadway Station 678+00, a net distance of approximately 3.84 miles.

WITNESSETH:

WHEREAS, it is to the mutual advantage of the Department of Transportation and the City to landscape certain areas within the right-of-way on Interstate 10 on the east side of the westbound lanes from Baseline Road at Roadway Station 559+00 to Roadway Station 626+55.

NOW THEREFORE, it is hereby mutually agreed by and between the Department of Transportation and the City, pursuant to the authority contained in A.R.S. Sec. 28-108, as follows:

1. The Department of Transportation will prepare plans for the landscaping and irrigation project and submit them to the Federal Highway Administration for approval.

2. Upon approval, the project will be constructed by the Department of Transportation using state and federal funds apportioned to the State of Arizona.

NO. 7689
FILED WITH SECRETARY OF STATE
Date Filed 4-6-82
Secretary of State

3. The City shall furnish all water for landscaping during construction phase, and all water hereafter necessary to properly maintain the plantings within the right-of-way on the east side of the westbound lanes from Baseline Road at Roadway Station 559+00 to Roadway Station 626+55, all at City expense.

4. The Department of Transportation shall maintain the landscaping and irrigation system within the right-of-way from south of Broadway Road at Roadway Station 475+00 to south of Elliot Road at Roadway Station 678+00.

5. The Department of Transportation shall furnish all electrical power necessary to maintain the landscaping within the right-of-way from south of Broadway Road at Roadway Station 475+00 to south of Elliot Road at Roadway Station 678+00.

6. The City hereby agrees to save and hold harmless the Department of Transportation, or any of its departments, agencies, officers or employees from all cost and damage incurred by any of the above and from any other injury to any person or property whatsoever, which is caused by an activity, condition, or event arising out of the performance or non-performance of any provision of this agreement by the City, any of its agents, or any of its independent contractors. The above cost incurred by the Department of Transportation or any of its departments, agencies or employees shall include in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. When any above cost, damage or other injury occurs as aforesaid, the City assumes the burden of proof that the activity, condition, or event did not cause such cost, damage or other injury.

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

8. Attached hereto are resolutions of the Department of Transportation and the City authorizing both entities to enter into this agreement, and a written determination by the City Attorney of Guadalupe that this agreement is in proper form and within the powers and authority granted to the City under the laws of this State.

9. The effective date of this agreement shall be upon filing with the Secretary of State and 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 the parties hereto mutually agree by formal amendment reflected herein to this agreement not less than one (1) month prior to the initial or renewed expiration date.

10. 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 two copies of this agreement on the day and year herein written.

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____
Chief Deputy State Engineer

Town ~~CITY~~ OF GUADALUPE

By _____

STATE OF ARIZONA)

: SS

County of Maricopa)

I, RALPH VELEZ, Town Manager of the City of Guadalupe, Arizona, do hereby certify that the following is a true and correct extract of the minutes of the City Council meeting held December 3rd, 1981.

In Witness Whereof, I have hereunto set my hand and affixed the Official Seal of the City of Guadalupe, Arizona. Done in Guadalupe, Arizona this 3rd day of December, 1981.

Ralph Velez

RESOLUTION

Be it resolved on this date, April 5, 1982, 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 GUADALUPE, acting by and through its CITY COUNCIL enter into the intergovernmental agency agreement for the purpose of entering in a landscape maintenance agreement for certain projects which have been selected by the State and subject to the approval of the City of Guadalupe as by law required; and request the City to perform certain work and supply necessary materials required to maintain the specified areas in the manner specified in the attached agreement.

W A Ordway

WILLIAM A. ORDWAY, Director
Department of Transportation

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, STATE ENGINEER and the CITY OF GUADALUPE and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 3rd day of December, 1981.

Jerry Levine

JERRY LEVINE

The ~~City~~ Town Attorney

MCC m
RVW

RECEIVED
MAR 19 1982
DISTRICT ONE OFFICE

Town of Guadalupe
9050 SOUTH AVENIDA DEL YAQUI
GUADALUPE, ARIZONA 85283

Office of: Town Clerk

Phone: 839-2415

SPECIAL MEETING MINUTES

GUADALUPE TOWN HALL
9050 South Avenida del Yaqui
December 3, 1981

7:00 P.M.

CALL TO ORDER: The Special Meeting was called to order by Vice-Mayor Pat Villa

PLEDGE OF ALLEGIANCE: No Pledge of Allegiance was held

INVOCATION: No Invocation was held

ROLL CALL: The following Councilmembers were present:

Pat Villa - Vice-Mayor
Brigido Baumea - Councilmember
Ruben Hernandez - Councilmember
Frank D. Cota, Sr. - Councilmember
Rita Morales - Councilmember
Albert Tavena - Councilmember

Mayor Gabriel Alvarez was excused.

Vice-Mayor Villa turned the meeting over to Councilmember Cota, for the first item on the Agenda.

Request for Variance on Sideyard Setback of 3 feet on South Sideyard and 7 feet on Front Yard:

Patricio V. & Rita V. Villa
9201 South Calle Azteca

Upon the recommendation of the Planning and Zoning Commission to approve the request for a variance on sideyard set of 3 feet on south sideyard and 7 feet on front yard, Motion was made to approve the request for variance at 9201 South Calle Azteca. Moved by Councilmember Hernandez, seconded by Councilmember Tavena. Vice-Mayor Villa, and Councilmember Morales astained. Motion passed.

Councilmember Cota turned the meeting back to Vice-Mayor Villa.

Request for variance on south sideyard setback of 5 feet:

Felipe Quintero
9215 South Calle Bella Vista

Upon recommendation of the Planning and Zoning Commission to approve the variance on south sideyard setback of 5 feet, Motion was made to approve the variance on 9215 South Calle Bella Vista. Moved by Councilmember Hernandez, seconded by Councilmember Cota. Motion passed unanimously.

Landscape Maintenance Agreement Arizona Project I-10-3 (133) (Broadway Road to Elliot Road)

Motion was made to approve the Landscape Maintenance Agreement Arizona Project I-10-3. Moved by Councilmember Cota, seconded by Councilmember Hernandez. Motion passed unanimously.

ADJOURNMENT: Motion was made to adjourn. Moved by Councilmember Hernandez, and Councilmember Morales, seconded by Councilmember Cota. Motion passed unanimously.

Pat V. Villa
Vice-Mayor

ATTEST:

Ralph Chang
Town Clerk

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. 81-616, 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 2nd day of November, 1981.

ROBERT K. CORBIN
Attorney General

Albert Morgan
Assistant Attorney General
Transportation Division