LANDSCAPE MAINTENANCE AGREEMENT

ARIZONA PROJECT IR-40-4(102)

(WINSLOW INTERSTATE FREEWAY TRAFFIC INTERCHANGES)

THIS AGREEMENT, made this 24th day of April, 1984, 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 Winslow, a municipal corporation, thereunto duly authorized, hereinafter designated as City.

WITNESSETH:

WHEREAS, it is to the mutual advantage of the Department of Transportation and the City to landscape two traffic interchanges within the right-of-way on Interstate 40 from the North Park Drive Traffic Interchange, median centerline roadway station 2980+00 to the East Winslow (Transcon Lane) Traffic Interchange, median centerline roadway station 3120+00, a net distance of approximately 2.64 miles.

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 federal funds apportioned to the State of Arizona.

3. The City shall furnish and install necessary water services from existing water mains to the designated locations within the right-of-way and including an area extending approximately 690 feet northerly from Transcon Lane median centerline roadway station 3104+00, from the North Park Drive Traffic Interchange, median centerline roadway station 2980+00 to the East Winslow (Transcon Lane) Traffic Interchange, median centerline roadway station 3120+00 at the City established water service schedule rates, all at Department of Transportation expense.

4. The City shall furnish all water during construction phase, and all water hereafter necessary to properly maintain the landscape between the right-of-way lines from the North Park Drive Traffic Interchange, median centerline roadway station 2980+00 to the East Winslow (Transcon Lane) Traffic Interchange, median centerline roadway station 3120+00, all at City expense.

5. The Department of Transportation shall maintain the landscaping and irrigation system within the right-of-way from the North Park Drive Traffic Interchange, median centerline roadway station 2980+00 to the East Winslow (Transcon Lane) Traffic Interchange, median centerline roadway station 3120+00.

6. The Department of Transportation shall furnish all electrical power necessary to maintain the landscaping within the right-of-way from the North Park Drive Traffic Interchange, median centerline roadway station 2980+00 to the East Winslow (Transcon Lane) Traffic Interchange, median centerline roadway station 3120+00.

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7. 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 damage 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 damage occurs as aforesaid, the City assumes the burden of proof that the activity, condition, or event did not cause such cost, damage or other damage.

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

9. 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 Winslow that this agreement is in proper form and within the powers and authority granted to the City under the laws of this State.

10. 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.

11. 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

CITY OF WINSLOW, a municipal Corporation

By _____

STATE OF ARIZONA )
: SS
County of Navajo )

I, Georgia Metzger, Mayor of the City of Winslow, Arizona, do hereby certify that the following is a true and correct extract of the minutes of the City Council meeting held April 24, 1984:

In Witness Whereof, I have hereunto set my hand and affixed the Official Seal of the City of Winslow, Arizona. Done in Winslow, Arizona this 15th day of May, 1984.

Georgia Metzger

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 WINSLOW 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 15 day of May, 1984.

WARNER G. LEPPIN
The City Attorney

Minutes of the Regular Meeting of the Winslow City Council held in the Council Chambers of the Police Court Complex on April 24th, 1984 at 7:00 P. M.

| MEMBERS PRESENT | MEMBERS ABSENT | STAFF |
|---|---|---|
| Mayor Metzger | | Emily Perri |
| Councilman Swanty | | Lily Martinez |
| Thompson | | Warner Leppin |
| Madrid | | Bill Barris |
| Graham | | Bob Chacon |
| Hardy | | Dan Parrott |

The meeting was called to order by Mayor Metzger. The Pledge of Allegiance was given and Invocation offered by Councilman Thompson. Roll call was taken by the City Clerk. All members were present.

CONSENT CALENDAR

Motion was made by Councilman Graham to approve the Consent Calendar as presented. Motion seconded by Councilman Light. Roll call vote was taken with Councilmen Swanty, Thompson, Madrid, Graham, Hardy, Light and Mayor Metzger voting "Yes". Motion carried.

APPROVAL OF MINUTES

Mayor Metzger called attention to some corrections that had been made. Councilman Thompson called attention to the salary of patrolman under item (b) that needs to be $1250.00. Motion was made by Councilman Madrid to accept the minutes of the Special Meeting of April 17th, 1984 as corrected. Motion seconded by Councilman Thompson, voted on and carried.

COUNCIL CONSIDERATION AND ACTION

a. PROCLAMATION - AMERICAN YOUTH DAY

The proclamation was read by City Administrator. Motion to accept the Proclamation for American Youth Day was made by Councilman Swanty. Motion seconded by Councilman Light, voted on and carried.

b. PROCLAMATION - CIRCUS DAY

The proclamation was read by City Administrator. Motion was made by Councilman Madrid to accept the Proclamation for Circus Day in Winslow, and declare May 11th, 1984 as Circus Day. Motion seconded by Councilman Graham, voted on and carried.

c. APPROVAL OF INTERGOVERNMENTAL AGREEMENT - STATE LAND DEPARTMENT AND BUREAU OF LAND MANAGEMENT

City Administrator explained the agreement and read Resolution No. 684 which is a part of the agreement. Discussion followed. Motion was made by Councilman Graham to adopt Resolution No. 684 and approve and sign the agreement with the State Land Department and Bureau of Land Management. Motion seconded by Councilman Madrid, voted on and carried.

d. APPROVAL OF HIGHWAY AGREEMENT

City Administrator informed that Mr. Ed Ginch from the Arizona Department of Transportation had brought in the agreement for maintenance of the landscaping to be done on the North Park Drive and Transcon Lane interchanges on Interstate 40 in and around Winslow. The City would be required to provide water for the landscaping. This is the only obligation the City will have. The Arizona Department of Transportation agrees to maintain the landscaping. Discussion followed. Motion was made by Councilman Light to approve the agreement with Arizona Department of Transportation. Motion seconded by Councilman Hardy, voted on and carried.

e. APPROVAL OF ECONOMIC DEVELOPMENT STUDY

City Administrator informed that there had been three proposals received and these were based on evaluation. NAU's proposal had the best approach, and they are recommending that Council approve this proposal. This is CDBG funded. Motion was made by Councilman Madrid to approve Northern Arizona University's Bureau of Business and Economic Research proposal for conducting of the economic development study which is budgeted within the third year of the Community Development Block Grant program. Motion seconded by Councilman Light, voted on and carried.

OFFICE OF THE
Attorney General
TRANSPORTATION DIVISION
1275 WEST WASHINGTON
PHOENIX ARIZONA 85007
(602) 255-1680

ROBERT K CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 84-276, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the 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 4th day of June, 1984

ROBERT K. CORBIN
Attorney General

Albert Morgan
Assistant Attorney General
Transportation Division

RESOLUTION

Be it resolved on this date, June 12, 1984, 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 WINSLOW, 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 Winslow 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