AG Contract No. KR90-2417TRN
ADOT ECS File No. JPA 90-124
Project: Master Maintenance Agreement
Section: US-89A, SR-179

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

THIS AGREEMENT is entered into 6 APRIL, 1998, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SEDONA, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to define their respective responsibilities for the maintenance of US-89A and State Route 179 within the limits of the City.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22296
Filed with the Secretary of State
Date Filed: 04/06/98
Betsey Bayless
Secretary of State
By Vicky Groenewold

II. SCOPE

1. The State will:

a. Be responsible for any required betterments to SR-179 and US-89A including; reconstruction of roadway, curbs, medians and channelizations; bridges and drainage; guardrails and fences; transportation permits (such as overweight, overwidth and overheight, as prescribed by law); and permits for highway right of way encroachments and use.

b. Provide the City stop signs for streets that intersect SR-179 and US-89A for replacements as required and requested.

c. Maintain all painted guide lines on US-89A and SR-179.

2. The City will:

a. Be responsible for sidewalk repair, replacement, and routine maintenance (including sweeping and cleaning of sidewalks).

b. Be responsible for all street sweeping, litter control and pickup, weed control and mowing, and control of overgrowth of vegetation.

c. Be responsible for parking striping, curb marking and "no parking" signs (signs to be supplied by City) (City to ensure "no parking" resolution has been issued by the State prior to installing signs or striping).

d. Be responsible for routine inspections, maintenance and replacement of stop signs that intersect SR-179 and US-879A in the City limits (stop signs to be supplied by State) as requested.

e. Be responsible for existing crosswalks, stop bars, pavement arrows and "only" symbols in and adjacent to SR-179 and Us-89A within the City limits. New locations under consideration for pavement marking will have prior written approval by the ADOT Traffic Engineering Department.

f. Enforce all City ordinances regarding the placement of signs or other objects within public rights of way on US-89A and SR-179.

g. Be responsible for snow removal within the City limits on SR-179 and US-89A in the event ADOT can not get crews into the area during severe storms or until such time as ADOT crews are available.

h. Be responsible for all pothole patching outside the curb to curb limits of the highway or A.C. shoulder to A.C. shoulder limits of the highway, i.e., access driveways, parking areas, etc.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party, upon thirty (30) days written notice to the other party, or by other competent authority.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation Joint Project Administration 205 South 17 Avenue, MD 616E Phoenix, AZ 85007	City of Sedona City Manager 2940 Southwest Drive Sedona, AZ 86336

Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

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

CITY OF SEDONA

By Ivan H. Finley
IVAN FINLEY
Mayor

STATE OF ARIZONA
Department of Transportation

By William Hagin
For EDWARD D. WRIGHT
Deputy State Engineer

ATTEST

By Patricia K Sullivan Deputy City Clerk for
MARIE BROWN
City Clerk

JPA 90-124

RESOLUTION

BE IT RESOLVED on this 14th day of September 1990, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Sedona for the purpose of defining responsibilities for routine maintenance of US-89A and SR-179 in the City.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

Ray Ellis

for CHARLES L. MILLER, Director
Arizona Department of
Transportation

1203j/2

City of Sedona
Regular City Council Meeting
City Council Chambers
Wednesday, March 11, 1998
7:00 p.m.
Action Agenda

The following is what the Council took action on:

6. Consent Agenda:
   a) Minutes: Approval of Minutes:
      1. Regular City Council Meeting February 10, 1998 (7:00).
   b) Bills: Approval of Bills.
      1. Over $10,000 for budgeted Capital Expenditures.
      2. Over $20,000 for maintenance, services or operational expenditures.
   c) Liquor Licenses: Approval of Liquor License for the Javelina Cantina, 671 Hwy 179, Sedona, AZ 86336, License Application # 12033055.
   d) Proclamations. Approval of proclamation declaring the month of April as Fair Housing Month.
   e) Resolution/Fair Housing: Approval of resolution affirming its fair housing policy and restating its commitment to the principle of fair housing; describing actions it shall undertake to affirmatively further fair housing.
   f) Employee manual changes: Approval of employee manual changes; Addition of "Working Out of Class Policy" and revisions to "City Vehicle Use Section".
   g) Sign Plan/Forest Service: Approval of amendment to Challenge Cost Share Agreement with Forest Service for Jim Thompson Trail and Sign Plan.
   h) IGA/City & ADOT: Approval of maintenance I.G.A. between the City of Sedona and the Arizona Department of Transportation.
   I) Vista Montana Sewer Easement: Approval of appropriation for improved sewer easement for connection to Vista Montana. (Artisans Galleria property).
   j) Quit Claim Deed/Tax parcel no 401-05-001A: Approval authorizing the Mayor to execute a Quit Claim Deed for Coconino County Tax Assessor's Office tax parcel no. 401-05-001A regarding property mistakenly included in Land Matters Development Agreement.

Motion:

Councilman Everett approved the consent agenda with the exception of item 6 h.

Second by Vice-Mayor Graham

Vote.

Motion carries, five for and zero against. (Davis and Crick absent)

h) IGA/City & ADOT: Approval of maintenance I.G.A. between the City of Sedona and the Arizona Department of Transportation.

area.

Motion:

Vice-Mayor Graham moves for approval of resolution no 98-11 authorizing the Mayor to enter the proposed Canyon Portal public restroom facilities development agreement on behalf of the city.

Second by Councilwoman Keane

Vote:

Motion carries, five for and zero against (Davis and Crick absent)

Respectfully Submitted:

Mary Beth Roberts

Mary Beth Roberts, Recording Secretary 3/12/98

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APPROVAL OF THE SEDONA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF SEDONA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 26th day of February, 1998.

Jim M. Palad

City Attorney

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR90-2417TRN, 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 the proper form and is within the powers and authority granted to 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.

DATE March 31, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/11455

Enc.