NO. 19302
FILED WITH SECRETARY OF STATE
Date Filed 12/21/94
Richard H. Mahoney
Secretary of State
By J. Edens

A. G. Contract No. KR94 2615TRN
ECS File: JPA 94-172
Project: F-037-3-509
Tracs: 89A CN 613 H 2196 01 C
Section: US-89A Rest Area

INTERGOVERNMENTAL AGREEMENT
REST AREA MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF FREDONIA

THIS AGREEMENT is entered into 21 December, 1994 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 TOWN OF FREDONIA, acting by and through its MAYOR and TOWN COUNCIL, (the "Town").

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 Town 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 Town.

3. It is to the mutual advantage of the State and the Town to provide a rest area, as well as an interpretive facility within the rest area, for state maps and information on areas of interest and safety for motorists in the region of the facility, within the Town on U.S. Route 89A at the following location:

East of U.S. 89A centerline roadway station 61+80.

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

II. SCOPE OF WORK

1. The State will prepare plans for the rest area/interpretive facility project and submit them to the Town for concurrence.

2. After Town concurrence of the plans, the project will be constructed by the State, using State funds.

3. The Town will provide the State a construction permit at no cost.

4. The Town shall pay for electrical power to operate and maintain the rest area/interpretive facility.

5. The Town shall permit the State to connect to its water lines at no cost.

6. The Town shall furnish all water for the rest area/interpretive facility installation during the construction phase, and all water thereafter necessary to properly operate and maintain the rest are/interpretive facility, all at town expense.

7. After construction, the Town shall maintain the rest area/interpretive facility.

8. The Town hereby agrees to ~~maintain~~ "RETAIN OWNERSHIP OF" the rest area/interpretive facility with due regard for the saftey of those who use it, in an attractive and sanitary manner, as it was designed and constructed by the State; and the Town will not make changes, additions or deletions without written approval by the State. All maintenance work shall be accomplished in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the State's "Uniform Traffic Control Requirements."

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect for 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. Further, this agreement may be terminated by the State at any time upon providing 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said rest area parking facility.

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(B) and (C).

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:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Fredonia
Town Clerk
Box 217
Fredonia, Arizona 86022

7. Attached hereto and incorporated herein is a copy of 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.

TOWN OF FREDONIA

By _____
BRENT MACKELPRANG
Mayor

STATE OF ARIZONA
Department of Transportation

By _____
PETER L. ENO
Contract Administrator

ATTEST:

By _____
BARBARA KIMBALL
Town Clerk

431
22nov

JPA 94-172

RESOLUTION

BE IT RESOLVED on this 11th day of October 1994, that I, the undersigned LARRY S. BONINE, 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 Town of Fredonia for the purpose of defining responsibilities for the design, construction and maintenance of a rest area/interpretive area on US-89A in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

Gary K. Robinson

FOR: LARRY S. BONINE
Director

FREDONIA TOWN COUNCIL CONT.
OCTOBER 13, 1994

Cottage Crafts are allowed in the community. Town license is required and possibly a zoning change.

A letter of support for Dr. Obasi is needed from the Town.

Letter is to be written to Paul Babbitt to request that Coconino County join the Coalition of Counties.

Peter Solie reported that NACOG will pay his expenses for an Economic Development in Idaho.

The minutes were read and approved with the correction that the trailer in the RV Park is on a conditional use permit.

Roney Pratt made a motion to approve the minutes with the above change, seconded by Bobbie Rogers. Roney Pratt made a motion to approve the agenda as written, seconded by Joy Jordan.

Item #1 Roney Pratt made a motion to push forward with the regional landfill, seconded by Joy Jordan with all in favor.

Item #2 The Welcome Center Contract was given to Mr. Shumway for his review. A motion was made by Joy Jordan to accept the contract if it meets Mr. Shumway's approval. Seconded by Roney Pratt. This motion also gives Brent Mackelprang the approval to sign this contract.

Item #3 Letters of comment will be sent to the Forest Service officials in District, Regional and National Offices will well as the local office. There was a concern that the local meeting was not for comments and it was not treated as a comment meeting as it was advertised. The Forest Service needs to listen to the public.

Item #4 Roney Pratt made a motion to apply for the REDI program, seconded by Robin Button.

Item #5- Joy Jordan made a motion to apply for inclusion in the Enterprise Zone, seconded by Robin Button. This helps new businesses and gives tax breaks.

Item #6- Arizona TV was table.

Item #7 Roney Pratt will ask to have an estimate done on the tennis court repair.

FREDONIA TOWN COUNCIL MEETING CONT.
OCTOBER 13, 1994

Item #8 annexation - tabled

Item #9 Sunrise contract. Get a clean copy with changes to that Brent Mackelprang can sign.

Item #10- Table. Work up job descriptions.

Item #11 - The street light will be discussed at the Utility Board.

Item #12- Robin Button made a motion to approve the librarians attendance at a county library meeting in Flagstaff, seconded by Bobbie Rogers. Roney Pratt made a motion to approve the clerks attendance at the State Revolving Fund workshop on November 2 in Flagstaff, seconded by Robin Button.

Item #13 - Joy Jordan made a motion to approve Wayne Anderson's school in Las Vegas in December, seconded by Roney Pratt with all in favor.

Item #14 - Adoption of Resolution 231 dealing with the 1995 Census policy on a motion by Robin Button, seconded by Bobbie Rogers.

Item #15- Roney Pratt made a motion to adjourn at 10.22 p.m., seconded by Robin Button with all in favor.

Brent Mackelprang
Mayor

Attest
Barbara Kimball
Clerk

Certification: I, hereby, certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting held on October 13, 1994.
I, further, certify that the meeting was duly called and held and that a quorum was present.

Dated this 14 day of October, 1994.

Barbara Kimball
Town Clerk/Coordinator

JPA 94-172

APPROVAL OF THE FREDONIA TOWN ATTORNEY

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

DATED this 3rd day of December, 1994.

Town Attorney

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A. G. Contract No. KR94-2615-TRN, 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.

DATED this 14th day of December, 1994.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8661G

Lynn Grandy 94-172

Richard - Please check if executed - if so - Please copy to John Harper

From: John Harper
Sent: Friday, December 07, 2001 2:19 PM
To: Lynn Grandy
Cc: Ted Wolff
Subject: Fredonia Rest Area IGA

Lynn -

When you receive a signed original of the IGA that turns ownership of the rest area over to the Town of Fredonia, can you please fax us a copy for our files?

Fax number 928-774-3710. To Ted Wolff or John Harper

Thank you,

John Harper
Senior Resident Engineer
Flagstaff Fourth Street Construction
928-774-1799
jharper@dot.state.az.us

ASAP
Lynn G.

This was done 1-9-02 and John Got a copy.
fmH