AG Contract No. KR98 2576TRN
ADOT ECS File No. JPA 98-204
Project: H0888 01R
Section: Cataract Lake Rd., Camp Clover Road and Country Club Connector Rd.

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

THIS AGREEMENT is entered into 7 APRIL, 1999, 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 WILLIAMS, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401, 9-240 and 11-952 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. Incident to a highway improvement project on I-40B (Camp Clover Road Station 680+06 to 709+26, Cataract Lake Road and Country Club Connector Road) contemplated by the State in the City, including a 2.5" AC overlay to Camp Clover Road, and a double application chip seal to Cataract Lake Road and Country Club Connector Road, at a currrently estimated cost of $100,000.00, all at State expense, the State and the City have agreed that upon completion of the project the State will abandon ownership jurisdiction and maintenance responsibility for Camp Clover Road, Cataract Lake Road and Country Club Connector Road from the State to the City.

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

==========

NO. 23127
Filed with the Secretary of State
Date Filed: 04/07/99
Betsey Bayless
Secretary of State
By Vicky V. Greenwood

II. SCOPE

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for the project, suitable for construction bidding and construction. Incorporate or resolve City review comments.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason.

c. Upon completion of the project improvements, provide the City right-of-way plans and "as builts", and upon approval of and by resolution of the Transportation Board, abandon ownership jurisdiction and maintenance responsibility for Camp Clover Road, Cataract Lake Road and Country Club Connector Road, except for and subject to drainage reservations, from the State to the City.

2. The City will:

a. Review the design documents and provide comments.

b. Upon completion and acceptance of the project by the State, and upon approval of and by ordinance or resolution of the City Council, accept ownership jurisdiction and maintenance responsibility, except for and subject to drainage reservations, for Camp Clover Road, Cataract Lake Road and Country Club Connector Road.

c. Waive the requirements of Arizona Revised Statutes Section 28-7209 (formerly ARS 28-106).

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said improvements and abandonment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

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:

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

City of Williams
City Manager
113 S. First Street
Williams, AZ 86046

7. 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 WILLIAMS

By James L. Hoffman
JAMES L. HOFFMAN
Mayor

STATE OF ARIZONA
Department of Transportation

By William J. Higgins
WILLIAM J. HIGGINS
Deputy State Engineer

ATTEST

By Eleanor Addison
ELEANOR ADDISON
City Clerk

98-204.doc
12nov

JPA 98-204

RESOLUTION

BE IT RESOLVED on this 12th day of November 1998, that I, the undersigned MARY E. PETERS, 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 Intermodal Transportation Division, to enter into an agreement with the City of Williams for the purpose of defining responsibilities for the design and construction of improvements and the eventual abondonment of ownership and maintenance jurisdiction of Cataract Lake Road, Camp Clover Road and Country Club Connector Road to the City.

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

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

JPA 98-204

APPROVAL OF THE WILLIAMS TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF WILLIAMS 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 11th day of March, 1999.

Town Attorney

ITEM	COUNCIL ACTION
D Staff update on planned street projects	Presented by R Stilwell Staff has looked at various ways to use the millings Plan to use a cold mix and pug mill plant and try on Third Street We will remove the old asphalt in-house and prepare road, then we will contract lay down machine and pug mill plant First stage April through May and if it works will plan to do more streets Have a meeting set to see roads done this way, and get more information Are planning the chipseal program Street Department is currently patching and sealing Discussion regarding staffing levels and if they are able to keep up with the work There is budget money to hire a few temporary employees Streets are the Council top priority and if necessary we should hire even more temporaries Sidewalk program planned next year, and are looking to hire contractor to do the work
E ADOT JPA 98-204 Road Acceptance	Presented by D Dalbeck In packet is an Intergovernmental Agreement with ADOT for transfer of Camp Clover Road, Cataract Lake Road and freeway connector road This has been discussed several times ADOT has agreed to repair roads, crack seal and put 2 1/2 inch overlay on roads, as well as double application chipseal The rest of the ADOT offers are on a separate agreement This is for the roads themselves We must approve this agreement so ADOT can do the necessary maintenance to the roads C Brookbank made a motion to authorize the Mayor to sign the Agreement J Sullivant seconded Motion carried unanimously
F Acceptance of Lease Agreement with Williams Air Adventures for Fixed Base Operations at H A Clark Memorial Field	Lease Agreement was presented although there are still a few corrections On page 5, we are changing first paragraph to equal going rate of 0 015, not 0 08 It is still a negotiable item as written Other issues brought up are ramp around tanks will be grant money for proper aproning through terminal, fuel storage and dispensing area There is no time limit, we are waiting for a grant to do this Should add wording stating when and if grant money is available we will do that project On page 6 discussed garbage and waste removal, desire additional items Page 7 trash containers discussed Page 9 F should be a cost to hook into the treatment plant, and also should water become available they must tap into water and pay appropriate fees Staff requests that approval of lease also be based on provision that legal staff approve final draft of lease After discussion, K Edes made a motion to approve the proposed lease with the corrections discussed-Rate of 0 015, no time limit to do ramp around tanks through terminal, fuel

VIII. ADJOURN

Mayor adjourned meeting at 9 05 p m

James G. Hoffman
Mayor

ATTEST

Eleanor Addison
City Clerk

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2997

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

JANET NAPOLITANO
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR98-2576TRN, 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 March 31, 1999.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/19883

Enc.

ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION
FLAGSTAFF DISTRICT PERMIT GROUP
1801 South Milton Road - Flagstaff, Arizona 86001-6387

JANE D. HULL
Governor

MARY PETERS
Director

THOMAS G. SCHMITT
State Engineer

DON DORMAN
District Engineer

November 9,1998

Dennis Dalbeck
City of Williams
113 S. 1st St.
Williams, AZ 86046

Dennis,

This is just a note to let you know that everything is proceeding slowly but surely on the Right of Way exchange. I have enclosed some of our internal documents, to show you that we are proceeding. The "Request for Joint Project Agreement" will generate an Inter-governmental agreement. As you can see by the "Project Request", we are trying to get a project that will include some overlaying, and a double application chip seal.

If you have any questions, please feel free to call me at (520) 779-7520.

Sincerely;

Jason Leonard,
Transportation Operations Tech.

Jim Confer,
permit supervisor
779-7553

JPA 98-204

RESOLUTION

BE IT RESOLVED on this 12th day of November 1998, that I, the undersigned MARY E. PETERS, 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 Intermodal Transportation Division, to enter into an agreement with the City of Williams for the purpose of defining responsibilities for the design and construction of improvements and the eventual abondonment of ownership and maintenance jurisdiction of Cataract Lake Road, Camp Clover Road and Country Club Connector Road to the City.

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

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director