A.G. Contract No. KR99 0451TRN
ADOT ECS File No. JPA 99-37
Project: TEA-022-3(86)P
Tracs: 060 MA 247 H4104 O1C
Section: US 60

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLOBE

THIS AGREEMENT is entered into 3 February, 2000 ~~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 Globe, 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 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. It is to the mutual advantage of the State and the City to construct sidewalks in certain areas within the right of way on US 60 at the following location.

From US-60 centerline roadway station 144+15.32 at SR-88 to centerline roadway station 243+82.41, a net distance of approximately 1.89 miles

---

NO. 23819
Filed with the Secretary of State
Date Filed: 02/03/2000
Betsey Bayless
Secretary of State
By: Vicky D. Greenwald

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 sidewalk project and submit them to the City for concurrence.

2. The City shall obtain TCE's and/or right-of-way necessary to construct the sidewalk project.

3. After City concurrence of the plans, the project will be constructed by the State, using Federal and State funds, in an amount currently estimated at $1,100,000.00.

4. After construction, the City shall maintain the sidewalk and handrails. The State shall maintain retaining walls, side slopes and drainage structures. Maintenance shall include cleaning, sweeping and making repairs as required to maintain it in a safe and functional condition.

5. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

Federal and State funds, in an amount currently estimated at $1,100,000.00.

4. After construction, the City shall maintain the sidewalk. The State shall maintain retaining walls, side slopes and drainage structures. Maintenance shall include cleaning, sweeping and making repairs as required to maintain it in a safe and functional condition.

5. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

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

2. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, 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 hereby agree to abide by require 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 17th Avenue, Mail Drop 616E, Room 222
Phoenix, AZ. 85007

City of Globe
City Manager
150 North Pine Street
Globe, AZ. 85501

7. Attached hereto is the written determination of each party's legal counsel the 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 GLOBE

By _____
David Franquero
Mayor

STATE OF ARIZONA
Department of Transportation

By _____
~~Peter L. Eno~~ Catherine Hegel
Contract Administrator

ATTEST

By _____
Gina Tarango
City Clerk

99-37.doc
9aug

JPA 99-37

RESOLUTION

BE IT RESOLVED on this 14th day of April 1999, 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 Globe for the purpose of defining responsibilities for providing sidewalk maintenance on US-60.

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

CITY OF GLOBE

REGULAR MEETING MINUTES

MUNICIPAL BUILDING 150 NORTH PINE STREET GLOBE, ARIZONA

NOVEMBER 1, 1999 6:00 P.M.

The meeting was called to order by Mayor Franquero at 6:05 P.M.

The Invocation was given by City Clerk Gina Tarango, followed by the Pledge of Allegiance led by Sergeant Tarango.

ROLL CALL

Councilpersons present: Wheeler, Moya, Kieren, Bittner, Lopez and Johnson
Councilpersons absent: None
Legal Counsel present: City Attorney Tifft

CORRESPONDENCE

1. Vice Mayor Bittner stated that he has received three memos this week regarding Century Drive. City Attorney Tifft was directed to visit the property discussed with City Manager Vyas. This area is privately owned and a non-dedicated road.

2. The Council is in receipt of a letter from Fire Chief Al Gameros stating that the Globe Fire Department will be presented with a recognition award by the Arizona Emergency Medical Systems Inc. The award will be presented on November 5, 1999, in Tempe, and all Council is encouraged to attend.

3. Councilwoman Kieren commended Councilwoman Johnson for the Health Fair held this weekend. It was very well attended and very beneficial to the entire community.

COUNCIL CONSIDERATIONS

1. REQUEST TO CONSIDER AND POSSIBLY APPROVE THE ACCOUNTS PAYABLE ITEMS FOR THE TWO WEEKS ENDING OCTOBER 28, 1999

   Councilman Moya moved to approve accounts payable. Seconded by Councilwoman Kieren.

   Motion carried unanimously.

2. REQUEST TO CONSIDER AND POSSIBLY ADOPT THE PROPOSED RESOLUTION NO. 1301 PRESCRIBING STANDARDS OF FINANCIAL DISCLOSURE FOR LOCAL ELECTED OFFICIALS IN COMPLIANCE WITH THE APPLICABLE STATE LAW

   City Attorney Tifft read the caption of Resolution No. 1301. The Council is in receipt of copies of the proposed resolution. City Attorney Tifft stated that these standards are a mandate from the State.

Councilwoman Kieren stated that she attended a meeting a year ago with Chief Armer and Joe Carillo, and the major concerns were that the expense had gone up, drainage problems, and easements. City Manager Vyas stated that ADOT will be responsible for the entire drainage problem, and the City will be responsible for the entire sidewalk. ADOT will also approach the property owners for easements.

Shirley Dawson, owner of Fly-a-Way Travel, addressed the Council stating that the new striping on Hwy 60 in front of her building is a major danger situation. She stated that she will meet with ADOT with the City Manger to urge them to correct the problem.

Councilwoman Kieren moved to approve the proposed Intergovernmental Agreement with the State of Arizona. Seconded by Councilman Moya.

Motion carried.

5. REQUEST TO CONSIDER AND POSSIBLY ACCEPT THE BID OF $19,724.00 RECEIVED FROM TRANSOURCE FOR COMPUTER HARDWARE PER THE CITY'S REQUEST FOR PROPOSALS PUBLISHED ON SEPTEMBER 15, 1999, IN COMPLIANCE WITH THE ARIZONA CRIMINAL JUSTICE COMMISSION'S GRANT FOR CRIMINAL JUSTICE RECORDS IMPROVEMENTS FOR THE GLOBE POLICE DEPARTMENT

Bids were sent out to various companies and were also published with one response received for the computer hardware and software for the Police Department.

Councilman Moya moved to accept the bid of $19,724.00 from Transource. Seconded by Councilwoman Kieren.

Motion carried

6 REQUEST TO CONSIDER AND POSSIBLY APPROVE THE PROPOSED PUBLIC RECORDS POLICY FOR THE CITY OF GLOBE

The Council is in receipt of a proposed Public Records Policy for the City. City Manager Vyas stated that City Staff has reviewed the proposed policy, and he urges the Council to direct City Attorney Tifft to draft a resolution of adoption. This item will be on the next Council Meeting agenda for consideration.

7. REQUEST TO CONSIDER AND POSSIBLY APPROVE THE PROPOSED CHANGE ORDER NO. 2 FOR THE CITY'S CONTRACT WITH SULLIVAN PAVING FOR PHASE 1 OF THE CITY'S PAVING IMPROVEMENT PROGRAM IN THE AMOUNT OF $70,620 FOR SPECIAL IMPROVEMENTS ON HACKNEY AVENUE (ROAD TO THE CEMETERY) AND CITY HALL PARKING LOT AND TO AUTHORIZE FY 1999-2000 BUDGET TRANSFER OF $70,620 FORM THE MAYOR AND COUNCIL'S UNDESIGNATED CONTINGENCY FUND TO THE PUBLIC WORKS DEPARTMENT'S STREET IMPROVEMENTS ACCOUNT

JPA 99-37

APPROVAL OF THE GLOBE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF GLOBE 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 1st day of November, 1999.

City Attorney

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025
FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR99-0451TRN, 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 January 27, 2000.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/608398

Enc.