



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 392

WHEREAS the City of San Luis recognizes and participates in the Yuma Metropolitan Planning Organization (YMPO) as the regional transportation planning agency that acts on behalf of and for the benefit of regional transportation planning within Yuma County, Arizona and the governmental entities within the County of Yuma, State of Arizona; and,

WHEREAS the City of San Luis supports and desires that an Area Service Highway be constructed from the junction of Yuma County 23rd Street and State Highway U.S. 95 in the City of San Luis, Arizona to Interstate 8 at its intersection with County 6½ E ("Araby Road") a distance of approximately 26 miles, and the exact location thereof being more particularly set forth and delineated upon the map attached hereto as Exhibit A and incorporated herein and shown in Figure VI-2 of the YMPO's adopted 1995-2015 Countywide Transportation Plan, a copy of which is attached hereto and made a part hereof; and,

WHEREAS the City of San Luis supports the 1999-2003 YMPO Transportation Improvement Program which includes the Area Service Highway described above; and,

WHEREAS the City of San Luis desires to see the construction of the above described Area Service Highway and participate in the Intergovernmental Agreement with the State of Arizona Department of Transportation and other Local Governmental Units for the construction and financing of said highway.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Luis authorizes its duly elected Mayor to sign the Intergovernmental Agreement titled:

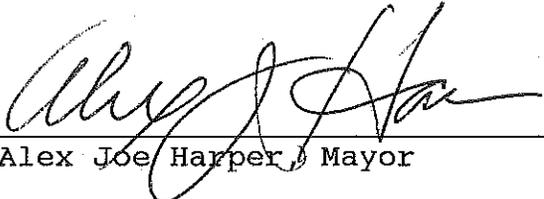
**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
COUNTY OF YUMA, CITY OF YUMA,
CITY OF SAN LUIS, TOWN OF WELLTON AND
COCOPAH INDIAN TRIBE**

AREA SERVICE HIGHWAY PROJECT AGREEMENT

in the form presented by the YMPO.

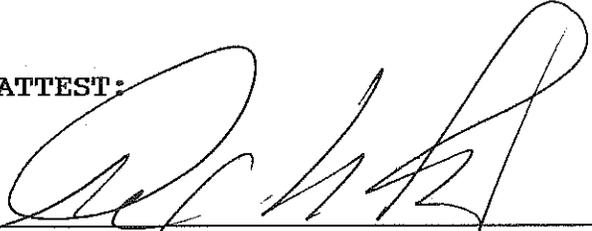
PAGE 2
RESOLUTION NO. 392
SAN LUIS CITY COUNCIL

PASSED AND ADOPTED this 28th day of October, 1998,
in the City of San Luis, Arizona.



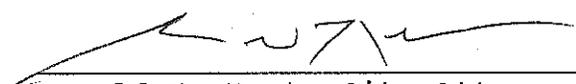
Alex Joe Harper, Mayor

ATTEST:



Alex U. Ruiz, City Manager

APPROVED AS TO FORM:



Gerald W. Hunt, City Attorney

A. G. Contract No.
ADOT ECS File: JPA 98-175
Project: Area Service Highway
Section: Yuma County
TRACS No.:

**INTERGOVERNMENTAL AGREEMENT
AMONG
THE STATE OF ARIZONA
AND
YUMA COUNTY, THE CITY OF YUMA, THE CITY OF SAN LUIS,
THE TOWN OF WELLTON AND THE COCOPA INDIAN TRIBE**

AREA SERVICE HIGHWAY PROJECT AGREEMENT

THIS AGREEMENT, entered into Oct. 28, 1998 pursuant to A.R.S. § 11-951 through § 11-954, by and between the STATE OF ARIZONA, acting by and through the DEPARTMENT OF TRANSPORTATION, (the "State"), the COUNTY OF YUMA (the "County"), the CITY OF YUMA and the CITY OF SAN LUIS (the "Cities"), the TOWN OF WELLTON (the "Town") and the COCOPA INDIAN TRIBE (the "Tribe"), collectively sometimes hereinafter referred to as "LOCAL GOVERNMENTAL UNITS" or "LOCAL GOVERNMENTAL UNIT".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 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 Cities are empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and have by resolution, copies of which are attached hereto and made a part hereof, resolved to enter into this agreement and have authorized the undersigned to execute this agreement on behalf of the Cities.

3. 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.

4. The County is empowered by Arizona Revised Statutes Section 11-251 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 County.

5. The Tribe is empowered by Tribal Council Resolution to enter into this agreement, a copy of which is attached hereto and made a part hereof, and has authorized the undersigned to execute this agreement on behalf of the Tribe.

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6. The parties have determined that it is to their mutual benefit to enter into an agreement for construction of an Area Service Highway from the junction of Yuma County 23rd Street and State Highway U.S. 95 in the City of San Luis, Arizona to Interstate 8 at its intersection with County 6 1/2 E ("Araby Road") a distance of approximately 26 miles, and the exact location thereof being more particularly set forth and delineated upon the map attached hereto as Exhibit A and incorporated herein. Said construction of this highway shall herein after be referred to as the "Project".

II. SCOPE

1. The participation in the total actual costs of the Project shall be as follows:

a. The Local Governmental Units shall bear Twenty Eight Million Dollars (\$28,000,000) of the total actual cost upon completion of the Project. This \$28,000,000 will reflect Fourteen Million One Hundred Thousand Dollars (\$14,100,000) in turn back credits and Seven Hundred Fifty Thousand Dollars (\$750,000) in TEA-21 Project appropriated funds credit for a local balance of Thirteen Million One Hundred Fifty Thousand Dollars (\$13,150,000). Any individual share of the Local Governmental Units' \$13,150,000 share of the cost shall be determined according to the following percentages if necessary:

| | |
|----------------------|---------------|
| County of Yuma | <u>52.48%</u> |
| City of Yuma | <u>42.35%</u> |
| City of San Luis | <u>4.13%</u> |
| Town of Wellton | <u>0.69%</u> |
| Cocopah Indian Tribe | <u>0.35%</u> |

b. The total actual cost of the Project will be the sum of the actual costs for highway construction, interchange construction, environmental assessment compliance, all civil and structural engineering and agreed to appraised value of all rights-of-way and associated costs obtained for the Project.

c. Should a majority of the qualified electors voting at a County-wide special election or majority of the qualified electors voting on a ballot proposition at a general election approve a transportation excise tax pursuant to A.R.S. Section 42-6107, then in that case that portion of the funds to be raised by the excise tax for the highway, the subject of this Agreement, shall be applied to the Local Governmental Units \$13,150,000 share of the balance due after turn back, as identified in Paragraph II. (4) and grant credits. If after application of the funds raised by the excise tax, there remains a balance due to the State, it shall be apportioned between the Local Governmental Units as otherwise provided in the percentages in II. (a) above. ~~Should there be no election to approve a transportation excise tax or should an election not result in approval of the transportation excise tax then~~ any money due the State shall be paid by each participating Governmental Unit according to the percentages in II. (a) above.

2. The total actual cost of the Project will not be determined until final audit close-out of engineering and construction contracts.

3. The State will:

a. Provide all necessary rights of way for the highway and interchanges.

b. Perform all engineering for the project.

c. Administer the Project in accordance with state and federal requirements. Provide direction and approve all project requirements, process project documents through the Federal Highway Administration, conduct necessary hearings and advertise, award and administer the San Luis to Interstate 8 Area Service Highway Construction Contract.

4. Turn backs:

The Local Governmental Units shall accept into their respective Road System such portions of state highway that lie within the boundaries of their respective governmental unit and as set forth in Exhibit B. Said acceptance into the Local Road Systems shall take place upon completion of the Project after adoption of a Resolution of the State Transportation Board abandoning ownership jurisdiction and maintenance responsibility and the Local Governmental Unit shall thereafter assume and maintain as part of its Road System said highways. Prior to completion of the Project, the State shall be responsible for maintaining said state highways, shall bear all costs of maintenance and repair and shall not take steps to abandon any portion of said state highways prior to the date of completion, unless agreed upon by both affected parties. In consideration of the above transfer of ownership jurisdiction and maintenance responsibility, the Local Governmental Units shall receive the total credit of Fourteen Million One Hundred Thousand Dollars (\$14,100,000) toward their \$28,000,000 share of the total actual costs which shall first be deducted from the Local Governmental Units' \$28,000,000 share before determining the share of any individual Local Governmental Unit.

In addition to the turnbacks as described in Exhibit "B" hereto, the parties acknowledge that upon completion of the Project, the subject of this Agreement, that it is the intention of the State to further abandon State Highway U.S. 95 from County 11th Street to County 23rd Street in the City of San Luis. It is further acknowledged that this turnback is not the subject of this agreement but will occur outside this Agreement pursuant to the procedure set forth in A.R.S. Section 28-7209.

5. The \$750,000 allocated toward construction of the Area Service Highway by the U.S. Congress under the Transportation Equity Act for the Twenty First Century, (TEA-21), shall be a credit toward the Local Governmental Units' \$28,000,000 share will shall first be deducted from the Local Governmental Units \$28,000,000 share before determining the share of any individual Local Governmental Unit.

6. Additional State Route:

At such time as the abandonment of ownership, jurisdiction and maintenance responsibility, has been completed by the State and the same accepted by the Local Governmental Units, the State shall designate that portion of Avenue 6½ E where it intersects with State Route U.S. Highway 95 to its intersection with the Area Service Highway, the subject of this agreement, as a State Highway pursuant to A.R.S. Section 28-7043.

7. Intersecting Local Highways:

At all points where highways within the Local Governmental Units Road System intercept the Area Service Highway, the limits of the State's responsibility will be to a point agreed upon by the respective parties at the time of completion of construction and will be based on requirements for good intersection and interchange operations as the case may be. The respective parties shall reduce the agreed upon points of interception to written agreement with attached maps showing the exact points of interception.

III. MISCELLANEOUS PROVISIONS

1. This Agreement is subject to the approval of the Arizona State Transportation Board and funding being appropriated initially for the Five Year Transportation Facilities Construction Program for 2000-2004. Each party to this Agreement covenants to the other that it shall set aside sufficient funds to cover the cost of fulfilling their respective responsibilities set forth in this agreement, subject to State budget laws.

2. 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 A.R.S. Section 12-1501, et seq.

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

4. This Agreement is subject to cancellation pursuant to Arizona Revised Statutes, Section 38-511.

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

6. This Agreement shall terminate upon completion of all of the following:

- a. Completion of the Project;
- b. Payment of all cash payments due pursuant to this Agreement;
- c. Acceptance into the Local Governmental Units Road Systems those roads agreed upon herein.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

8. 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.

YUMA COUNTY

CITY OF YUMA

By: _____
KATHRYN "CASEY" PROCHASKA
Chairman, Board of Supervisors

By: _____
MARILYN R. YOUNG
Mayor

ATTEST:

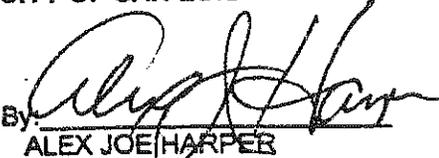
ATTEST:

By: _____
Wally Hill
Clerk of the Board

By: _____
BRIGITTA STANZ
City Clerk

CITY OF SAN LUIS

TOWN OF WELLTON

By: 
ALEX JOE HARPER
Mayor

By: _____
JOHN A. NUSSBAUMER
Mayor

ATTEST:

By: 
CYNTHIA SALCIDO
City Clerk

ATTEST:

By: _____
BECKY J. HOPKINS
Deputy Town Clerk

COCOPA INDIAN TRIBE

STATE OF ARIZONA
Department of Transportation

By: _____
SHERRY CORDOVA
Chairperson

By: _____
WILLIAM J. HIGGINS
Deputy State Engineer

ATTEST:

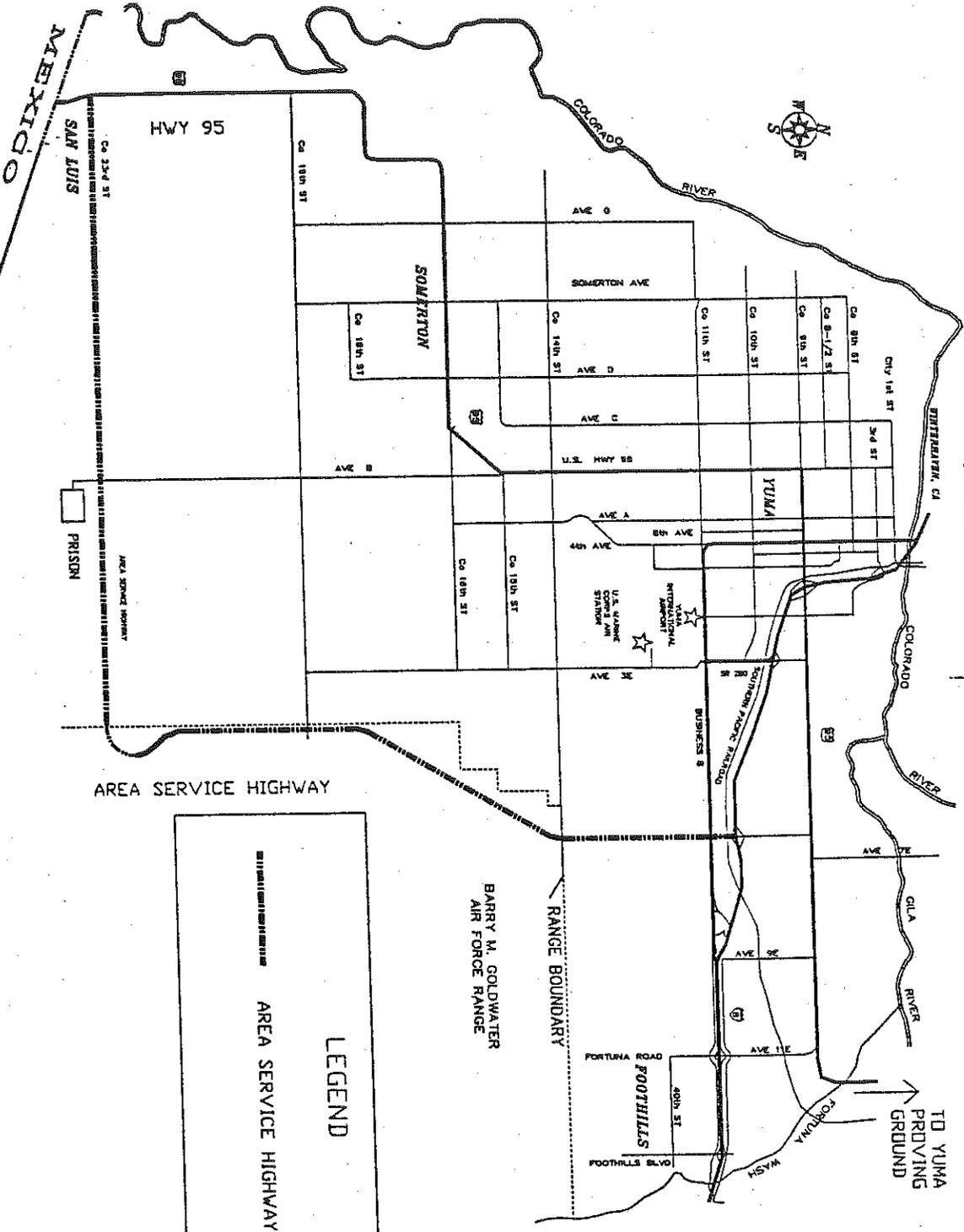
By: _____
PAULINE ALLEN
Secretary

ATTEST:

By: _____
PETER L. ENO
Contract Administrator

EXHIBIT A

AREA SERVICE HIGHWAY



LEGEND

- AREA SERVICE HIGHWAY



EXHIBIT B

PROPOSED TURNBACK VALUES

US95

SEGMENT A:

32nd Street to 26th Street (3" R..R. + 1/2" ACFC)
.75 miles @ \$336,000/mile = \$255,000

Subtotal \$255,000

SEGMENT B:

26th Street to 16th Street
1.34 miles subgrade & subgrade treatment \$100,000
1.34 miles AB class II {5200 cubic yards @ \$18.00/cuyd} \$95,000
1.34 miles 6"AC @ \$520,000/mile \$700,000
1.34 miles ACFC @ \$60,000/mile \$80,000
Intersection Improvement \$475,000
storm sewer repair \$100,000
Misc. sidewalk/curb & gutter repair \$100,000

Subtotal \$1.65 million--
Running Total \$1.91 million

SEGMENT C:

16th street to 4th Avenue (3" R..R. + 1/2" ACFC)
1.5 miles @ \$336,000/mile = \$505,000
16th Street pumphouse(rehabilitation) \$50,000

Subtotal \$555,000
Running Total \$2.46 million

SEGMENT D:

4th Avenue to Interstate (ARFC)
.97 miles @ \$124,000/mile = \$120,000

Subtotal \$120,000
Running Total \$2.58 million

SEGMENT E:

Interstate 8 to Avenue 3E (3" R..R. + 1/2" ACFC)
1.6 miles @ \$336,000/mile = \$540,000

Subtotal \$540,000
Running Total \$3.12 million

EXHIBIT B

SEGMENT F:

Avenue 3E to Araby Road (3"AC overlay + Chip seal coat)
3.5 miles @ \$330,000/mile =

\$1.2 million

Subtotal

\$1.2 million

Running Total

\$4.32 million

Business 8

SEGMENT G:

Milepost 0.0 to 4.2 (3" R.R. + 1/2" ACFC)
4.2 miles @ 336,000/mile =

\$1.40 million

Subtotal

\$1.40 million

Running Total

\$5.72 million

SEGMENT H:

Milepost 7.0 to 11.5 (3" R.R. + 1/2" ACFC)
4.5 miles @ 336,000/mile =

\$1.50 million

Subtotal

\$1.50 million

Running Total

\$7.22 million

Interstate 8 (Yuma Area)

SEGMENT I:

South Frontage Road
Avenue 4E to 7E (2-1/2" overlay + seal coat)
3.2 miles @ 108,333/mile =

\$350,000

Subtotal

\$350,000

Running Total

\$7.57 million

SEGMENT J:

North Frontage Road
Avenue 3E to 4E (2-1/2" overlay + seal coat)
1 mile @ 110,00/mile =
guard rail/slope flattening

\$110,000

\$50,000

Subtotal

\$160,000

Running Total

\$7.73 million

EXHIBIT B

Interstate 8 Dateland Area Frontage Roads

SEGMENT K:

South Frontage Road

Milepost 57.5 to 68.5 (existing 26' dirt roadway, {4" AB+AB Treatment + seal coat})

11 miles @ \$66,000/mile = \$730,000

Subtotal \$730,000
Running Total \$8.46 million

SEGMENT L:

Milepost 68.5 to 71.3 (existing 40' asphalt roadway, {2-1/2" overlay + seal coat})

2.8 miles @ 167,000/mile = \$470,000

Rubber Crack Seal \$100,000

Subtotal \$570,000
Running Total \$9.03 million

SEGMENT M:

Milepost 71.3 to 78.9 (existing 26' asphalt roadway, {2-1/2" overlay + seal coat})

7.6 miles @ \$108,333/mile = \$825,000

Subtotal \$825,000
Running Total \$9.86 million

SEGMENT N:

North Frontage Road

Milepost 55.1 to 72.7 (existing dirt & millings, 26' wide {4" AB+AB Treatment + seal coat})

17.6 miles @ \$66,000/mile \$1.2 million

Subtotal \$1.2 million
Running Total \$11.06 million

SEGMENT O: (Costs includes design, construction, right of way)

Intersection Improvements:

US95 & Business 8 \$3 million

Subtotal \$3 million
Running Total \$14.06 million

TOTAL \$14.1 million