

RESOLUTION NO. 22-56

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MARICOPA, ARIZONA, APPROVING AND ADOPTING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF MARICOPA CONCERNING THE OWNERSHIP, JURISDICTION, AND PERPETUAL MAINTENANCE OF STATE ROUTE 238, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND AUTHORIZING CITY EMPLOYEES TO PERFORM ALL NECESSARY ACTS RELATED TO THE PURPOSE OF THE AGREEMENT.

WHEREAS, the City of Maricopa and Arizona Department of Transportation desire to enter into an Intergovernmental Agreement to transfer ownership, jurisdiction, and maintenance of State Route 238 to the City of Maricopa; and

WHEREAS, the City of Maricopa believes that it is in the best interest of the City to enter into this Intergovernmental Agreement in order to control this major corridor through the community, thereby enabling it to further the efforts of economic development within the City Limits.

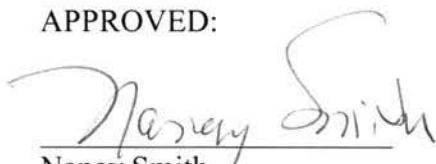
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Maricopa, Arizona, as follows:

Section 1. The City of Maricopa by the requisite vote of its City Council hereby approves and adopts this Resolution, and authorizes and instructs its City Manager, Ricky A. Horst, or his designated representative, to enter and sign the IGA on behalf of the City of Maricopa.

Section 2. That the various City employees be and hereby are authorized and directed to perform all acts necessary to give effect to the purpose of this Intergovernmental Agreement, including (but not limited to) the annexation of necessary property, and the application and acquiring of any necessary licenses, easements, and/or rights from Union Pacific Railroad, neighboring tribal communities, the Arizona State Land Department, Pinal County, and/or any other similar entity.

PASSED AND ADOPTED by the Mayor and City Council of the City of Maricopa, Arizona, this 6th day of September, 2022.

APPROVED:



Nancy Smith
Mayor

ATTEST:

Vanessa Bueras
Vanessa Bueras, MMC
City Clerk



APPROVED AS TO FORM:

Denis Fitzgibbons
Denis Fitzgibbons
City Attorney

ADOT CAR No.: IGA 22-0008746-I
AG Contract No.: P001 2022 001281
Project Location/Name: State Route 238:
State Route 347 to the Warren Road
alignment (Maricopa's west City Limits)
Type of Work: Abandonment of Right of
Way
Federal-aid No N/A
ADOT Project No.: N/A
TIP/STIP No.: N/A
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF MARICOPA

THIS AGREEMENT ("Agreement") is entered into this date Sept. 12, 2022, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF MARICOPA, acting by and through its Mayor and City Council (the "City"). The State and the City are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 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 A.R.S. § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. In accordance with House Bill (HB) 2858, the State will issue a warrant for \$800,000.00 appropriated to the City for improvements on State Route 238. The State will abandon ownership, jurisdiction, and maintenance responsibilities of State Route (SR) 238 from SR 347 to the Warren Road alignment (Maricopa's west City Limits, and current border with the Ak-Chin Indian Community) illustrated in Exhibit A, and further described in the Scope of Work section of this Agreement. A one-mile segment within the Ak-Chin Indian Community, between milepost (MP) 41 and MP 42, is excluded from this segment and will remain under the jurisdiction of the State. The State and the City will coordinate efforts for

the future abandonment of this segment via a separate agreement. SR 238 will continue to operate as an oversize/overweight road corridor.

THEREFORE, the Recitals set forth above and Exhibit A attached hereto and made a part of, are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:

- a. After this Agreement is executed, the State will issue a warrant to the City in the amount of \$800,000.00 for improvements on SR 238 in accordance HB 2858.
- b. After execution of this Agreement and with approval by Resolutions of the State's Transportation Board, the State will abandon and transfer ownership, jurisdiction, and maintenance responsibilities, as follows:
 - i. The section of SR 238, as illustrated in Exhibit A.
 - ii. The section of right of way pending ADOT relinquishment to the Arizona State Land Department (ASLD) and reassignment by ASLD to the City upon annexation, illustrated in Exhibit A.
 - iii. The section of right of way that will be annexed by the City, as illustrated in Exhibit A.
 - iv. The section of right of way located within the Ak-Chin Indian Community, approximately between MP 41 and MP 42, as shown in Exhibit A. The State and City will coordinate efforts for the future abandonment of this segment via a separate agreement.
- c. After approval by Resolution of the State's Transportation Board, the City will accept ownership, jurisdiction, and maintenance responsibilities of SR 238 from SR 347 to the Warren Road alignment (Maricopa's west City Limits) as described in II.1.b above and illustrated in Exhibit A.
- d. The City will assume operations and maintenance responsibilities of the sections of right of way pending annexation, relinquishment, and reassignment as illustrated in Exhibit A.
- e. During storm and flood events, the City will assist with the communication of closures to detour traffic utilizing the existing ADOT and City traffic control plans and devices when the portion of SR 238 being retained by ADOT is impacted.
- f. The City will grant ADOT a renewable five-year blanket permit for the installation of temporary traffic control devices required during storm events that may cause flooding on the portion of SR 238 being retained by ADOT west of the City limits. Notwithstanding anything to the contrary set forth herein, ADOT shall not have

authority to close any portion of SR 238 being accepted by the City without prior City approval.

- g. The City will coordinate with ADOT on any future City drainage improvements that may impact ADOT.
- h. ADOT will provide technical assistance for a legislative fix that will be requested by the City to redirect excess funds from the H.B. 2858 (Fifty-fifth Legislature – Second Regular Session (2022)) SR 347 project appropriation to the City for the use on SR 238 or SR 347.
- i. The City will waive the requirements of Arizona Revised Statutes § 28-7209.
- j. The City will continue to operate and maintain SR 238 as an oversize/overweight road corridor. The City will provide at least seven days' notice to ADOT at TOC-PlannedClosure-RestrictionCoordination@azdot.gov for any non-emergency restrictions that may impose temporary width, height, length, or weight restrictions that will affect oversized/overweight vehicles traveling on SR 238. These non-emergency restrictions will not be imposed during scheduled movements communicated to the City by ADOT.
- k. ADOT will continue to review, verify and process Class C permits for the affected area. ADOT will notify the City of permits issued for over dimensional loads and scheduled movement.

III. MISCELLANEOUS PROVISIONS

1. **Effective Date.** This Agreement shall become effective upon signing and dating of all Parties.
2. **Amendments.** Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. **Duration.** The terms, conditions and provisions of this Agreement shall remain in full force and effect until otherwise agreed to by the City and ADOT.
4. **Cancellation.** This Agreement may be cancelled at any time up to 30 days before approval by Resolution of the State's Transportation Board.
5. **Title VI.** The Parties acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with Arizona laws.
7. **Conflicts of Interest.** This Agreement may be cancelled in accordance with A.R.S. § 38-511.
8. **Inspection and Audit.** The Parties shall retain all books, accounts, reports, files and other records relating to the Agreement for five years.

9. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."
10. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available to comply with the terms of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
11. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
12. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
13. Anti-Israel Boycott Act. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.
14. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
15. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Maricopa
Attn: City Manager
39700 W. Civic Center Plaza
Maricopa, AZ 85138
Rick.Horst@maricopa-az.gov

16. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
 17. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
-

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF MARICOPA

DocuSigned by:
By Ricky Horst Date 9/8/2022
7E02779A7045423

City Manager

ATTEST:

DocuSigned by:
By Vanessa Bueras Date 9/8/2022
FA144252D111453

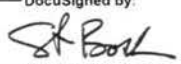
City Clerk

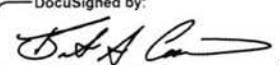
I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF MARICOPA, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 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.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

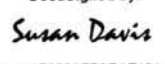
DocuSigned by:
By Tina Vannucci Date 9/8/2022
C2AFAC304UB54FD
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

DocuSigned by:

 By 2C8E28BDDC8C4A7 Date 9/8/2022
STEVE BOSCHEN, PE
 Division Director
 Infrastructure Delivery and Operations Division

DocuSigned by:

 By 48C55E54D3CF49E Date 9/8/2022
BRENT A. CAIN, PE
 Division Director
 Transportation Systems Management and
 Operations Division

A.G. Contract No. P001 2022 001281 (ADOT IGA 22-0008746-I), an Agreement between public agencies, the State of Arizona and the City of Maricopa, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, 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.

DocuSigned by:

 By 4E680A7E3E4E421 Date 9/12/2022
 Assistant Attorney General



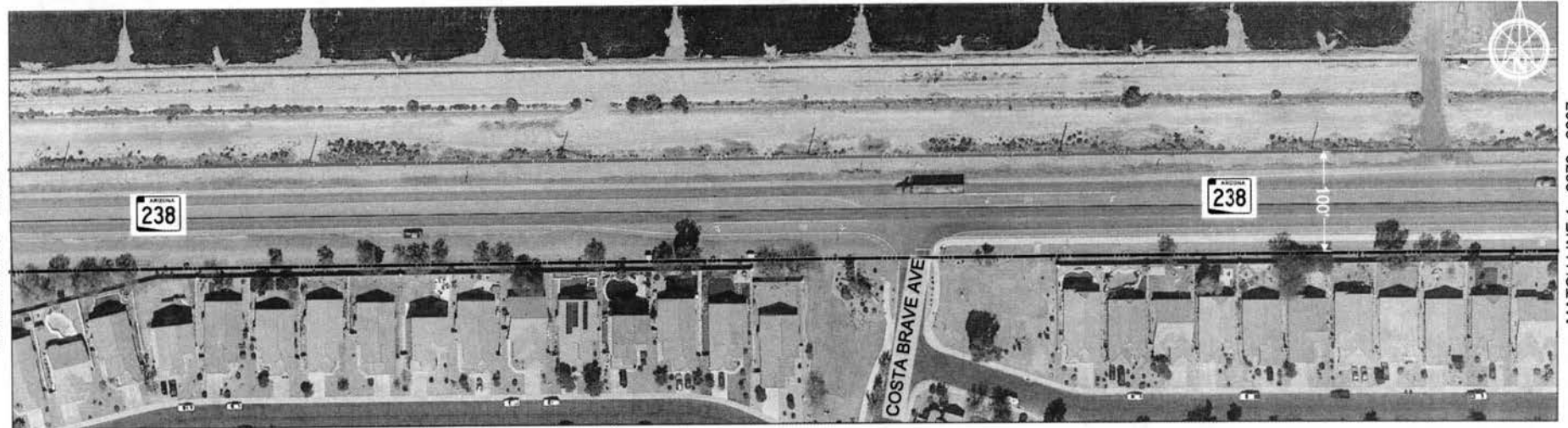
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		SECTION	MARICOPA-MOBILE	
		DATE	JUL 2022	
ROUTE	LOCATION	HIGHWAY NAME		
SR238	VICINITY MAP	SMITH ENKE ROAD		

MATCH LINE 1 - 2287 - 2299



MATCH LINE 1 - 2287 - 2299

MATCH LINE 2 - 2272 - 2287



MATCH LINE 1 - 2272 - 2287

- ASLD Reassign area to City of Maricopa upon ADOT Relinquishment to ASLD
- Disposal Area to City of Maricopa upon Annexation
- Disposal Area to City of Maricopa

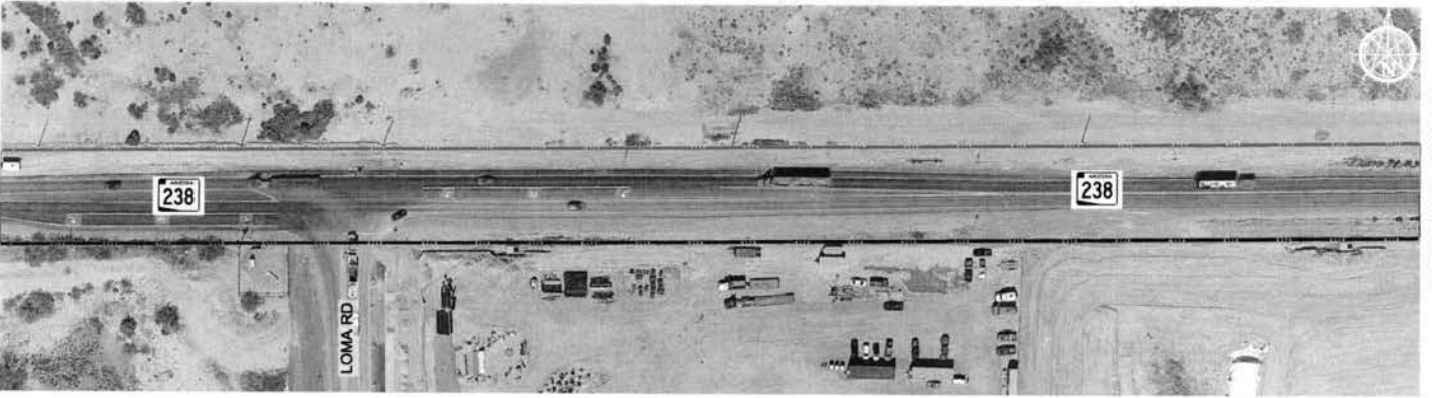
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		SECTION	MARICOPA-MOBILE	
		DATE	JUL 2022	
ROUTE:	LOCATION:	HIGHWAY NAME:		
SR238	STATIONING 2299 - 2271	SMITH ENKE ROAD / MOBILE ROAD		

MATCH LINE 3 - 2258 - 2272



MATCH LINE 2 - 2258 - 2272

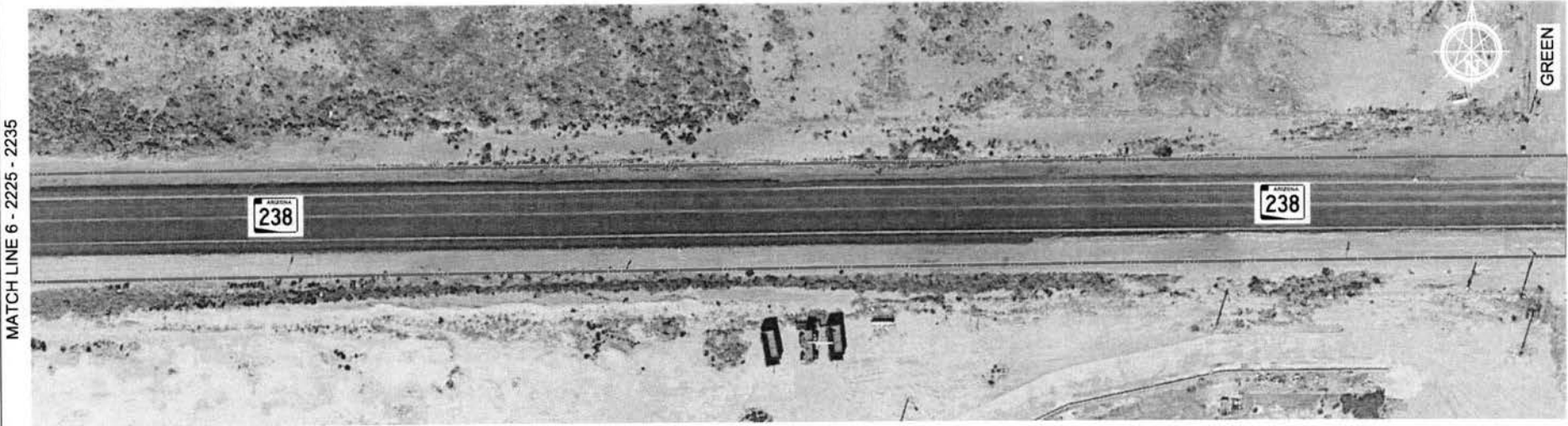
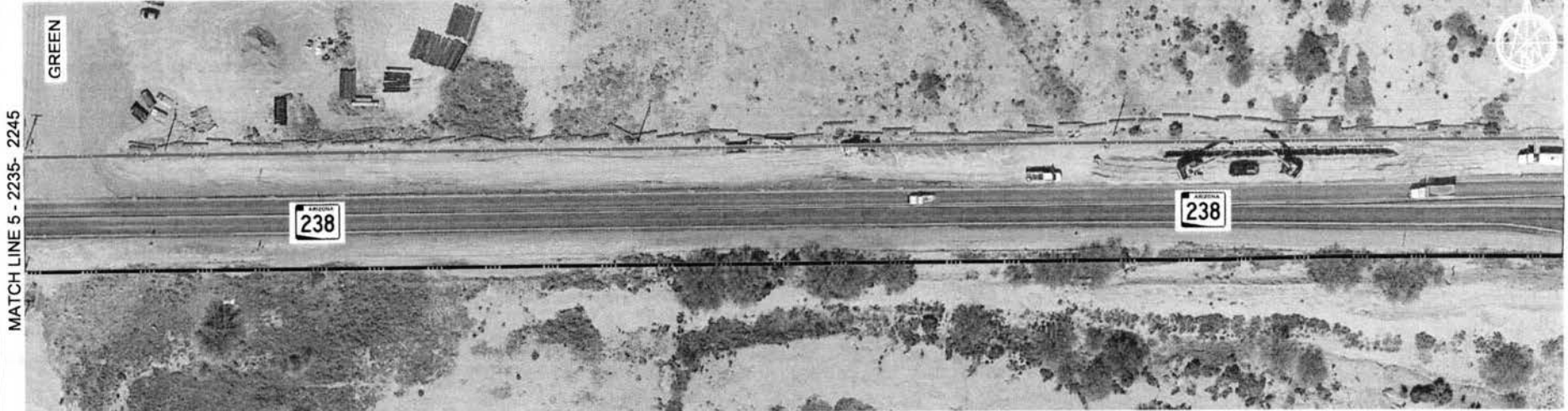
MATCH LINE 4 - 2245 - 2258




MATCH LINE 3 - 2245 - 2258

- ASLD Reassign area to City of Maricopa upon ADOT Relinquishment to ASLD
- Disposal Area to City of Maricopa upon Annexation

 Infrastructure Delivery and Operations		DRAWING NO.	S-987-702	ADOT / CITY of MARICOPA
		SECTION	MARICOPA-MOBILE	
		DATE	JUL 2022	
ROUTE	LOCATION	HIGHWAY NAME		
SR238	STATIONING 2245-2272	SMITH ENKE ROAD / MOBILE ROAD		



- ASLD Reassign area to City of Maricopa upon ADOT Relinquishment to ASLD
- Disposal Area to City of Maricopa upon Annexation
- Disposal Area to City of Maricopa

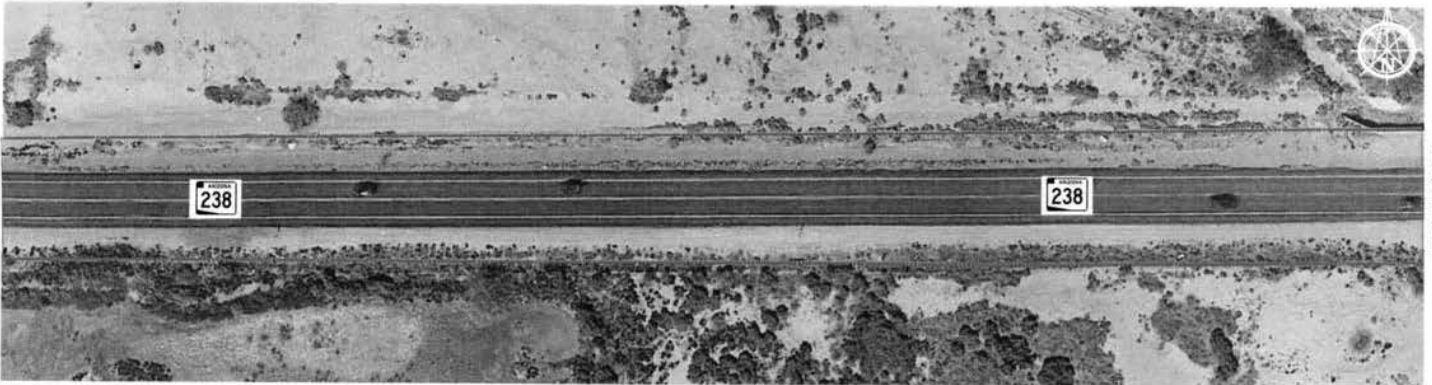
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		SECTION	MARICOPA-MOBILE	
		DATE	JUL 2022	
ROUTE:	LOCATION:	HIGHWAY NAME:		
SR238	STATIONING 2225 - 2245	SMITH ENKE ROAD / MOBILE ROAD		

MATCH LINE 7



MATCH LINE 6 - 2225

MATCH LINE 8 - 2215

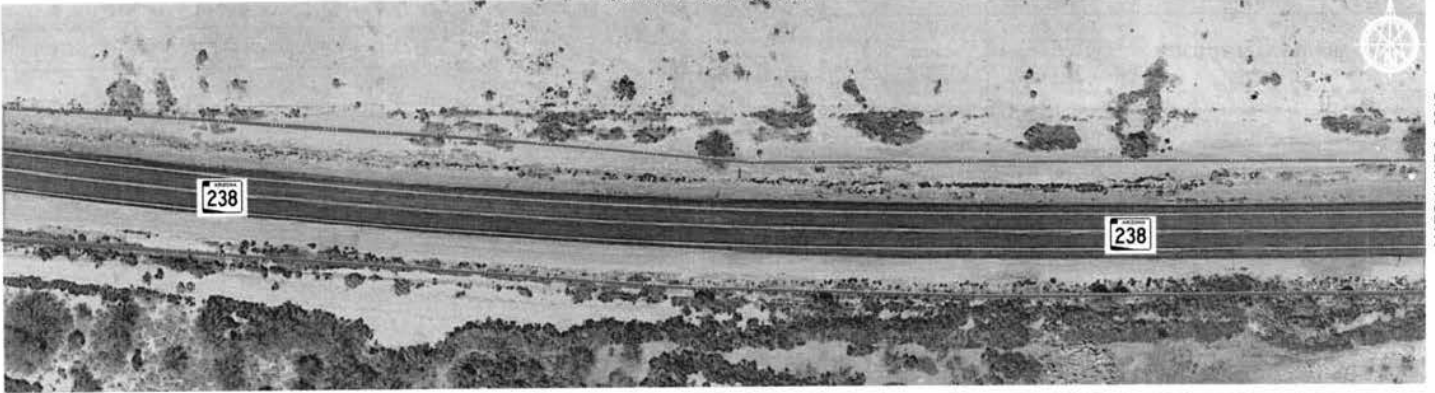


MATCH LINE 7

ADOT Disposal Area to City of Maricopa

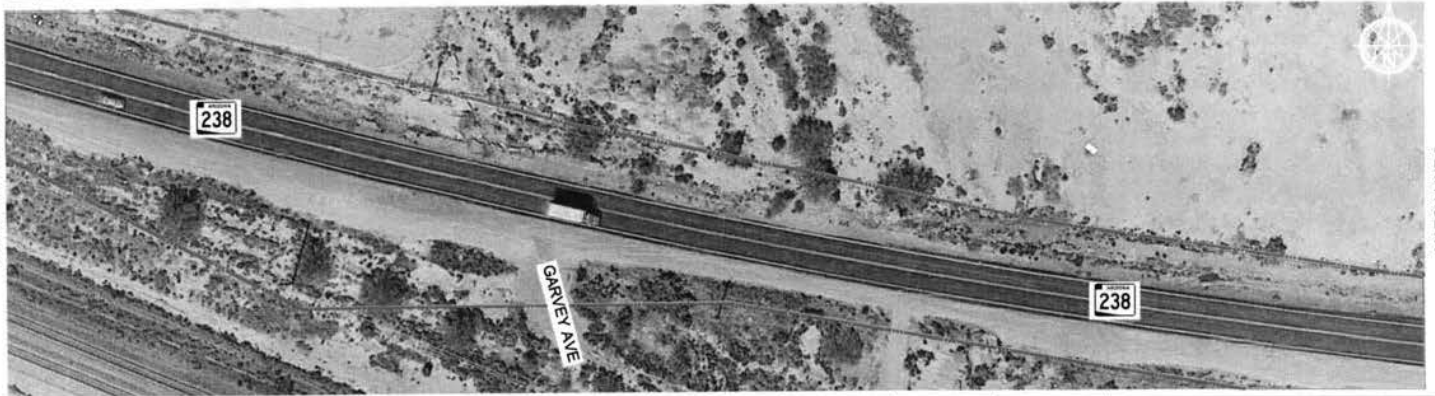
		DRAWING NO.	S-987-702	ADOT / CITY of MARICOPA
		SECTION	MARICOPA-MOBILE	
		DATE	JUL 2022	
ROUTE	LOCATION	HIGHWAY NAME		
SR238	STATIONING 2215 - 2225	SMITH ENKE ROAD / MOBILE ROAD		

MATCH LINE 9



MATCH LINE 8 - 2215

MATCH LINE 10 - 2190



MATCH LINE 9

ADOT Disposal Area to City of Maricopa

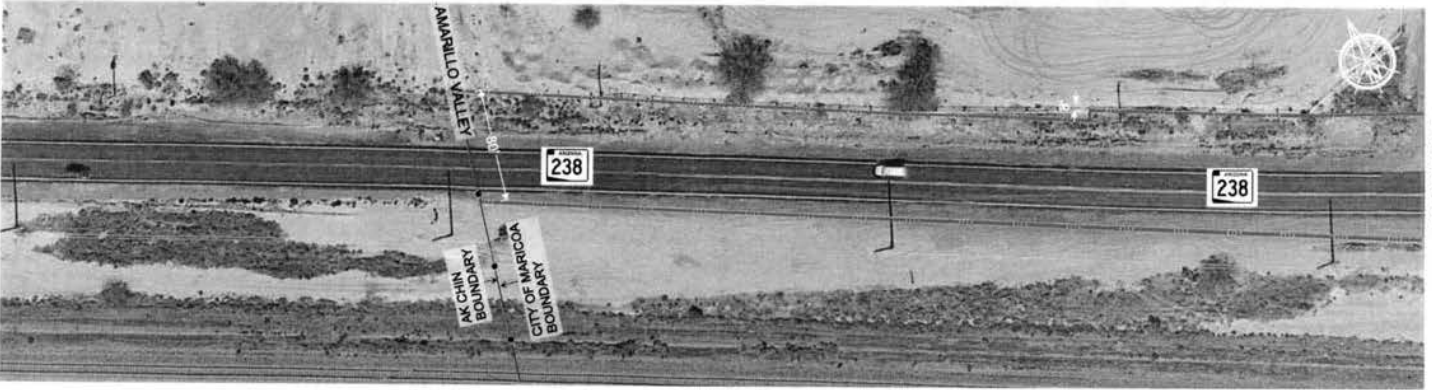
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	SECTION	MARICOPA-MOBILE	
	DATE	JUL 2022	
ROUTE	LOCATION	HIGHWAY NAME	
SR238	STATIONING - 2190 - 2215	SMITH ENKE ROAD / MOBILE ROAD	

MATCH LINE 11



MATCH LINE 10 - 2190

MATCH LINE 12 - 2180



MATCH LINE 11

ADOT Disposal Area to City of Maricopa

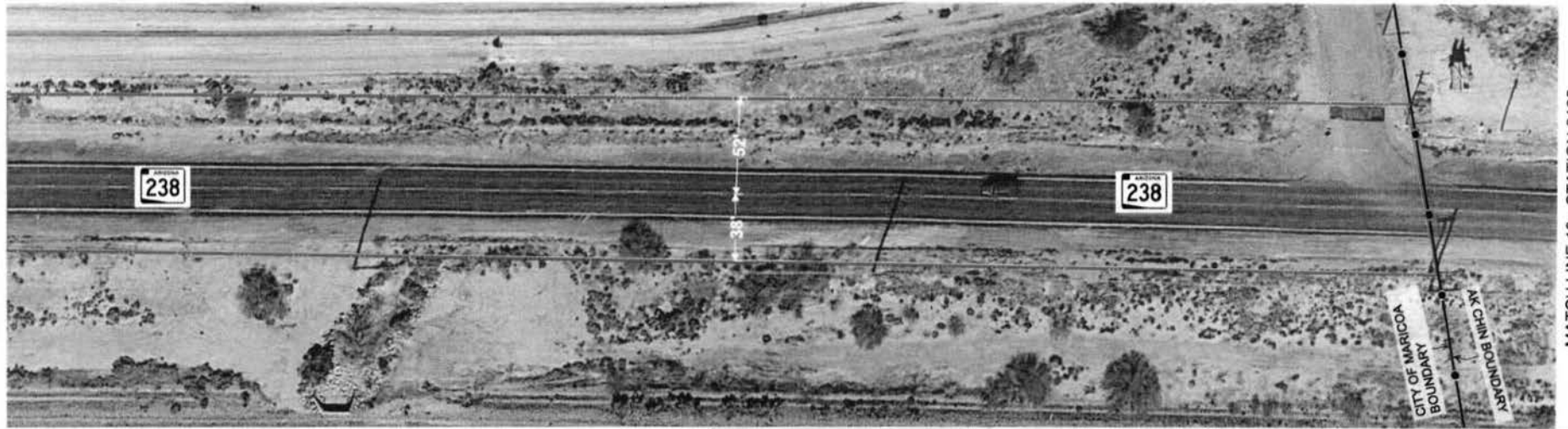
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		SECTION	MARICOPA-MOBILE	
		DATE	JUL 2022	
ROUTE:	LOCATION:	HIGHWAY NAME:		
SR238	STATIONING - 2190 - 2180	SMITH ENKE ROAD / MOBILE ROAD		

MATCH LINE 13 - STATION 2125



MATCH LINE 12 - 2180

MATCH LINE 14 - STATION 2118



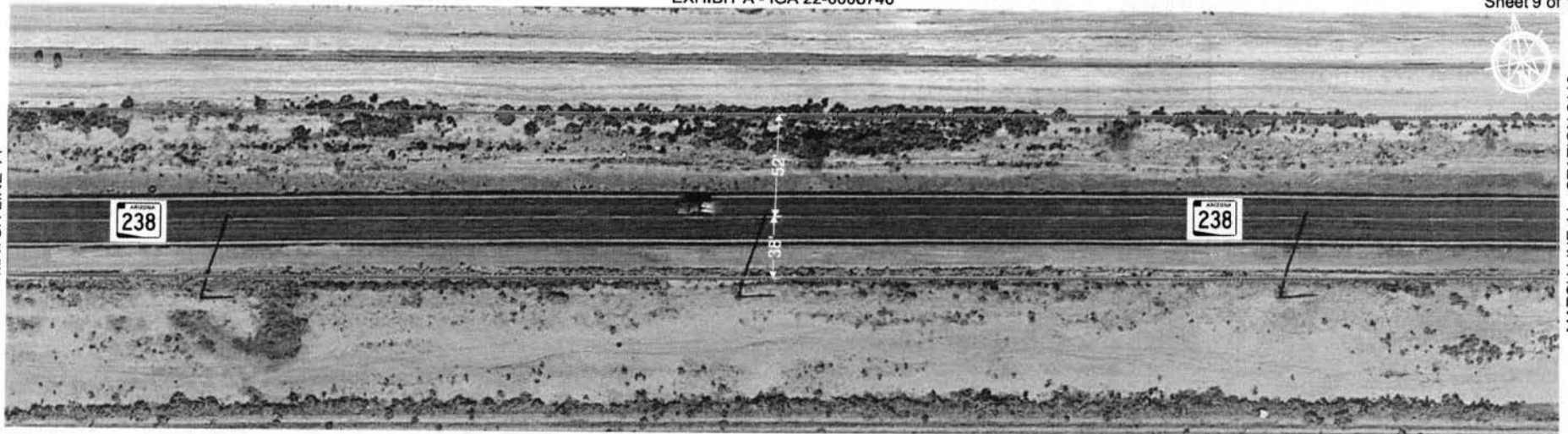
MATCH LINE 13 - STATION 2125

ADOT Disposal Area to City of Maricopa

<p>ADOT Infrastructure Delivery and Operations</p>	DRAWING NO.	S-987-702	ADOT / CITY of MARICOPA
	SECTION	MARICOPA-MOBILE	
	DATE	JUL 2022	
ROUTE:	LOCATION:	HIGHWAY NAME:	
SR238	STATIONING 2180 - 2118	MOBILE ROAD / SMITH ENKE ROAD	

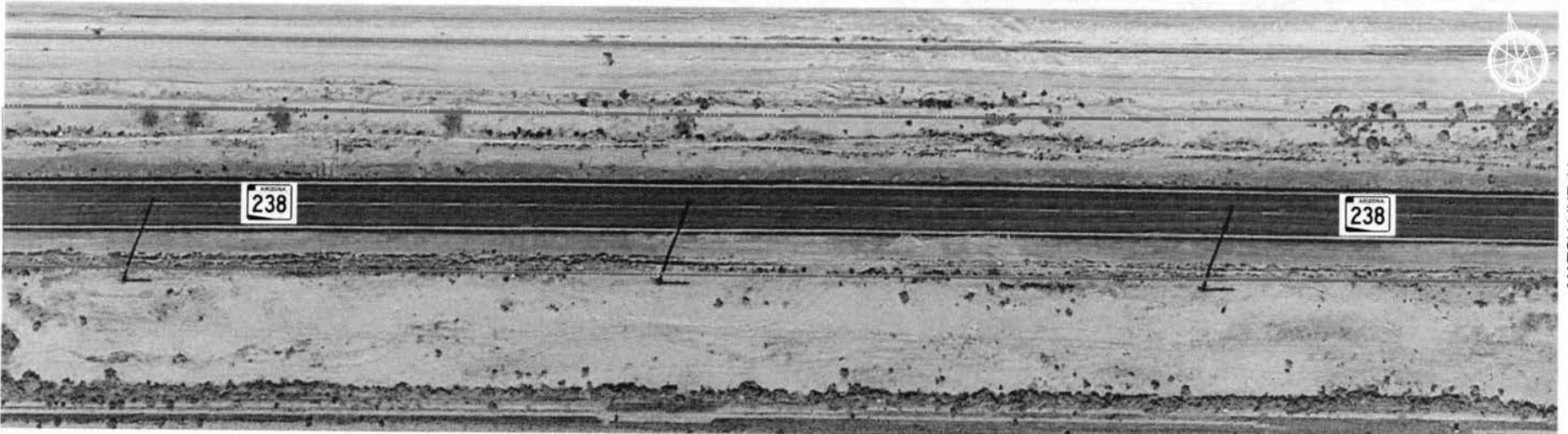
MATCH LINE 14

MATCH LINE 14 - STATION 2118



MATCH LINE 15 - STATION 2102

MATCH LINE 14



ADOT Disposal Area to City of Maricopa

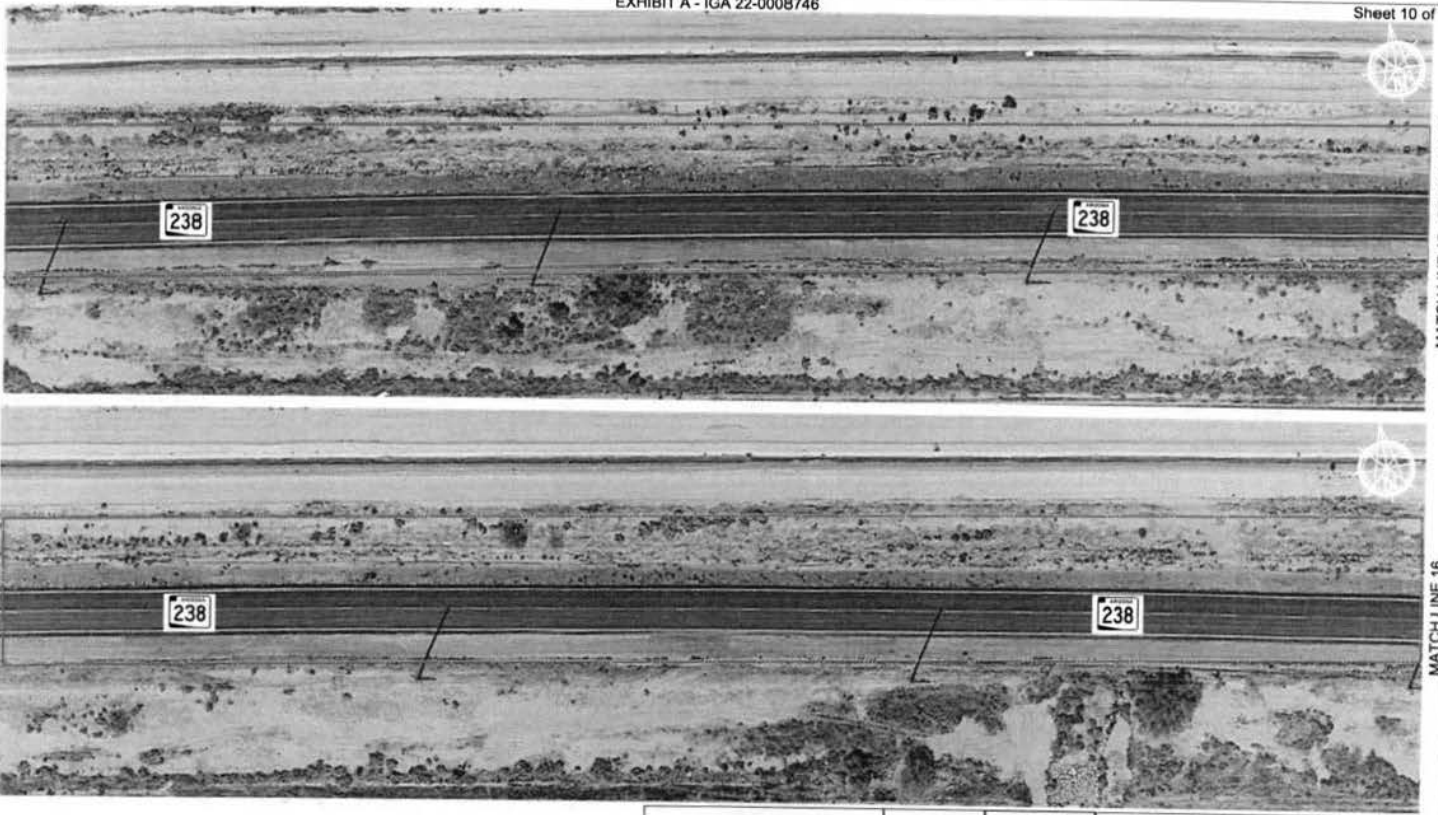
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	SECTION	MARICOPA-MOBILE	
	DATE	JUL 2022	
ROUTE:	LOCATION:	HIGHWAY NAME:	
SR238	STATIONING 2118 - 2102	MOBILE ROAD / SMITH ENKE ROAD	

MATCH LINE 16

MATCH LINE 17 - STATION 2085

MATCH LINE 15 - STATION 2102

MATCH LINE 16

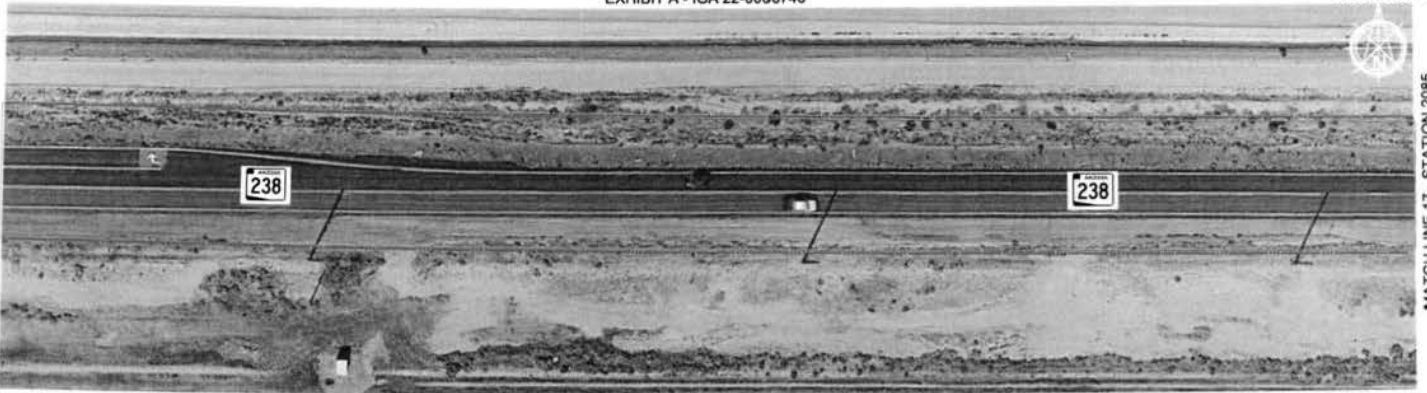


ADOT Disposal Area to City of Maricopa

ADOT Infrastructure Delivery and Operations		DRAWING NO.	S-987-702	ADOT / CITY of MARICOPA
		SECTION	MARICOPA-MOBILE	
		DATE	JUL 2022	
ROUTE	LOCATION	HIGHWAY NAME		
SR238	STATIONING 2102 - 2085	MOBILE ROAD / SMITH ENKE ROAD		

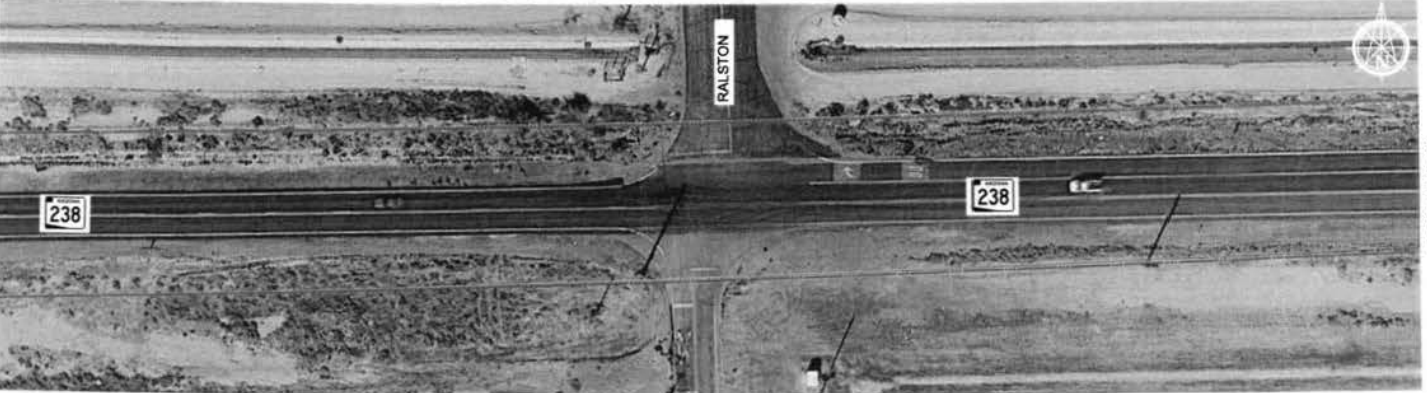
MATCH LINE 18

MATCH LINE 17 - STATION 2085



MATCH LINE 19 - STATION 2069

MATCH LINE 18



ADOT Disposal Area to City of Maricopa

ADOT
Infrastructure Delivery and Operations

DRAWING NO.	S-987-702
SECTION	MARICOPA-MOBILE
DATE	JUL 2022

ADOT / CITY of MARICOPA

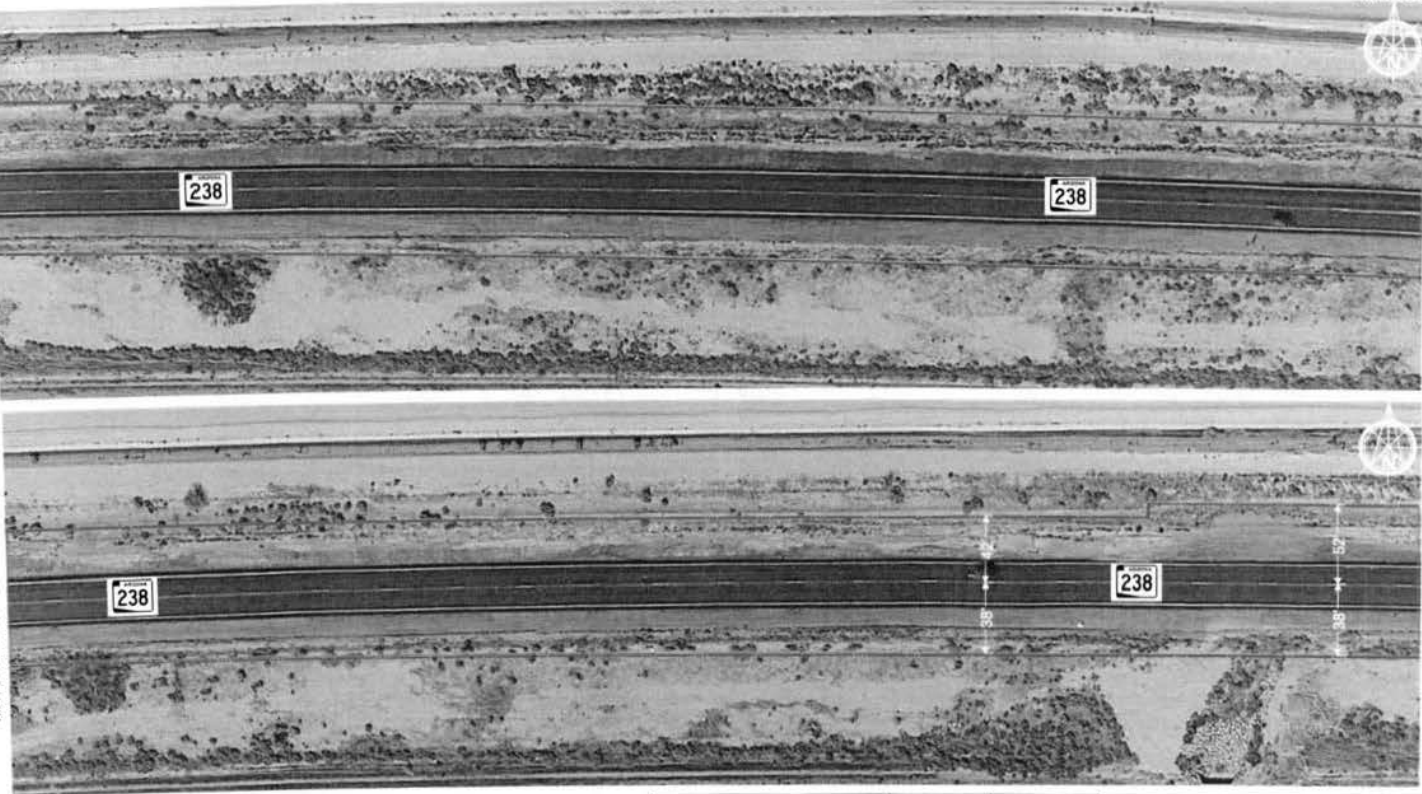
ROUTE:	LOCATION:	HIGHWAY NAME:
SR238	STATIONING 2085 - 2069	MOBILE ROAD / SMITH ENKE ROAD

MATCH LINE 20


MATCH LINE 21 - STATION 2050

MATCH LINE 19 - STATION 2069

MATCH LINE 20



ADOT Disposal Area to City of Maricopa

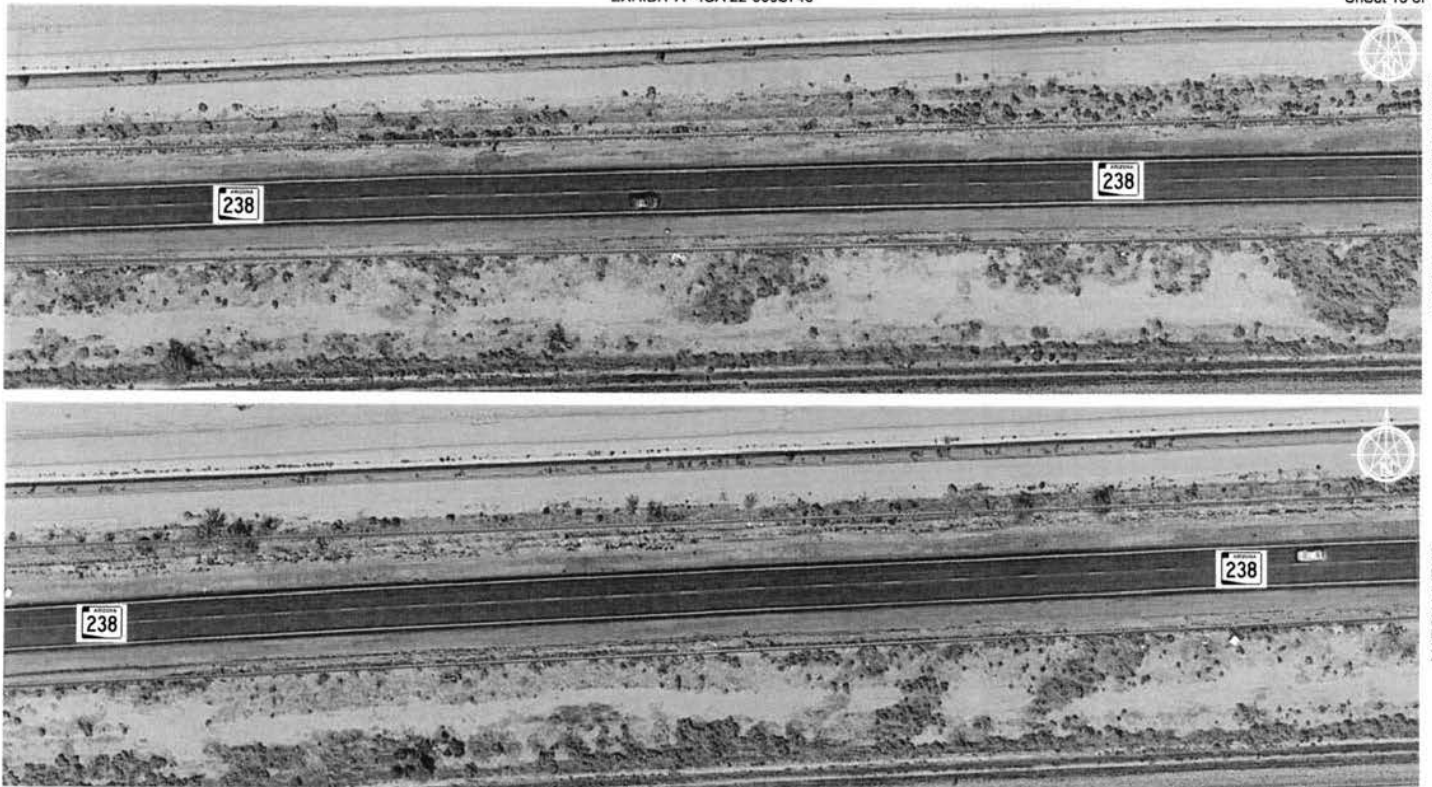
 Infrastructure Delivery and Operations		DRAWING NO.	S-987-702	ADOT / CITY of MARICOPA
		SECTION	MARICOPA-MOBILE	
		DATE	JUL 2022	
ROUTE	LOCATION	HIGHWAY NAME		
SR238	STATIONING 2069 - 2050	MOBILE ROAD / SMITH ENKE ROAD		

MATCH LINE 22


MATCH LINE 23 - STATION 2033

MATCH LINE 21 - STATION 2050

MATCH LINE 22



ADOT Disposal Area to City of Maricopa

 Infrastructure Delivery and Operations		DRAWING NO.	S-987-702	ADOT / CITY of MARICOPA
		SECTION	MARICOPA-MOBILE	
		DATE	JUL 2022	
ROUTE	LOCATION	HIGHWAY NAME		
SR238	STATIONING 2050 - 2033	MOBILE ROAD / SMITH ENKE ROAD		

MATCH LINE 24



MATCH LINE 23 - STATION 2033

MATCH LINE 25 - STATION 2018



MATCH LINE 24

ADOT Disposal Area to City of Maricopa

<p>ADOT Infrastructure Delivery and Operations</p>	DRAWING NO.	S-987-702	ADOT / CITY of MARICOPA		
	SECTION	MARICOPA-MOBILE			
	DATE	JUL 2022			
ROUTE:	SR238	LOCATION:	STATIONING - 2033 - 2018	HIGHWAY NAME:	MOBILE ROAD / SMITH ENKE ROAD