

**RESOLUTION NO. 2568**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF PAYSON RELATING TO CONSTRUCTION OF A ROUNDABOUT AT THE INTERSECTION OF HIGHWAY 87 AND AIRPORT/AIRLINE ROAD (AIRPORT ROAD IGA AMENDMENT).**

**WHEREAS**, on or about March 10, 2010, the Town of Payson (“Town”) entered into an intergovernmental agreement (the “Agreement”) with the State of Arizona, Department of Transportation (“ADOT”) for construction of a roundabout at the intersection of State Route 87 and Airport/Airline Road; and

**WHEREAS**, the Town and ADOT desire to amend the Agreement to decrease the amount of local funding and to define the maintenance responsibility; and

**WHEREAS**, for such purpose, Amendment No. 1 to Intergovernmental Agreement Between the State of Arizona and the Town of Payson has been prepared,

**NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:**

Section 1. That Amendment No. 1 to Intergovernmental Agreement between the State of Arizona and the Town of Payson (the “Amendment”), attached hereto marked Exhibit “A”, be and is hereby approved in substantially the form as attached.

Section 2. That Kenny J. Evans, Mayor of the Town of Payson, be and is hereby authorized to execute the Amendment in substantially the form attached as Exhibit “A”.

Section 3. That the Town of Payson be and is hereby authorized to take and perform such other and further actions as are necessary or appropriate to carrying out the purposes of this Resolution and the terms of the Amendment.

**PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA**, this 15<sup>th</sup> day of July 2010, by the following vote:

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSTENTIONS \_\_\_\_\_ ABSENT \_\_\_\_\_

**JUL 15 2010 G.5**

ATTEST:

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Silvia Smith, Town Clerk

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Kenny J. Evans, Mayor

APPROVED AS TO FORM:



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Timothy M. Wright, Town Attorney

ADOT File No.: IGA/ JPA 09-042I  
AG Contract No.: P0012010000580

**Amendment No. 1**

Project:  
Section: SR 87 at Airport /Airline and  
North approach of he SR 87  
Tyler Parkway Roundabout  
TRACS No.: H730401C  
Budget Source Item No.: N/A

**AMENDMENT NO. 1  
TO  
INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF PAYSON

**THIS AGREEMENT**, entered into this date \_\_\_\_\_, 2010, Amendment No. One is amending JPA No. 09-042, A.G. Contract No.: PP0012010000580, and executed March 10, 2010, pursuant to the Arizona Revised Statutes § 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 PAYSON, acting by and through its MAYOR and TOWN COUNCIL (the "Town"). The State and the Town are collectively referred to as "Parties".

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes § 28-401 and 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 § 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.

**The purpose of this Amendment is to decrease the amount of Local funding and to define the maintenance responsibility.**

**Article I, Paragraph 3 and 5, are deleted and replaced in full, and Paragraph 4 has been added as follows:**

3. The State and the Town desire to participate in the design, construction and maintenance of a new Roundabout and luminaire street lighting at the Intersection of State Route (SR) 87 with Airport and Airline Boulevard, and alignment modifications to the north approach of the SR 87/Tyler Parkway roundabout, hereinafter referred to as the "Project", currently estimated at **\$1,472,532.00**. The parties hereto agree that the State will design, construct, and maintain the roundabout and pay the total estimated cost less the amount reimbursed to the Town for the Project. The State will not pay for landscaping costs. The Town agrees to provide electrical power and pay for the electricity costs at the Town's expense. The Town would pay for any landscaping cost which would be an additional expense.

4. The Town deposited an amount of **\$390,000.00** with the State after the original agreement was executed on March 10, 2010. As of April 2010 the local funds were approved to be funded by the Highway Safety Improvement Program (HSIP) funding. The State will reimburse the Town for 80% of the previously deposited amount. Once the Project costs have been finalized, the State will either invoice or reimburse the Town for the difference between the estimated and actual costs.

**EXHIBIT "A"**

*to Resolution No. 2568*

5. The Parties hereto agree to and acknowledge the following conditions: **a)** the estimated monetary amounts referenced in this Agreement are subject to change and can change substantially before completion of the Project; **b)** the Parties shall perform their responsibilities consistent with this Agreement; and **c)** The Town's portion of the project is a total of **\$330,000.00** and will be funded by HSIP unless costs increases are incurred due to Town requests. **d)** any change or modification to the Project will only occur with the mutual written consent of both Parties.

**THEREFORE, in consideration of the mutual Agreements expressed herein, the Parties agree to amend the original Agreement as follows:**

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**II. SCOPE OF WORK**

**Article II, Paragraph j. has been deleted. Article II, Paragraph k. has been deleted and replaced in full as follows**

1. The State will:

k. Upon execution of this Amendment, and within 30 days of receipt and approval of an invoice, reimburse the Town for 80% of \$390,000.00.

**Article II, Paragraph d., and f., have been deleted and replaced in full as follows**

2. The Town will:

d. Upon execution of this Amendment, and within 30 days, invoice the State for 80% of \$390,000.00.

f. Be responsible for the Maintenance of the enhanced crosswalk system.

**III. MISCELLANEOUS PROVISIONS**

**Article III, Paragraph 3. has been deleted and replaced as follows**

3. This Amendment shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

**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 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

TOWN OF PAYSON  
Attn: LaRon Garrett  
303 N. Beeline Hwy  
Payson, Arizona 85541  
(928) 474-6242 ext 283  
(928) 472-7490 Fax

**PURSUANT TO ARIZONA REVISED STATUTES** § 11-952 (D), 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.

**EXCEPT AS AMENDED** herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect.

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

**TOWN OF PAYSON**

**STATE OF ARIZONA**  
Department of Transportation

By \_\_\_\_\_  
KENNY J. EVANS  
Mayor

By \_\_\_\_\_  
DALLAS HAMMIT  
Deputy State Engineer

ATTEST:

By \_\_\_\_\_  
SILVIA SMITH  
Clerk

**ATTORNEY APPROVAL FORM FOR THE TOWN OF PAYSON**

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Town Attorney