

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 23-1669

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, RESOLUTION NO. 23-1669 APPROVING INTERGOVERNMENTAL AGREEMENT WITH NAVAJO COUNTY FOR FINANCIAL ASSISTANCE FOR THE TOP OF THE WOODS SUBDIVISION DRAINAGE PROJECT; AND AUTHORIZE THE TOWN MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE APPROVE.

WHEREAS, the Navajo County Board of Supervisors approved an Intergovernmental Agreement with the Town of Pinetop for financial assistance in the amount of \$140,000.00; and

WHEREAS, the Town of Pinetop-Lakeside Public Works Department is completing the Top of the Woods drainage project; and

WHEREAS, Town staff will utilize funding from Navajo County Flood Control District to purchase additional materials for the Top of the Woods drainage project, and

WHEREAS, Town staff deems it prudent and cost-effective to approve the Intergovernmental Agreement and accept the financial assistant in the amount of \$140,000 from Navajo County; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona approve the Intergovernmental Agreement with Navajo County for financial assistance for the Top of the Woods drainage project in the amount of \$140,000; and hereby affirms and confirms that: the Town Council designates the Town Manager to execute and deliver, and to witness or attest, respectively, any related agreements, instruments and documents necessary to the consummation of the Intergovernmental Agreement with Navajo County.

PASSED AND ADOPTED by a majority vote of the Mayor and Town Council of the Town of Pinetop-Lakeside in an open meeting on this 18th day of May 2023.



ATTEST:

Kristi Salskov
Kristi Salskov
Town Clerk

TOWN OF PINETOP-LAKESIDE

Stephanie Irwin
Stephanie Irwin, Mayor

APPROVED AS TO FORM:

William Sims
William J. Sims, III
Town Attorney

**INTERGOVERNMENTAL AGREEMENT FOR
FLOOD CONTROL PROJECT FUNDING**

THIS INTERGOVERNMENTAL AGREEMENT is entered into as of April 25, 2023 ("Effective Date") by and between the Navajo County Flood Control District, a special taxing district organized pursuant to Title 48, Chapter 21 of the Arizona Revised Statutes ("the District"), and the Town of Pinetop Lakeside, an Arizona municipal corporation ("the Town").

1. Premises.

- 1.1 The parties are authorized to enter into intergovernmental agreements for joint or cooperative action pursuant to A.R.S. § 11-952.
- 1.2 The Town has identified an area within its boundaries where its stormwater system is not functioning properly.
- 1.3 The Town has engaged the services of a local engineering firm to assist in determining the cause(s) of flooding due to the dysfunctional stormwater system, and to design projects to improve the system and eliminate or reduce future flooding in identified residential areas in the Town and areas upstream from Rainbow Lake in the County.
- 1.4 The Town is ready to proceed with construction on up to four projects in the Top of the Woods subdivision to correct the storm water drainage deficiencies; the Town is requesting financial assistance from the Navajo County Flood Control District to purchase materials and supplies necessary for completing the projects. Town forces and resources will provide the construction labor and equipment.
- 1.5 The District is authorized by A.R.S. § 48-3603(C)(3) to contract and join with a municipality such as the Town "in acquiring, constructing, maintaining and operating flood control works, and regulating floodplains."
- 1.6 The Board of Directors of the District has determined that it is an appropriate use of District funds to financially assist the Town with the Project(s) and has budgeted an amount not to exceed \$140,000 for this purpose, subject to the terms and conditions of this Agreement.

2. The District's Obligations.

- 2.1 The District shall reimburse the Town for eligible costs of the Project(s), up to a maximum reimbursement of \$140,000. Eligible costs are the actual expenses of design, engineering, construction materials and supplies and other contractual services directly associated with the Project(s), property acquisition directly associated with the Project(s), and construction and program management. The Town's administrative and other internal expenses are not eligible costs, nor are the expenses of improvements not directly related to flood control (such as landscaping,

roads, or recreational facilities). The District shall be solely responsible for determining whether an expense is an eligible cost.

2.1.1 It is understood and agreed to by the District that the Town's share of eligible costs may be paid from other funding sources which may be available to the Town, such as federal or state grants. The availability of other funding sources shall not reduce the District's share of eligible costs as provided in Section 2.1.

2.1.2 Payment shall be made by the District within 30 days after receipt of each reimbursement request. Reimbursement requests shall be in writing, shall specify the costs in sufficient detail to enable the District to determine whether they are eligible costs, and shall include the certification of the Town Manager that the costs are eligible costs. Reimbursement requests shall not be submitted more frequently than monthly. Reimbursement requests shall only be made for completed work and will include copies of original invoice documentation from the consultant, vendor and/or contractor to the Town.

2.1.3 Upon reasonable notice of not less than 48 hours, the District or its representatives may inspect and audit all books, papers and other records pertaining to the Project(s) and the Town's obligations under this Agreement.

3. The Town's Obligations.

3.1.1 The Town shall be solely responsible for the design, procurement, clearances, permitting, and construction of the Project(s). The Town understands and agrees that the District's sole participation and obligation with respect to the Project(s) shall be that of a funding source as described in Section 2.1. The Project(s) are not District project(s), and the District is neither a partner nor a joint venturer with the Town in connection with the Project(s). The Town shall not represent to any consultant, contractor, vendor or any other person that the District will have any responsibility or liability in connection with the Project(s) except as set forth in this Agreement.

3.1.2 As a condition of the funding to be provided by the District, the Town shall ensure that all flood-control measures of the Project(s) meet all federal, state, and local requirements.

3.2 The Town covenants that it will diligently pursue the completion of the Project(s) without undue delay or interruption.

3.2.1 Upon completion of the Project(s), the Town shall be solely responsible for all maintenance, repairs and operating expenses. The Town shall maintain in force

comprehensive liability insurance adequate to insure against all risks associated with Project facilities.

4. Indemnification.

To the fullest extent permissible by law, the Town shall indemnify, defend and hold harmless the District and its officers, employees and agents from and against any and all claims, actions, suits, liabilities, damages, losses and expenses arising out of the design, procurement, permitting and construction of the Project(s) or the subsequent maintenance, repair or operation of Project facilities.

5. General.

5.1.1 This Agreement shall be effective as of the Effective Date and shall remain in effect until the Project(s) have been substantially completed.

5.1.2 Requests for reimbursement, payments and other communications relating to this Agreement shall be sent to the intended recipient at the following address. Either party may specify a different address by written notice to the other party:

If to the District:

William R. Bess, P.E., CFM
Navajo County Flood Control District
P.O. Box 668, Holbrook, AZ 86025
Phone (928) 524-4106
William.Bess@navajocountyaz.gov

If to the Town:

Keith Johnson
Pinetop Lakeside Town Manager
325 W. White Mountain Blvd.
Lakeside, AZ. 85929
(928) 368-8696
kjohnson@pinetoplakesideaz.gov

5.1.3 In the event of any dispute arising out of this Agreement, the parties agree to make a good faith attempt to informally resolve or mediate the dispute before submitting the matter to arbitration pursuant to the provisions of A.R.S. § 12-1518.

5.1.4 Each party warrants that this Agreement has been duly authorized by its governing body, that the officials executing this Agreement on its behalf have been duly authorized to do so, and that when so executed this Agreement shall constitute a valid and binding obligation of the parties.

5.1.5 The provisions of A.R.S. § 38-511 are incorporated herein by this reference.

5.1.6 This Agreement constitutes the entire understanding between the parties with respect to its subject matter, superseding any prior or contemporaneous agreements, whether oral or written, concerning the same subject matter. This Agreement may be amended only by a written document which expressly refers to it and is executed with the same formality by both parties.

5.1.7 This Agreement shall be recorded with the Navajo County Recorder pursuant to A.R.S. §11-952.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the Effective Date.

NAVAJO COUNTY FLOOD
CONTROL DISTRICT

By: 
Chairman, Board of Directors

ATTEST:

Melissa W. Buckley
Clerk of the Board

APPROVED AS TO FORM AND AUTHORITY:


Attorney for the Flood Control District

TOWN OF PINETOP LAKESIDE

By: Stephanie Swin
Mayor

ATTEST:

Kristi Sulo
Town Clerk

APPROVED AS TO FORM AND AUTHORITY:

William Sims
Attorney for the Town



118530.26 - Top of the Woods
CONSTRUCTION COST ESTIMATE
(Per preliminary construction plans dated 9/9/2022)

	Est Quant. Units		Unit Price	Total Price
PINE WOOD LANE				
Traffic Control	1	LS	\$5,000	\$5,000
100 Clear & Grub	1	LS	\$5,000	\$5,000
103 Sawcut & Remove Existing Concrete	625	SF	\$5	\$3,125
203 5" Concrete DW (Class B) on 3" A.B.	625	SF	\$20	\$12,500
500 Riprap (D50=12", T=24")	322	CY	\$165	\$53,130
501 18" CMP Driveway Culvert	360	LF	\$50	\$18,000
502 Trapezoidal Channel Grading	1,410	LF	\$10	\$14,100

Pine Wood Lane subtotal	\$110,855
Contingency of 20%	\$22,171
Pine Wood Lane total	\$133,026

WEST CHANNEL

100 Clear & Grub	1	LS	\$10,000	\$10,000
101 Earthwork	1	LS	\$15,000	\$15,000
102 Sawcut & Remove Pavement	29	SY	\$10	\$290
103 Remove Existing 24" CMP	116	LF	\$20	\$2,320
104 Relocate Existing Fence	330	LF	\$40	\$13,200
105 Remove Existing Tree	14	EA	\$350	\$4,900
200 3" AC on 9" AB	43	SY	\$80	\$3,440
201 New Maintenance Road (6" AB)	577	SY	\$15	\$8,655
202 Regrade Ex Driveway (4" AB)	120	SY	\$10	\$1,200
400 Adjust Sewer Manhole to Grade	1	EA	\$1,000	\$1,000
500 30" HDPE (N-12) Pipe	404	LF	\$60	\$24,240
501 Riprap (D50=12 inch, T=24 inch)	118	CY	\$165	\$19,470
502 Concrete Rectangular Channel	657	LF	\$185	\$121,545
503 Precast Stormwater Vault	1	EA	\$25,000	\$25,000
506 MAG Headwall (Double 'L' Type)	2	EA	\$7,500	\$15,000
507 1' V-Ditch	92	LF	\$10	\$920
511 Concrete Low Water Crossing	1	LS	\$65,000	\$65,000
514 Dual 30" End Section	1	EA	\$1,000	\$1,000

West Channel Subtotal	\$332,180
Contingency of 20%	\$66,436
West Channel Total	\$398,616

118530.26 - Top of the Woods
CONSTRUCTION COST ESTIMATE
(Per preliminary construction plans dated 9/9/2022)

	Est Quant. Units		Unit Price	Total Price
DETENTION BASIN				
SWPPP	1	LS	\$2,500	\$2,500
100 Clear & Grub	1	LS	\$5,000	\$5,000
101 Earthwork	1	LS	\$170,000	\$170,000
102 Sawcut & Remove Pavement	14	SY	\$10	\$140
103 Remove Existing CMP	59	LF	\$20	\$1,180
105 Remove Existing Tree	4	EA	\$350	\$1,400
106 Remove Concrete Spillway	1	LS	\$1,500	\$1,500
501 Riprap (D50=12 inch, T=24 inch)	125	CY	\$165	\$20,625
509 15" CMP Culvert	52	LF	\$50	\$2,600
510 24" HDPE (N-12) Pipe	44	LF	\$55	\$2,420
512 MAG Headwall (Straight Type)	1	EA	\$7,500	\$7,500
513 MAG Headwall ('U' Type)	1	EA	\$8,500	\$8,500
700 ADOT Guardrail	130	LF	\$50	\$6,500
701 6' Chain Link Fence	770	LF	\$45	\$34,650
702 ArmorMax 75 HPTRM	2,140	SY	\$75	\$160,500

Basin Improvements subtotal	\$425,015
Contingency of 20%	\$85,003
Basin Improvements total	\$510,018

PINE SPRUCE LANE

Traffic Control	1	LS	\$5,000	\$5,000
100 Clear & Grub	1	LS	\$2,500	\$2,500
101 Earthwork	1	LS	\$5,000	\$5,000
103 Sawcut & Remove Concrete	890	SF	\$5	\$4,450
104 Sawcut & Remove Asphalt Pavement	1,117	SY	\$10	\$11,170
105 Remove Existing CMP Culvert	3	EA	\$500	\$1,500
106 Remove & Relocate Ex Railroad Tie	135	LF	\$5	\$675
107 Remove & Relocate Ex Wood Fence	113	LF	\$40	\$4,520
108 Remove Existing Tree	2	EA	\$500	\$1,000
109 Remove & Relocate Existing Sign	2	EA	\$500	\$1,000
110 Remove & Relocate Existing Bollard	1	EA	\$500	\$500
200 Regrade Driveway w/ 4" A.B.	113	SY	\$15	\$1,695
201 3" A.C. on 9" A.B.	1,527	SY	\$60	\$91,620
202 Type "A" Thickened Edge (D=12")	1,127	LF	\$8	\$9,016
203 5" Concrete DW (Class B) on 3" A.B.	890	SF	\$20	\$17,800
300 Adjust Ex Valve to Grade	1	EA	\$500	\$500
301 Relocate Ex Water Meter	4	EA	\$500	\$2,000
400 Adjust Ex Sewer Manhole to Grade	1	EA	\$1,000	\$1,000
500 30" CMP Storm Drain	438	LF	\$55	\$24,090
501 29"x42" CMP Arch Storm Drain	32	LF	\$75	\$2,400

118530.26 - Top of the Woods
CONSTRUCTION COST ESTIMATE
(Per preliminary construction plans dated 9/9/2022)

	Est		Unit	Total
	Quant.	Units	Price	Price
502 48" Dia. Storm Manhole	2	EA	\$7,000	\$14,000
503 60" Dia. Storm Manhole	1	EA	\$8,500	\$8,500
504 MAG Type "F" Catch Basin	1	EA	\$5,000	\$5,000
505 18" CMP Culvert	12	LF	\$40	\$480
506 30" CMP End Section	1	EA	\$500	\$500
507 Concrete Encase Storm Drain	63	LF	\$150	\$9,450
509 Connect Ex Culvert to New Catch Basin	1	EA	\$1,500	\$1,500

Pine Spruce Lane Subtotal	\$221,866
Contingency of 20%	\$44,373
Pine Spruce Lane total	\$266,239

SOUTH CHANNEL

503 MAG Drop Inlet Headwall	1	EA	\$8,500	\$8,500
504 30" CMP Culvert	83	LF	\$60	\$4,980

South Channel Subtotal	\$13,480
Contingency of 20%	\$2,696
South Channel Total	\$16,176

PINE VILLAGE LANE

Traffic Control	1	LS	\$5,000	\$5,000
100 Clear & Grub	1	LS	\$2,500	\$2,500
101 Earthwork	1	LS	\$5,000	\$5,000
103 Sawcut & Remove Existing Concrete	535	SF	\$5	\$2,675
104 Sawcut & Remove Pavement	1,651	SY	\$10	\$16,510
111 Relocate Mailbox	2	EA	\$500	\$1,000
200 4" A.B. DW Matchup	24	SY	\$15	\$360
201 3" A.C. on 9" A.B.	1,651	SY	\$60	\$99,060
202 Type "A" Thickened Edge	1,250	LF	\$8	\$10,000
203 5" Concrete DW on 3" A.B.	535	SF	\$20	\$10,700
400 Adjust Sewer Manhole to Grade	1	EA	\$1,000	\$1,000

Pine Village Lane Subtotal	\$153,805
Contingency of 20%	\$30,761
Pine Village Lane Total	\$184,566

118530.26 - Top of the Woods
CONSTRUCTION COST ESTIMATE
(Per preliminary construction plans dated 9/9/2022)

	Est Quant. Units		Unit Price	Total Price
SEQUOIA/ANTLER/PINON LANE				
Traffic Control	1	LS	\$5,000	\$5,000
100 Clear & Grub	1	LS	\$2,500	\$2,500
101 Earthwork	1	LS	\$5,000	\$5,000
103 Sawcut & Remove Existing Concrete	1,200	SF	\$5	\$6,000
104 Sawcut & Remove Pavement	2,216	SY	\$10	\$22,160
200 3" A.C. on 9" A.B.	2,216	SY	\$60	\$132,960
202 Type "A" Thickened Edge	750	LF	\$8	\$6,000
203 5" Concrete DW on 3" A.B.	1,200	SF	\$20	\$24,000

Sequoia/Antler/Pinon Subtotal	\$203,620
Contingency of 20%	\$40,724
Sequoia/Antler/Pinon Total	\$244,344

ALLOWANCES

100 Rock Excavation	1,000	CY	\$130	\$130,000
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PROJECT SUBTOTAL	\$1,590,821
CONTINGENCY OF 20%	\$318,164
PROJECT TOTAL	\$1,908,985

This estimate is based on the preliminary plans for the project dated 9/9/2022
This Cost Estimate is made on the basis of our experience and qualifications and represents our best judgement. However, since so many aspects of costs are beyond our control, we cannot and do not guarantee that Costs will not vary from this Estimate.