

When recorded please mail to:
Kristi Salskov, CMC, Town Clerk
Town of Pinetop-Lakeside
325 W. White Mountain Blvd.
Lakeside, AZ 85929

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 23-1675

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, NAVAJO COUNTY, ARIZONA, APPROVING TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF PINETOP-LAKESIDE FOR THE ALLOCATION OF \$2,242,200.00 TO THE TOWN TO CONSTRUCT THE PORTER MOUNTAIN ROAD IMPROVEMENT PROJECT IN THE VICINITY OF BLUE RIDGE ELEMENTARY SCHOOL.

WHEREAS, the Town of Pinetop-Lakeside (“Town”) wishes to improve pedestrian and student safety on Porter Mountain Road in the vicinity of the roundabout; and

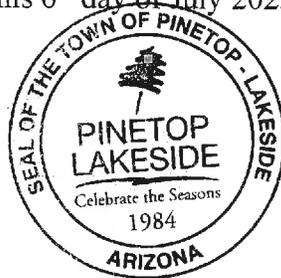
WHEREAS, the Town has presented the Porter Mountain Road Improvement Project to State representatives for potential funding (Exhibit A); and

WHEREAS, the State of Arizona (“State”)has approved funding with Appropriation No.: 2024 DT56380 for the amount of \$2,242,200.00 (Exhibit B); and

WHEREAS, the Town and the State desire to enter into this Intergovernmental Agreement (“IGA”) for the allocation of funds to construct the Porter Mountain Road Improvement Project.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Pinetop-Lakeside, Navajo County, Arizona, hereby approves the IGA and authorizes the Town Manager to execute all documents necessary in connection with this IGA and take such further action as may be necessary to implement the IGA.

PASSED AND ADOPTED by the Town Council of the Town of Pinetop-Lakeside, Navajo County, Arizona this 6th day of July 2023.



TOWN OF PINETOP-LAKESIDE

Stephanie Irwin

Stephanie Irwin, Mayor

APPROVED AS TO FORM:

William J. Sims, III

William J. Sims, III
Town Attorney

ATTEST:

Kristi Salskov, CMC
Kristi Salskov, CMC
Town Clerk

EXHIBIT A

Preliminary Improvement Drawings

Porter Mountain Road School Area Assessment

EXHIBIT "A"

Recommended Improvements
Concepts and Estimate of Probable
Cost

June 17, 2022

UPDATED COST ESTIMATES

Prepared for:



Town of Pinetop Lakeside

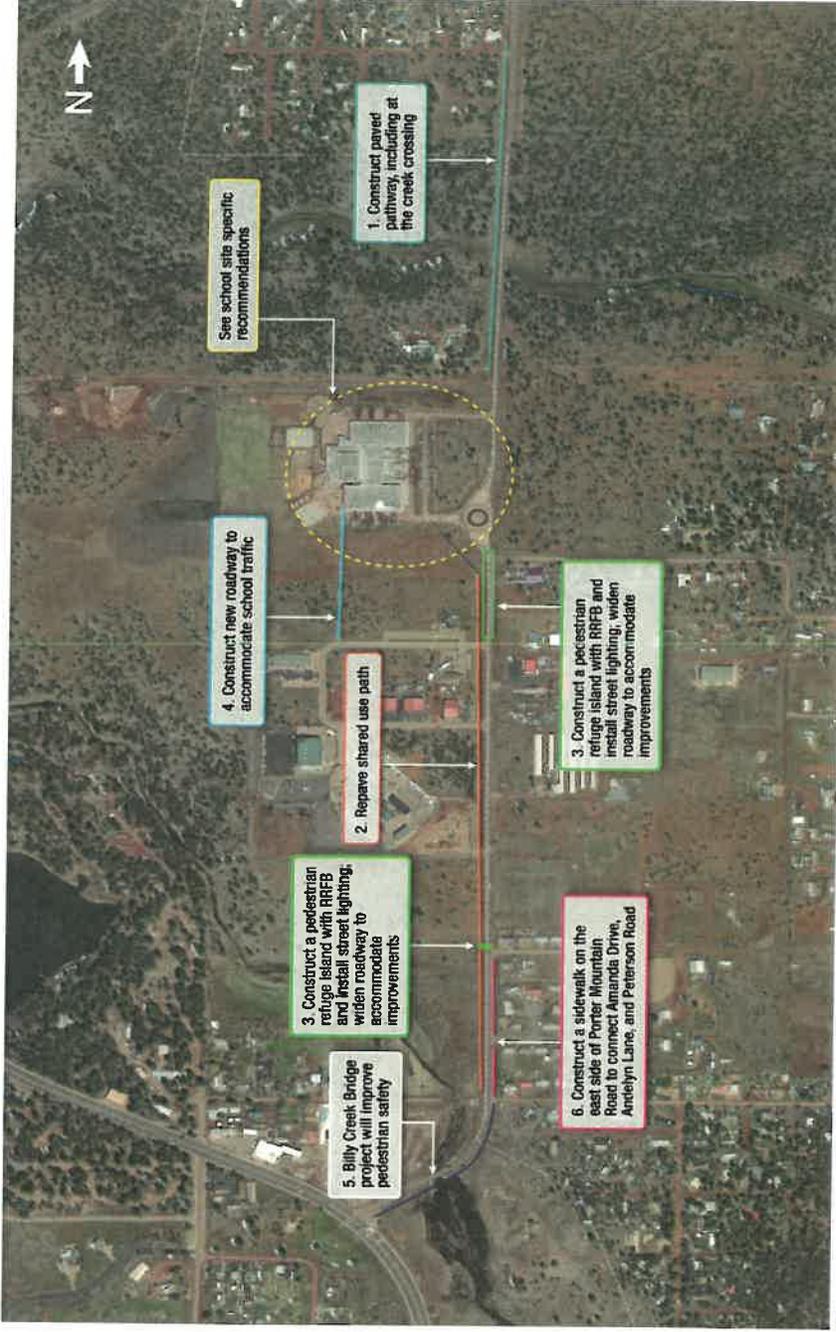


Blue Ridge School District #32

Prepared by:



Improvements Overview



ESTIMATE OF PROBABLE CONSTRUCTION COST

Project #1

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
2030201	EXCAVATION (	CU YD	70	\$ 50.00	\$ 3,490
2050001	GRADING ROADWAY FOR PAVEMENT	50 YD	3,933	\$ 10.00	\$ 39,333
3000022	AGGREGATE BASE, CLASS 2	CU YD	472	\$ 60.00	\$ 28,333
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	315	\$ 200.00	\$ 62,900
					\$123,055

Project #2

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
2020001	REMOVE BITUMINOUS PAVEMENT (MILLING) (2)	50 YD	2,478	\$ 4.00	\$ 9,912
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	385	\$ 200.00	\$ 77,000
6080010	SIGN PANEL (INSTALL SIGN, FOUNDATION, AND POST)	SQ.FT	14	\$ 1,000.00	\$ 14,000
6080110	REMOVE AND REINSTALL SIGN	EACH	6	\$ 500.00	\$ 3,000
8080241	CONCRETE SIDEWALK (MAG DET. 230 & 231)	50 FT	325	\$ 20.00	\$ 6,500
9080296	CONCRETE SIDEWALK RAMP	EACH	1	\$ 7,500.00	\$ 7,500
					\$121,912

Project #3

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
2020002	REMOVAL OF CONCRETE CURB	L.FT	359	\$ 19.50	\$ 7,000
2020003	REMOVE BITUMINOUS PAVEMENT (MILLING) (2)	50 YD	3,312	\$ 4.00	\$ 13,248
2050001	GRADING ROADWAY FOR PAVEMENT	50 YD	4,070	\$ 10.00	\$ 40,700
3000022	AGGREGATE BASE, CLASS 2	CU YD	678	\$ 60.00	\$ 40,680
4040125	FOG COAT	TON	1.4	\$ 1,800.00	\$ 2,542
4040183	BLOTTER MATERIAL	TON	4.1	\$ 100.00	\$ 407
4090002	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	1,170	\$ 150.00	\$ 169,500
6080101	MISCELLANEOUS WORK (SHORT)	L.BUM	1	\$ 4,000.00	\$ 4,000
6080110	REMOVE AND REINSTALL SIGN	EACH	10	\$ 300.00	\$ 3,000
7100023	STREET LIGHT (INSTALL STREET LIGHT, FOUNDATION AND EQUIPMENT)	EACH	2	\$ 25,000.00	\$ 50,000
7200131	PAVEMENT MARKING	EACH	4	\$ 3,000.00	\$ 12,000
8041501	CONCRETE CURB AND GUTTER	L.FT	2,323	\$ 33.00	\$ 76,659
8080100	CONCRETE MEDIAN PAVEMENT	50 FT	185	\$ 21.00	\$ 3,885
9080402	CONCRETE HEADER	L.FT	300	\$ 25.00	\$ 7,500
9040054	MISCELLANEOUS WORK (REGIONS/STRUCT DRIVEWAY/SIDE ROAD)	L.BUM	2	\$ 25,000.00	\$ 50,000
9240127	MISCELLANEOUS WORK (INSTALL RETRIBUSSEMENT)	EACH	2	\$ 30,000.00	\$ 60,000
					\$48,007

Project #4

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
2050001	GRADING ROADWAY FOR PAVEMENT	50 YD	1,944	\$ 10.00	\$ 19,444
3000022	AGGREGATE BASE, CLASS 2	CU YD	281	\$ 60.00	\$ 16,852
4040125	FOG COAT	TON	0	\$ 18,000.00	\$ 1,885
4040183	BLOTTER MATERIAL	TON	3	\$ 40.00	\$ 78
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	401	\$ 200.00	\$ 80,167
6080120	SIGN (	EACH	1	\$ 1,200.00	\$ 1,200
					\$ 119,426

Project #5

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
2030201	EXCAVATION (	CU YD	10	\$ 5.00	\$ 48
2050001	GRADING ROADWAY FOR PAVEMENT	SQ.YD.	389	\$ 6.00	\$ 2,333
3000022	AGGREGATE BASE, CLASS 2	CU YD	65	\$ 45.00	\$ 2,817
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	43	\$ 300.00	\$ 12,860
					\$ 18,248

Project #6

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
6080110	REMOVE AND REINSTALL SIGN	EACH	4	\$ 200.00	\$ 800
9080001	CONCRETE CURB (C-05-10) (TYPE A)	L.FT	514	\$ 40.00	\$ 20,560
9080241	CONCRETE SIDEWALK (MAG DET. 230 & 231)	SQ.FT	3,940	\$ 15.00	\$ 59,175
9080296	CONCRETE SIDEWALK RAMP	EACH	4	\$ 7,500.00	\$ 30,000
9080912	SCUPPER (EACH	6	\$ 1,500.00	\$ 9,000
					\$ 119,535

ROADWAY SUBTOTAL

				\$	\$ 1,050,193
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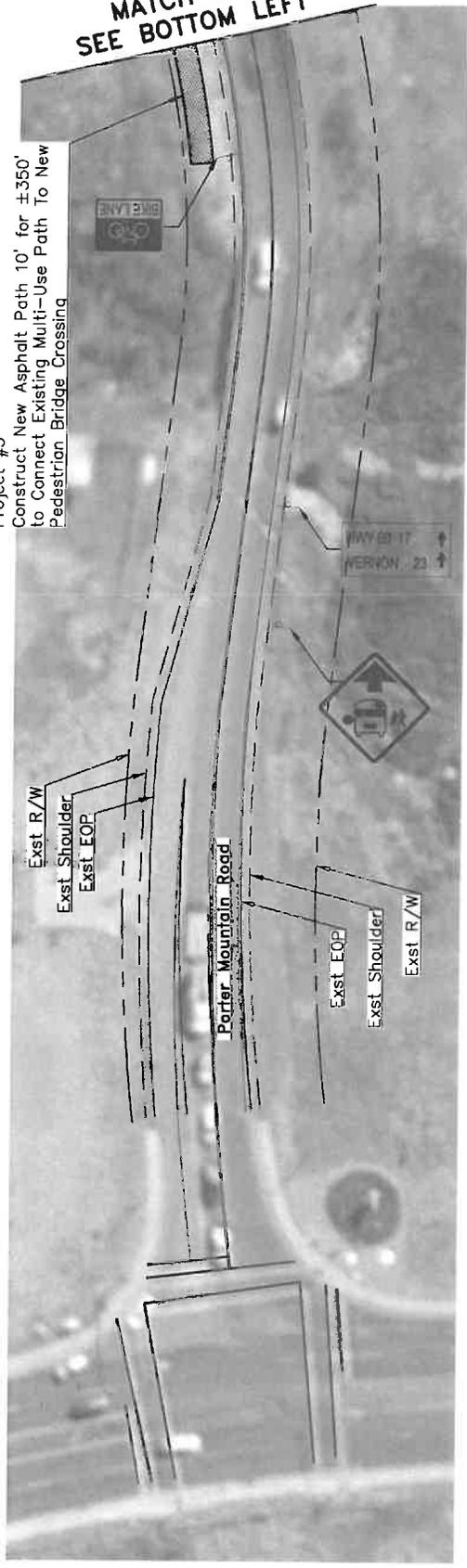
ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
MISCELLANEOUS WORK	L.SUM	1	25%	\$ 262,548
SUBTOTAL WITH MISC WORK				\$ 1,312,741
CONSTRUCTION SURVEYING & LAYOUT	L.SUM	1	6%	\$ 76,784
EROSION CONTROL	L.SUM	1	5%	\$ 65,637
CONTRACTOR QUALITY CONTROL	L.SUM	1	5%	\$ 65,637
FURNISH WATER SUPPLY	L.SUM	1	2%	\$ 26,255
MAINTENANCE & PROTECTION OF TRAFFIC	L.SUM	1	7%	\$ 91,892
SUBTOTAL WITH GENERAL ITEMS				\$ 1,640,926
MOBILIZATION	L.SUM	1	12%	\$ 198,911
SUBTOTAL WITH MOBILIZATION				\$ 1,837,837
CONSTRUCTION ENGINEERING	L.SUM	1	12%	\$ 220,540
CONTINGENCIES	L.SUM	1	5%	\$ 91,892
CONSULTANT POST DESIGN ACTIVITIES	L.SUM	1	5%	\$ 91,892
NON-BID SUBTOTAL			\$ 404,324	\$ -
CONSTRUCTION SUBTOTAL				\$ 2,242,161
INDIRECT COST ALLOCATION	L.SUM	1	0.00%	\$ -
CONSTRUCTION TOTAL COST				\$ 2,242,161
CONSULTANT DESIGN AND ENVIRONMENTAL CLEARANCE	L.SUM	1	10%	\$ 224,216
TOTAL PROJECT COST				\$ 2,466,377

CONCEPT EXHIBITS

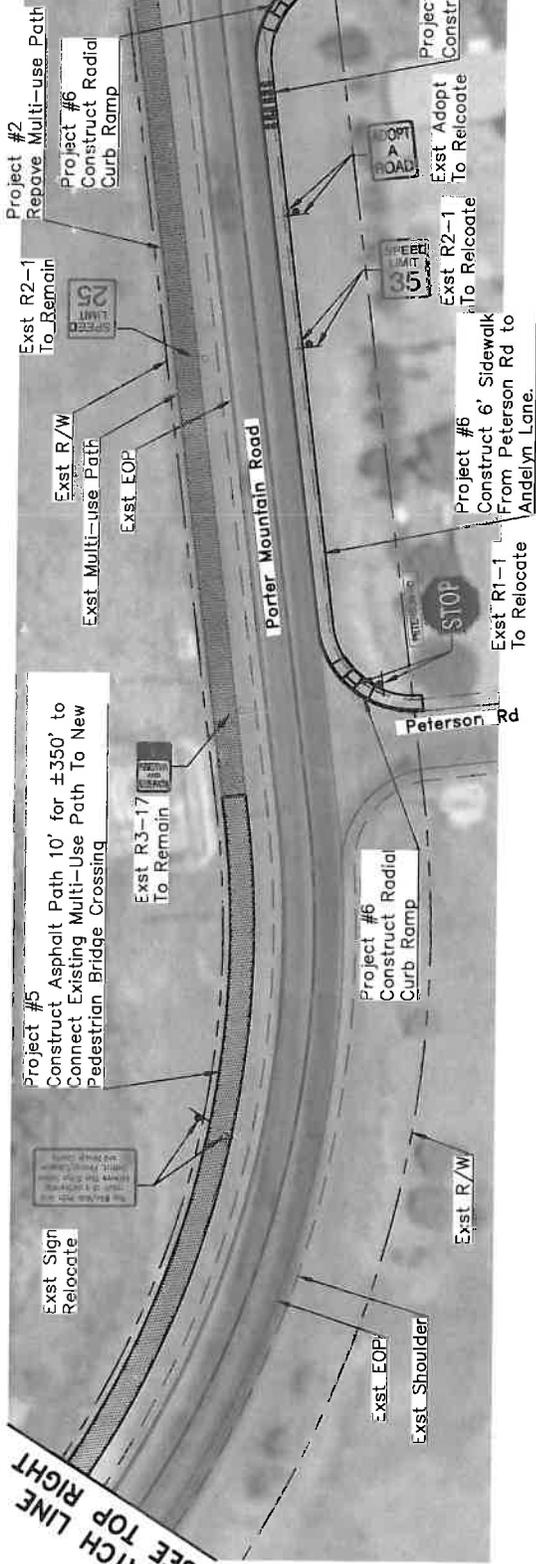


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Project #5
Construct New Asphalt Path 10' for ±350'
to Connect Existing Multi-Use Path To New
Pedestrian Bridge Crossing



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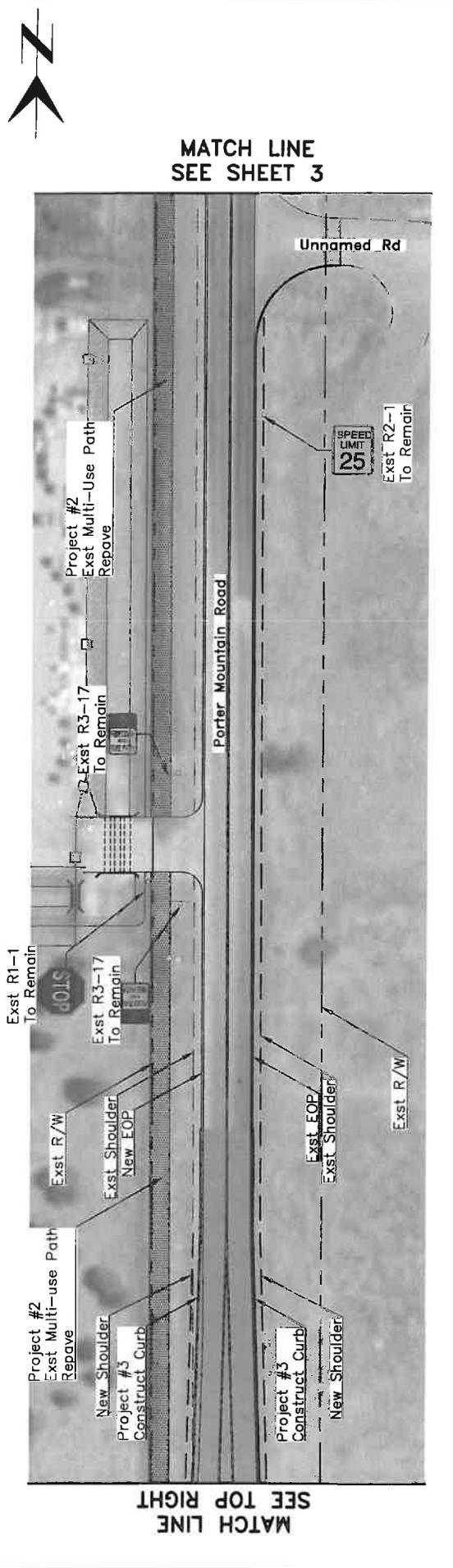
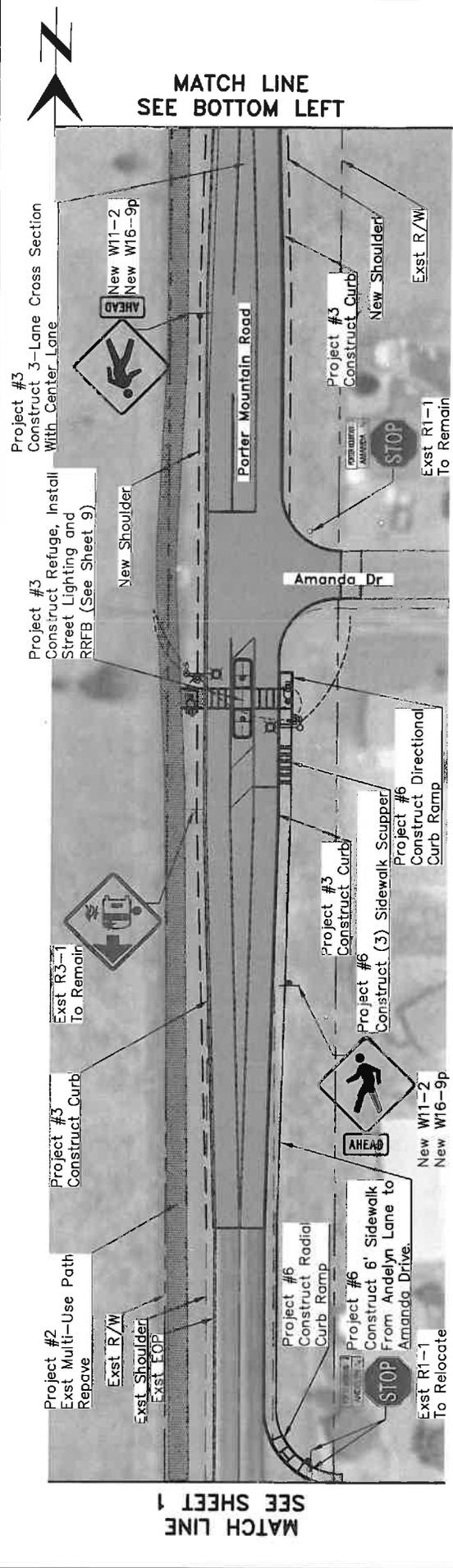
DEPARTMENT OF TRANSPORTATION/ENGINEERING DIVISION	1
PORTER MOUNTAIN ROAD, SCHOOL AREA ASSESSMENT	of 9
PACKAGE 1 - PROPOSED PLANS	
DATE: 01.21	SCALE:
05/16, 01.21	NO.
DATE: 01.21	PLAN NO.

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333 East Wacker Road, Suite 200
Itasca, Illinois 60143 (630) 818-9181

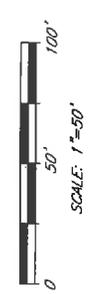


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DEPARTMENT OF TRANSPORTATION/ENGINEERING DIVISION	2
PORTER MOUNTAIN ROAD, SCHOOL AREA ASSESSMENT	6
PACKAGE 1 - PROPOSED PLANS	9
DATE: 07/01	SCALE:
DRAWN BY: DT	REF:
CHECKED BY: DT	DATE:
DESIGNED BY: BOC	PLAN NO.:

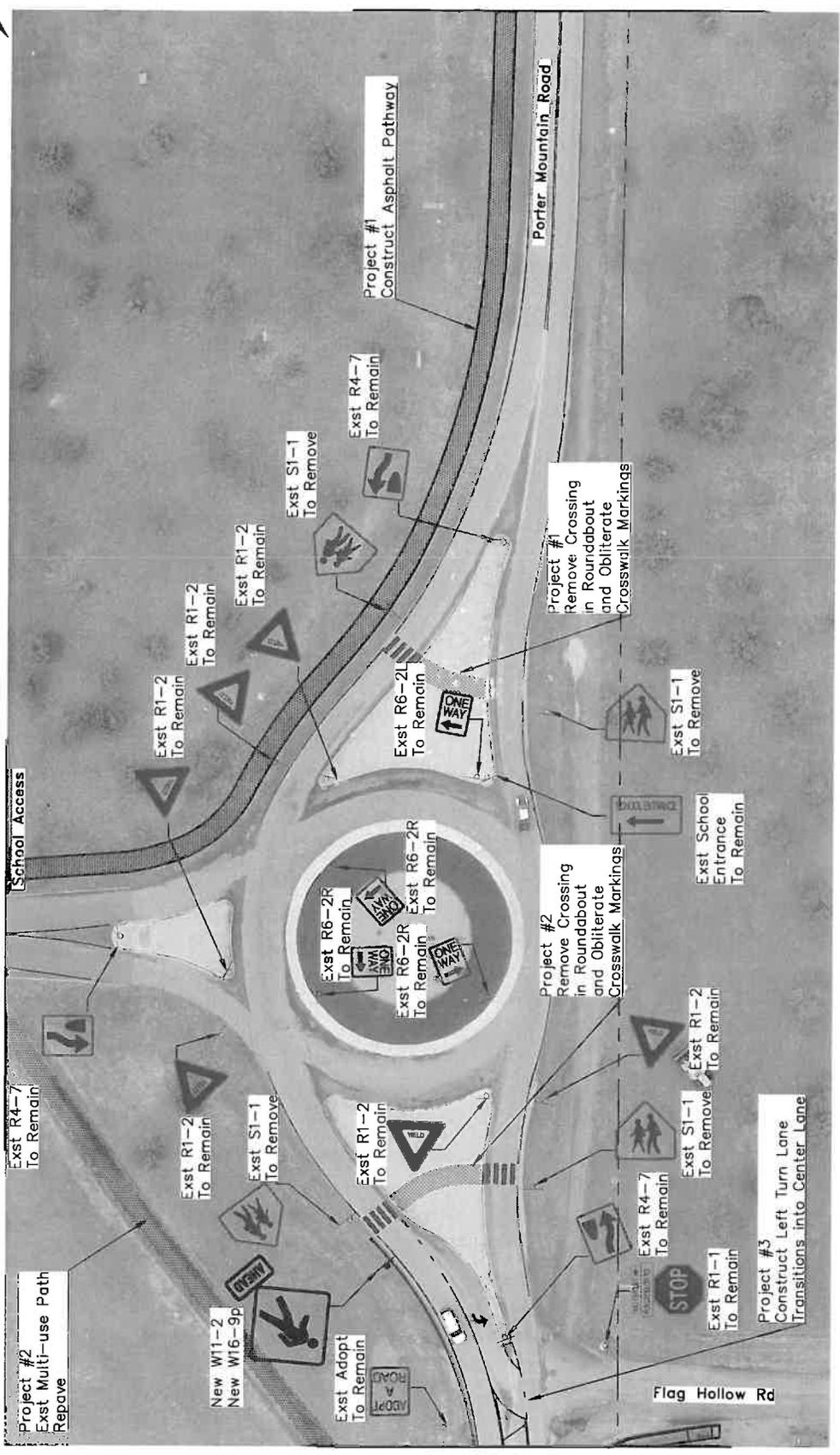
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 Itasca, Illinois 60143 (708) 415-4100





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MATCH LINE
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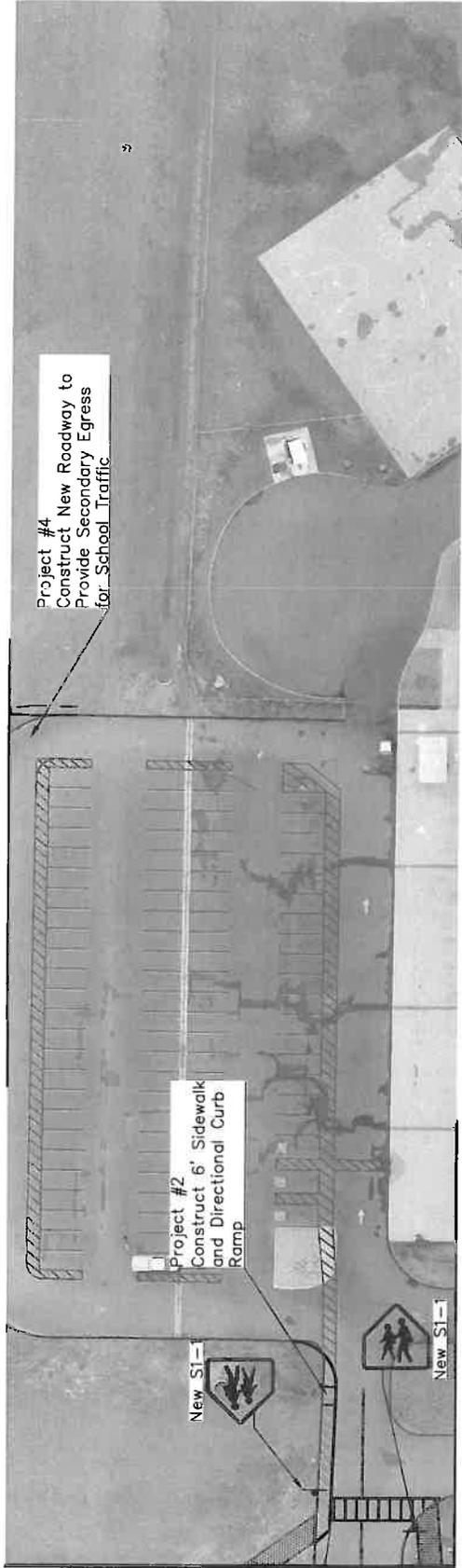
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DEPARTMENT OF TRANSPORTATION/ENGINEERING DIVISION	4
PORTER MOUNTAIN ROAD SCHOOL AREA ASSESSMENT	9
PACKAGE 1 - PROPOSED PLANS	
DATE: _____	SCALE: _____
REV: _____	PLAN NO. _____
DATE: _____	

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 333 East McLure Street, Suite 200
 Boise, Idaho 83702 (208) 383-8181

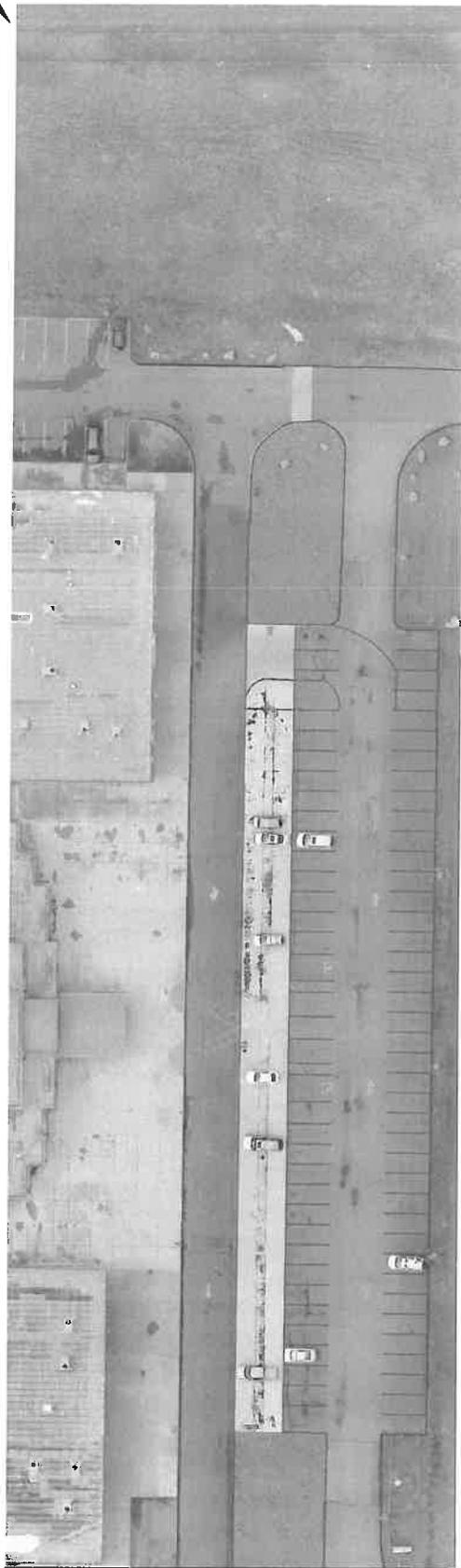


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SHEET 4

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SCALE: 1"=50'

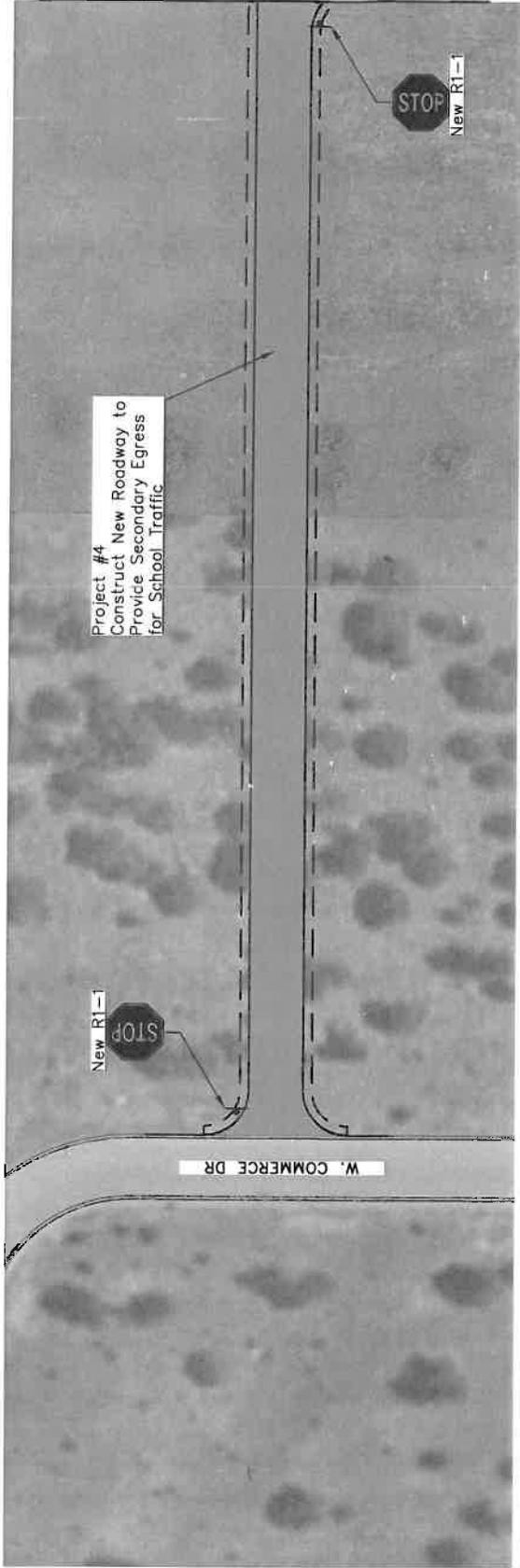
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333 East Main Street, Suite 200
Tomball, Texas 77375 (281) 415-4141

DEPARTMENT OF TRANSPORTATION/ENGINEERING DIVISION	7
PORTER MOUNTAIN ROAD SCHOOL AREA ASSESSMENT	8
PACKAGE 1 - PROPOSED PLANS	9
DATE: 07/11/11	SCALE:
BY: [Signature]	PLAN NO.
CHECKED BY: [Signature]	

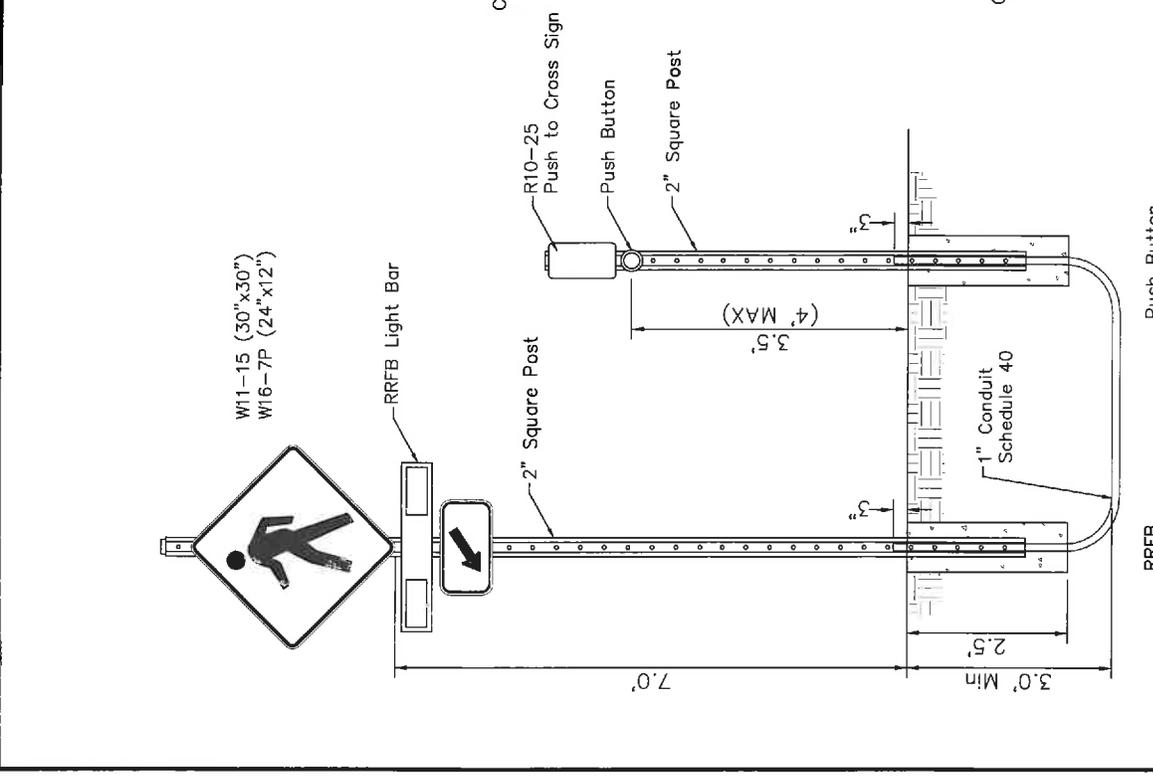
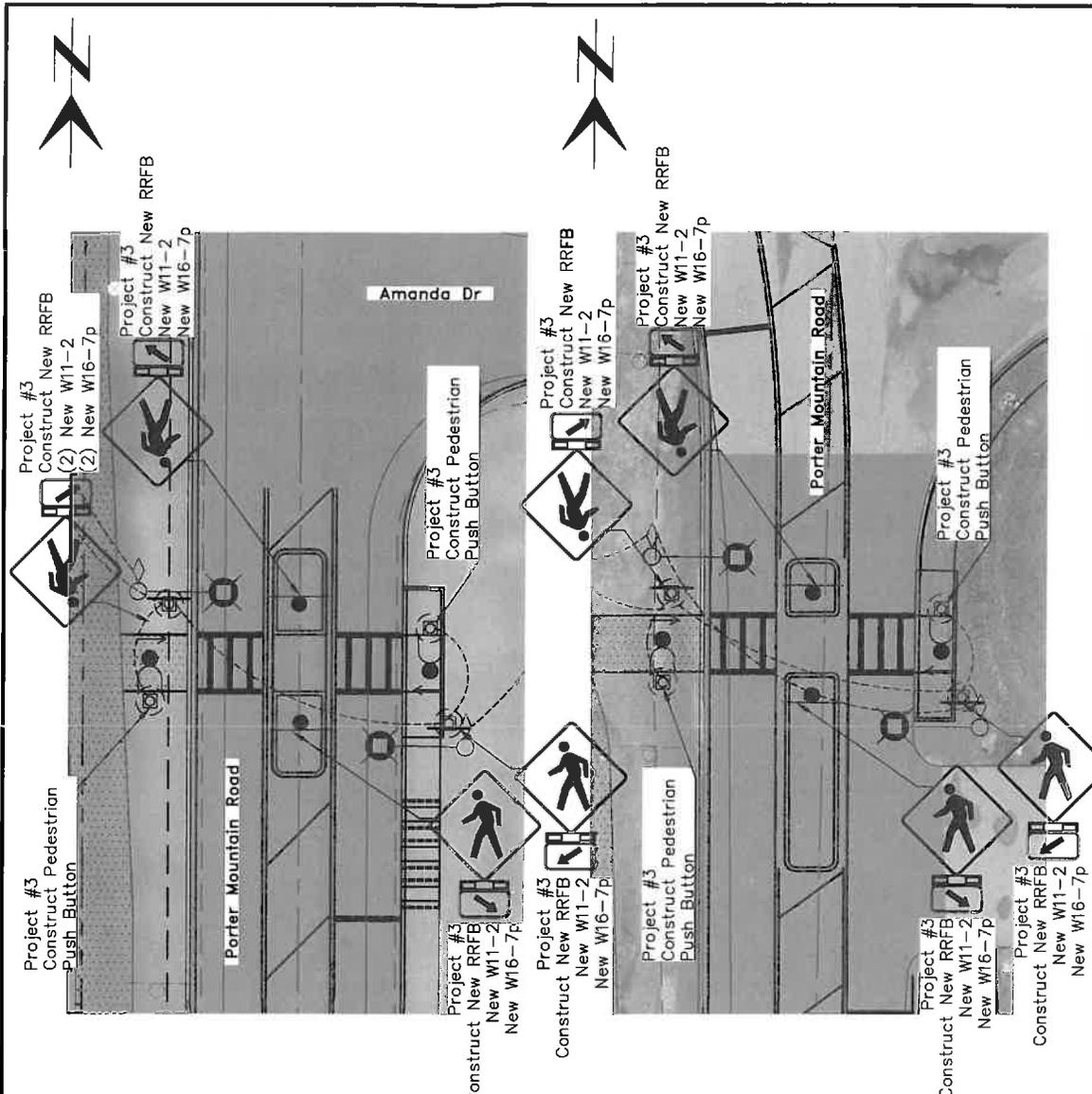


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DEPARTMENT OF TRANSPORTATION/ENGINEERING DIVISION	8
PORTER MOUNTAIN ROAD, SCHOOL AREA ASSESSMENT	9
PACKAGE 1 - PROPOSED PLANS	
DATE: 07/21	SCALE:
SCALE: 1"=50'	REF:
DRAWN BY: BCC	PLAN NO.

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 333 East Whittaker Road, Suite 200
 Tempe, Arizona 85281 (602) 915-7919



DEPARTMENT OF TRANSPORTATION/ENGINEERING DIVISION	9
PORTER MOUNTAIN ROAD, SCHOOL AREA ASSESSMENT	9
PACKAGE 1 - PROPOSED PLANS	9
DATE: 01/21	SCALE:
DATE: 01/21	REF:
DATE: 01/21	PLAN NO.

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 333 East Weathers Road, Suite 200
 Boone, North Carolina 28601 800-451-9999



EXHIBIT B

**Intergovernmental Agreement between the Town of Pinetop-
Lakeside and the State of Arizona**

ADOT CAR No.: IGA 23-0009279-I
AG Contract No.: P0012023000972
Project Location/Name: Porter Mountain
Road Improvements in the vicinity of Blue
Ridge Elementary School
Type of Work: Road Improvement
TIP/STIP No.: NA
Budget Source: 2024 Legislative Appropriation
Transportation Projects: General Fund (Laws 2023,
1st Regular Session, Chapter 135 Senate Bill 1722)
Appropriation No.: 2024 DT56380

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF PINETOP-LAKESIDE

THIS AGREEMENT (“Agreement”) is entered into this date _____, 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 TOWN OF PINETOP-LAKESIDE, acting by and through its MAYOR and TOWN COUNCIL (the “Town” or “Local Agency”). The State and the Local Agency 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 Local Agency is empowered by A.R.S. § 9-240 to enter into this Agreement and has by resolution, if required, 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 Local Agency.
3. Laws 2023, 1st Regular Session, Chapter 135 (Senate Bill 1722), Section 10 appropriated funding from the State general fund for highway projects. ADOT will issue a warrant in the amount of \$2,242,200.00 appropriated to the Local Agency for Porter Mountain Road improvements in the vicinity of Blue Ridge Elementary school, (the “Project”).
4. The foregoing Recitals shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. After this Agreement is executed, the State will issue a warrant to the Local Agency in the amount of \$2,242,200.00 for the Project.
 - b. The Local Agency will complete the Project in accordance with Laws 2023, 1st Regular Session, Chapter 135 (Senate Bill 1722), Section 10.
 - c. After Project completion, submit written certification to localpublicagencysection@azdot.gov that the Project was completed in accordance with Laws 2023, 1st Regular Session, Chapter 135 (Senate Bill 1722), Section 10.

III. MISCELLANEOUS PROVISIONS

1. **Effective Date.** This Agreement shall become effective upon signing and dating of all Parties.
2. **Duration.** The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.
3. **Cancellation.** This Agreement may be cancelled at any time up to 30 days before the appropriated funds are issued, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
4. **Indemnification.** The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
5. **Governing Law.** This Agreement shall be governed by and construed in accordance with Arizona laws.
6. **Conflicts of Interest.** This Agreement may be cancelled in accordance with A.R.S. § 38-511.

7. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to the Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
8. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
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, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement 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 for the continuance 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. Contractor Certifications. The Local Agency shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01 and 35-394.
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

Town of Pinetop-Lakeside
Attn: Matt Patterson
958 S. Woodland Rd.
Lakeside, AZ 85929
928.368.8696 ext. 236
mpatterson@pinetoplakesideaz.gov

For Project Completion:

Arizona Department of Transportation
Local Public Agency Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
localpublicagencysection@azdot.gov

Town of Pinetop-Lakeside
Attn: Matt Patterson
958 S. Woodland Rd.
Lakeside, AZ 85929
928.368.8696 ext. 236
mpatterson@pinetoplakesideaz.gov

For Financial Administration:

Arizona Department of Transportation
Financial Management Services
206 S. 17th Avenue
Phoenix, AZ 85007
fmscontroller@azdot.gov

Town of Pinetop-Lakeside
Attn: Matt Patterson
958 S. Woodland Rd.
Lakeside, AZ 85929
928.368.8696 ext. 236
mpatterson@pinetoplakesideaz.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.
18. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

TOWN OF PINETOP-LAKESIDE

By _____ Date _____
STEPHANIE IRWIN
Mayor

ATTEST:

By _____ Date _____
KRISTI SALSKOV
Town Clerk

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 Pinetop-Lakeside, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 9-240 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.
Approved as to Form:

By _____ Date _____
Town Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

A.G. Contract No. P0012023000972 (ADOT IGA 23-0009279-I), an Agreement between public agencies, the State of Arizona and the Town of Pinetop-Lakeside, 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.

By _____ Date _____
Assistant Attorney General