



# BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: September 7, 2021

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

**\*Contractor/Vendor Name/Grantor (DBA):**

City of Tucson

**\*Project Title/Description:**

Intergovernmental Agreement between Pima County and City of Tucson, 22nd Street: Kino Parkway to Tucson

**\*Purpose:**

This IGA authorizes the remaining DOT-58 HURF Bonds to be spent on the 22nd Street: Kino Parkway to Tucson Boulevard project managed by the City of Tucson as described in Exhibits "A", "B-1" and "B-2". This IGA is being processed concurrently with the Resolution and Order to establish 22nd Street between Kino Parkway to Tucson Boulevard as a County Road under Road Proceeding 3034. The resolution excludes the portion of 22nd Street in the Arizona Department of Transportation (ADOT) right of way.

**\*Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

Construction will be completed per approved plans and specifications.

**\*Public Benefit:**

Improvement of roadway will benefit Pima County residents.

**\*Metrics Available to Measure Performance:**

Standard engineering design performance measures (scope, budget and schedule, quality/stakeholder reviews, etc.)  
Standard construction performance measures (schedule and budget, quality control testing, material submittals. etc.)

**\*Retroactive:**

No

TO: COB 8-19-21 (3)  
Vers: 1  
Pgs: 19

Procure Dept 08/18/21 MW1146

**THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED**

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

**Contract / Award Information**

Document Type: CT Department Code: TR Contract Number (i.e., 15-123): 21\*453  
 Commencement Date: 09/07/2021 Termination Date: 09/06/2026 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount \$ 9,211,750 \* ☐ Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required: 1997 HURF Bonds**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☒ No  
 If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No  
 If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
 Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
 Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
 Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_

**\*Funding Source(s) required: \_\_\_\_\_**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)

☐ Award ☒ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_  
 Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

**\*All Funding Source(s) required: \_\_\_\_\_**

\*Match funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?  
 \_\_\_\_\_

Contact: Kathryn Skinner (Administrative contact: Michelle Guardado, 724-2663)

Department: Transportation

Telephone: 724-6880

Department Director Signature:  Date: 8/16/2021

Deputy County Administrator Signature:  Date: 8/17/2021

County Administrator Signature:  Date: 8/17/21

**Pima County Department of Transportation**

**Project: Intergovernmental Agreement Between Pima County and City of Tucson  
22<sup>nd</sup> Street: Kino to Tucson**

**Amount: \$9,211,750**

**Contract No.: CT-TR-21\*453**

**Funding: DOT-58 HURF Bond**

**INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement ("Agreement") is entered into by Pima County, a political subdivision and body politic of the State of Arizona ("the County"); and the City of Tucson, a municipal corporation of the State of Arizona ("the City"); pursuant to Arizona Revised Statutes (A.R.S.) § 11-952. The City and the County are collectively referred to in this Agreement as "the Parties" and either may be individually referred to as a "Party."

**Recitals**

- A. County and City may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- B. The City is authorized by A.R.S. § 9-276 to lay out and establish, regulate the use, open, vacate, alter, widen, extend, grade, pave, plant trees or otherwise improve streets, alleys, avenues, sidewalks, parks, public grounds and off-street parking sites and acquire any property necessary or convenient for that purpose by exercising its right of eminent domain.
- C. Pursuant to A.R.S. § 28-6701, the Tucson City Council may petition the Pima County Board of Supervisors to establish a county highway in the City and, pursuant to A.R.S. §§ 28-6701 through 28-6703, the Board of Supervisors may establish a county highway in the City.
- D. County is authorized by A.R.S. § 28-6707 to construct and improve part of a highway located in an incorporated city or town in the same manner as if it were located outside an incorporated city or town.
- E. City intends to design and construct roadway improvements to 22<sup>nd</sup> Street from Kino Parkway to Tucson Boulevard ("the Project").
- F. County and City desire to define the terms and conditions under which the Project is to be engineered, constructed, financed, and maintained.
- G. Pima County Board of Supervisors amended the Bond Improvement Plan from the November 4, 1997, Special Bond Election with Ordinances 2004-118 and 2011-077 to include \$10,000,000 for improvements to 22<sup>nd</sup> Street between Interstate 10 and Tucson Boulevard. To date, County has contributed \$788,250 of that \$10,000,000 toward the cost of design and construction of other phases of the 22<sup>nd</sup> Street between Interstate 10 and Tucson Boulevard.

- H. The Pima County Board of Supervisors adopted guidelines for bonding disclosure, accountability and implementation of County transportation bond projects in other jurisdictions in former Pima County Code § 3.06.080, "Implementation of County Bond Projects in Other Jurisdictions" and Pima County Ordinance No. 1997-80, Section VITI, "Implementation of Transportation Projects in Other Jurisdictions," which was amended by the Board of Supervisors in Pima County Ordinance No. 2004-16 on April 6, 2004 and renumbered as Pima County Code § 3.06.090.
- I. The Pima County Board of Supervisors and the City of Tucson Mayor and Council adopted the "Memorandum of Understanding Between the Mayor of the City of Tucson and the Chairperson of the Pima County Board of Supervisors in Their Individual Capacities for 1997 Pima County Transportation Bond Program Remaining Projects Within the City Limits," dated May 7, 2004.
- J. The estimated total cost of the Project is approximately \$63,000,000.
- K. County and City agree that City shall design and construct the Project and that City shall advertise, award, execute, and administer the design and construction contracts for the Project.
- L. City intends to cover all costs associated with the relocation and installation of any Tucson Water lines and hydrants in the Project.
- M. County intends to contribute \$9,211,750, the remainder of the \$10,000,000 in County Highway User Revue Bond Funds ("HURF") bonds, to fund the construction of the Project.
- N. At the conclusion of Project construction by City, and acceptance by City, and pursuant to A.R.S. § 28-7212, County will abandon the entire Project roadway and adjacent rights of way lying within the limits of City and City will accept it for inclusion in City's maintenance program.

### Agreement

NOW THEREFORE, the Parties, pursuant to the above recitals reflecting the intent of the Parties, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

1. **Purpose.** The purpose of this Intergovernmental Agreement is to set forth the responsibilities of the Parties for the design, construction, financing, maintenance, and operation of the Project and to address legal and administrative matters among them.
2. **Project.** The Project consists of new construction to 22<sup>nd</sup> Street, between Kino Parkway and Tucson Boulevard, Tucson, Arizona.
3. **Design and Construction Responsibilities.** City shall be responsible for the complete design and construction of the Project in accordance with Design Standards included in the American Association of State Highway and Transportation Officials and Federal Highway Administration Standards for highway engineering and construction, the PAG Standard Specifications for Public improvements, and City's municipal design guidelines. City shall advertise, award, execute and administer the design and construction contracts for the Project. City shall have the usual rights of the owner of a public construction contract, including the authority to approve changes and make payments.

4. **Utility Relocations.** City shall coordinate all utility relocations within the Project boundaries. City shall be responsible for all costs of relocation of any Tucson water lines and hydrants installed as part of the Project.
5. **Rights-of-Way and Construction Easements.** City shall acquire any rights of way and construction easements necessary for the Project, either by voluntarily negotiations or by the exercise of eminent domain to the extent permitted by law.
6. **Project Permits.** City shall acquire all permits required in connection with the Project at no cost to the Project.
7. **Public Art.** Public art shall be included in the Project in accordance with the standards set forth in the County's Bond Improvement Plan for the November 4, 1997, Special Bond Election, unless otherwise agreed by the Parties in writing.
8. **Public Participation.** City shall manage all public participation processes for design and construction of the Project.
9. **City and County Representatives.** City shall furnish a representative to perform the functions of a Project Manager, and County shall furnish a representative available to cooperate and consult with the City concerning all matters of the Project.

**10. Financing of the Project.**

- a. *Allocation of County bond funds.* A total of \$10,000,000.00 in County bond funds was allocated for 22<sup>nd</sup> Street between Interstate 10 and Tucson Boulevard in the ordinances that amended the 1997 Bond Improvement Plan adopted by voters at the November 4, 1997, Special Bond Election. No County funds authorized by the November 4, 1997 bond election in excess of \$10,000,000.00 may be expended for the Project without the prior amendment of County Bond Ordinance 1997-80 by the Pima County Board of Supervisors and an amendment of this Agreement by the Parties. The County has previously paid \$788,250 for design and construction of Kino Overpass at 22<sup>nd</sup> Street. The County shall pay the remaining \$9,211,250 in County HURF bond funds to the City in the period from fiscal year (FY) 2022 through 2023. The expenditures in each of the referenced bond program periods are intended to comply with the terms of the May 7, 2004, Memorandum of Understanding between City and County. City hereby acknowledges that County bond funds may be limited for City projects in any given fiscal year because actual revenues available to the County do not meet expectations due to a variety of reasons, such as actions of the Arizona Legislature to reduce state shared revenues, increased commodity costs of construction materials or fuels, or general economic conditions.

Subject only to the possible limitations above, the County will use its best efforts to provide County bond funds in accordance with the schedule identified in this section and does not foresee, based upon present conditions, any difficulty in meeting the bond disbursement schedule.

- b. *City responsibility for excess costs.* City shall pay or use funding from other sources than the Pima County Bonds for all costs of design, right-of-way, and construction of the Project in excess of \$9,211,750 of County Bond funds available for the Project.
- c. *Transaction Privilege Tax.* City agrees that any transaction privilege and use taxes levied by the City on the Project shall be contributed to the Project as a portion of City's share of the costs of the Project. City shall provide an accounting to County of the total amount of

transaction privilege and use taxes collected by the City for the Project.

**11. Reporting and Payment Responsibilities.**

- a. *Reimbursement Schedule.* Upon award of a construction contract for the Project, City shall provide to County a reimbursement schedule for the construction phase of the Project (the "Construction Cost Reimbursement Schedule") specifying the anticipated dates and amounts of requests from the City for reimbursement of the construction costs incurred and paid by the City for the Project. The Construction Cost Reimbursement Schedule may be combined with the Construction Schedule.
- b. *Reimbursement Requests.* Within 25 days of the end of each month, starting on the date indicated in the Reimbursement Schedules, City shall submit to County a Reimbursement Request, together with supporting documentation, in accordance with the Reimbursement Schedule, for Project expenses paid by City since the last Reimbursement Request. As Project Manager, City shall be responsible for verifying the accuracy of all invoices submitted by contractors, and shall, as part of its Reimbursement Requests, certify that said invoices have been paid by City (less any retention held by City) prior to requesting reimbursement from the County.
- c. *Payment of Reimbursement Requests.* County shall review each monthly Reimbursement Request and if County does not approve the request, County shall notify City of its disapproval and the reason for it, within seven (7) days after receipt of the Reimbursement Request. If County does not disapprove the Reimbursement Request, County shall pay the Reimbursement Request within twenty-one (21) days after receipt of the Reimbursement Request (except as set forth below with respect to the final accounting and payment).
- d. *Monthly Progress Reports.* Each month, at the same time the City submits its Reimbursement Request, it shall also submit a progress report (the "Progress Report").
- e. *Submittal of Reports.* All Reimbursement Requests and Progress Reports shall be submitted to:  

Pima County Department of Transportation  
201 N. Stone, 4th Floor Tucson,  
Arizona 85701
- f. *Delays.* City shall promptly notify the County at any time that City becomes aware of a potential Project delay that may cause a deviation from the Reimbursement Schedules and/or the Construction Schedule. In the event of any deviation from the Reimbursement Schedules, County and City shall establish a new Reimbursement Schedule, consistent with Federal Treasury Regulations. Upon notification by City that work on the Project can resume at a mutually agreed upon time and in accordance with the amended Reimbursement Schedule approved by the Parties, the County will resume reimbursing City for Project costs.
- g. *Final Report & Accounting.* Within ninety (90) days after completion and final acceptance of the Project by City, City shall submit to County: (1) a final report describing the Project as constructed and summarizing its history (i.e., who designed, constructed, provided public

art, funding sources, description of public participation, purpose and public benefit of the Project, etc.), along with photographs and final as built drawings; (2) a detailed final accounting statement of the funds expended on the Project, along with a final Reimbursement Request if needed. County shall have fifteen (15) days after receipt of this final accounting to disapprove the Reimbursement Request. If County does not disapprove the Reimbursement Request, it shall pay the request within forty-five (45) days of receipt.

**12. Establishment of County Highway.**

- a. *Petition to Establish County Highway.* Pursuant to A.R.S. § 28-6701(B), the Tucson City Council has petitioned the Pima County Board of Supervisors to establish a County highway for the Project as described in attached Exhibit A, B-1 and B-2, attached hereto and made a part hereof by reference.
- b. *Establishment of County Highway.* The Pima County Board of Supervisors shall take the actions required by A.R.S. § 28-6702 and § 28-6703 to establish the Project as County highway.
- c. *Establishment for Funding Purposes Only.* The establishment is solely for the purposes of allowing County to contribute HURF bond funds to the Project, and County at no time will be responsible for any activities associated with design, right of way acquisition, permitting, utility relocation, constructing, or maintaining the roadway.

**13. Regulation of the Project During Construction.** City will have responsibility for and control over highway access, traffic regulation, and signing during construction.

**14. Ownership, Operation and Maintenance.**

- a. *City Inspection.* City may inspect all Project construction relating to its facilities for substantial compliance with drawings and specifications.
- b. *Abandonment of County Highway Within City.* Upon completion in substantial compliance with drawings and specifications and acceptance of the Project construction contract by City, County shall abandon pursuant to A.R.S. § 28-7212 all of the Project roadway lying within the limits of City.
- c. *Acceptance of the Project by City.* Upon completion in substantial compliance with drawings and specifications and acceptance of the Project construction contract by City, City will accept control and maintain, at its own cost and expense, the Project. County shall have no responsibility for the portions of the Project lying within the limits of City beyond a one-year construction guarantee period.
- d. *Insurance; Repair and replacement.* City agrees to insure or self-insure the Project facilities after conveyance to City and to repair or replace the Project if damaged or destroyed.
- e. *Ownership of Installed Materials, Equipment and Appurtenances.* Upon completion of all work under this Agreement, ownership and title to materials, equipment and appurtenances installed within City's right of way will automatically be vested in City. No further agreement will be necessary to transfer ownership.

**15. Events Requiring Amendment of Bond Improvement Ordinance 1997-80.**

- a. If, after a public hearing, the City's governing body determines that events require amendment of the Pima County Ordinance No. 1997-80, City shall notify the County in writing and shall formally request the Pima County Board of Supervisors to hold a public hearing on the necessary bond ordinance amendment.
- b. City's Bond Ordinance amendment request shall contain all of the following; 1) a detailed discussion of the modification requested; ii) an explanation of the reasons for the request; iii) an indication of any related adjustments in the cost of the Project resulting from the modification; and iv) a request that the Board of Supervisors schedule a public hearing on the matter.
- c. Following the public hearing, the Board may approve an amendment of the Bond Ordinance and a corresponding amendment to this Agreement.

**16. Federal Treasury Regulations.** City acknowledges that County manages the expenditures of bond proceeds in order to qualify for a spending exception to the arbitrage rebate requirements of Sections 148 through 150 of the Internal Revenue Code of 1986 and the related regulations found in 26 CFR Part I, §§1.148 through 1.150 as may be modified from time to time (such statutes and regulations hereinafter referred to as the "Tax Exempt Bond Rules"). City further acknowledges that arbitrage rebate is affected by both the use of bond proceeds and by the timing of bond related expenditures. Notwithstanding any other provision of this Agreement, County may, in County's sole discretion, either (i) reallocate Project funds to other projects funded with County bonds, or (ii) terminate this Agreement if, in County's sole determination, such reallocation or termination is necessary or advantageous to the County under the Tax Exempt Bond Rules either (a) to qualify for a spending exception to the arbitrage rebate requirements, (b) to reduce the amount of any potential arbitrage rebate or penalty, or (c) to manage the County's bond proceeds.

**17. Effective Date and Term**

- a. This Agreement shall be effective on the date it is signed by the last Party to sign this Agreement.
- b. This Agreement shall remain in effect through completion of the Project, its acceptance by City, and completion of all payments required under this Agreement.

**18. Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the County or City.

**19. No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to create any partnership, joint venture or employer-employee relationship between the Parties. No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party as a result of this Agreement, including (without limitation) any Party's obligation to withhold Social Security and income taxes for itself or its employees.

**20. No Third-Party Beneficiaries.** This Agreement shall not create any right to any person or entity as a third-party beneficiary.



21. **Force Majeure.** A Party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term uncontrollable forces shall mean, for the purpose of this Agreement, any cause beyond the control of the Party affected, including but not limited to floods, earthquakes, acts of God, pandemic, or orders of any regulatory government officer or court (excluding orders promulgated by the Party itself), which, by exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid. A Party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

22. **Laws and Regulations.**

- a. *Compliance with Laws.* The Parties shall comply with all federal, state, and local laws, rules, regulations, standards, and Executive Orders, as applicable.
- b. *Licensing.* City shall require its contractors and subcontractors to be adequately insured and appropriately licensed to provide the services hereunder.
- c. *Choice of Law; Venue.* The laws and regulations of the State of Arizona govern the rights and obligations of the Parties hereunder. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

23. **Waiver.** Waiver by either Party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

24. **Termination.**

- a. *For cause.* Either Party may terminate this Agreement for material breach of the Agreement by the other Party. Prior to any termination under this paragraph, the Party allegedly in default shall be given written notice by the other Party of the nature of the alleged default. The Party said to be in default shall have forty-five days to cure the default. If the default is not cured within that time, the other Party may terminate this Agreement. Any such termination shall not relieve a Party from liabilities or costs already incurred under this Agreement.
- b. *A.R.S. § 38-511.* This Agreement may be terminated pursuant to A.R.S. § 38-511 in certain instances involving a conflict of interest.
- c. *Non-appropriation.* It is acknowledged that, notwithstanding any other provision contained herein, this Agreement may be terminated if for any reason the Pima County Board of Supervisors or the City of Tucson Mayor and Council fails to appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such termination, the County and the City shall have no further obligation to each other, other than for payment for services rendered prior thereto.
- d. *Ownership of property upon termination.* Any termination of this Agreement shall not relieve a Party from liabilities or costs already incurred under this Agreement, nor affect any ownership of the Project constructed pursuant to this Agreement.

25. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnatee) from and against any and all claims, losses, liability, costs or expenses (including

reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers. This indemnity will survive the expiration or termination of this Agreement.

26. **Insurance.** Each Party warrants that it maintains self-insurance or other insurance covering that Party's liability regarding the Project.
27. **Books and Records.** Each Party shall keep and maintain proper and complete books, records, and accounts, which shall be open for inspection and audit by duly authorized representatives of the other Party at all reasonable times. All design and construction drawings, records, documentation, and correspondence shall be the property of the City at the completion of the Project, except copies maintained by County for its records.
28. **Inspection and Audit of Records.** The appropriate designated representatives of a Party may perform any inspection of the Project or reasonable audit of any books or records of the other Party to satisfy itself that the monies on the Project have been spent and the Project operated and maintained in accordance with this Agreement.
29. **Severability.** In the event that any provision of this Agreement or the application thereof is held invalid, such invalidity shall have no effect on other provisions and their application, which can be given effect without the invalid provision, or application, and to this extent the provisions of the Agreement are severable.
30. **Notification.** All notices or demands upon a Party to this Agreement shall be in writing, unless other forms are specifically authorized by this Agreement, and shall be delivered in person or sent by mail addressed as follows:

**City of Tucson:**

Diana Alarcon, CAPP, Director  
Department of Transportation & Mobility  
201 N. Stone Ave., 6<sup>th</sup> Floor  
Tucson, Arizona 85701

**Pima County:**

Ana Olivares, P.E., Director  
Pima County Department of Transportation  
201 N. Stone, 4<sup>th</sup> Floor  
Tucson, Arizona 85701

Notices shall be deemed delivered and received on the date of delivery, if delivered in person, or on the third business day after mailing, if delivered by any form of mail.

Any Party may, by written notice to the other Party, designate another address or person for receipt of notices under this Agreement.

In WITNESS WHEREOF, the County has caused this Agreement to be executed by the Chairman of its Board of Supervisors and attested to by the Clerk of the Board and the City has caused this agreement to be executed by the Mayor and attested to by the City Clerk.

**PIMA COUNTY**

\_\_\_\_\_  
Chair, Board of Supervisors

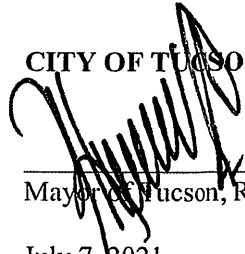
\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Clerk of the Board


\_\_\_\_\_  
Date

**CITY OF TUCSON**

  
\_\_\_\_\_  
Mayor of Tucson, Regina Romero

July 7, 2021  
Date


ATTEST:

  
\_\_\_\_\_  
City Clerk, Roger W. Randolph

July 7, 2021  
Date

**Attorney Certification**

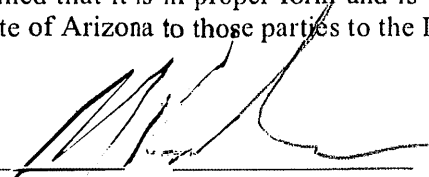
The foregoing IGA by and between Pima County and the City of Tucson has been reviewed pursuant to A.R.S. § 11-952(D) by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the IGA.

  
\_\_\_\_\_  
Deputy County Attorney

Stacey Roseberry

\_\_\_\_\_  
Print Name

8/13/2021  
Date

  
\_\_\_\_\_  
~~Principal Assistant~~ City Attorney

\_\_\_\_\_  
Print Name

July 7, 2021  
Date

In WITNESS WHEREOF, the County has caused this Agreement to be executed by the Chairman of its Board of Supervisors and attested to by the Clerk of the Board and the City has caused this agreement to be executed by the Mayor and attested to by the City Clerk.

**PIMA COUNTY**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Clerk of the Board

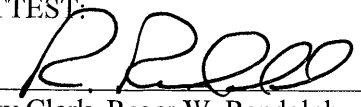
\_\_\_\_\_  
Date

**CITY OF TUCSON**

  
\_\_\_\_\_  
Mayor of Tucson, Regina Romero

July 7, 2021  
Date

ATTEST:

  
\_\_\_\_\_  
City Clerk, Roger W. Randolph

July 7, 2021  
Date

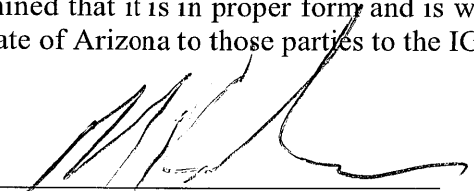
**Attorney Certification**

The foregoing IGA by and between Pima County and the City of Tucson has been reviewed pursuant to A.R.S. § 11-952(D) by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the IGA.

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Principal Assistant City Attorney

\_\_\_\_\_  
Print Name

July 7, 2021  
Date

**PETITION FOR ESTABLISHMENT OF COUNTY HIGHWAY**

Board of Supervisors of Pima County, Arizona:

The City of Tucson, by and through its City Council, respectfully petitions that pursuant to A.R.S. § 28-6701(B) the Board of Supervisors establish and declare as a county highway the road described in the attached Exhibit A.

Attest:

  
\_\_\_\_\_  
City Clerk, Roger W. Randolph

  
\_\_\_\_\_  
Patricia Romero, Mayor

Dated this 7th day of July 2021

## EXHIBIT A

### LEGAL DESCRIPTION

A portion of Sections 17, 18, 19 and 20, Township 14 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

**COMMENCING** at the southwest corner of said Section 17, monumented by a concrete nail in railroad tie from which the west one-quarter of said Section 17 bears N 00°45'24" W (basis of bearing) a distance of 2641.44 feet as monumented by a brass pin in casing;

**THENCE** upon the west line of the southwest one-quarter of said Section 17, N 00°45'24" W a distance of 549.43 feet to the northeasterly right-of-way of Barraza-Aviation Parkway (SR210) access control limits as recorded in ADOT Map Drawing No D-10-T-397;

**THENCE** upon said northeasterly right-of-way, N 54°27'33" W a distance of 1.58 feet to the **POINT OF BEGINNING**;

**THENCE** upon the project limits for 22<sup>nd</sup> Street - C.O.T. Job No. SR5A and Plan No. I-2010-012, all the following courses:

**THENCE** N 34°19'58" E a distance of 71.80 feet;

**THENCE** N 89°14'21" E a distance of 474.15 feet;

**THENCE** S 00°50'26" E a distance of 69.11 feet;

**THENCE** N 89°13'06" E a distance of 39.94 feet to a point on an arc of a non-tangent curve, concave northeasterly, a radial line of said curve through said point having a bearing of S 66°19'17" W;

**THENCE** southeasterly upon the arc of said curve, to the left, having a radius of 354.51 feet and a central angle of 07°14'26" for an arc length of 44.80 feet;

**THENCE** S 00°45'29" E a distance of 203.00 feet;

**THENCE** N 89°14'31" E a distance of 220.00 feet;

**THENCE** S 00°45'29" E a distance of 53.00 feet;

**THENCE** S 45°45'29" E a distance of 47.54 feet;

**THENCE** S 80°03'24" E a distance of 243.84 feet;

**THENCE** S 89°51'09" E a distance of 221.22 feet to the west right-of-way of Plumer Avenue as recorded in Docket 74, Page 285;

**THENCE** upon said west right-of-way, N 00°40'33" W a distance of 92.59 feet;

**THENCE** S 89°59'23" E a distance of 60.03 feet to the east right-of-way of Plumer Avenue;

**THENCE** upon said east right-of-way, S 00°40'33" E a distance of 77.03 feet to the north line of the 20-foot alley of Blocks 60-62 of Country Club Manor as recorded in Book 5 of Maps and Plats at Page 44;

**THENCE** upon said north line, N 89°23'57" E a distance of 1250.74 feet to the southeast corner of said Block 62, being common with the west right-of-way of Tucson Boulevard;

**THENCE** S 00°38'29" E a distance of 108.11 feet;

**THENCE** N 89°56'13" E a distance of 80.05 feet to the east right-of-way of Tucson Boulevard as recorded in C.O.T. Right-of-Way Plan No. R-66-001, lying on the arc of a non-tangent curve, concave northeasterly, a radial line of said curve through said point having a bearing of S 89°20'13" W;

**THENCE** upon said east right-of-way, southeasterly upon the arc of said curve, to the left, having a radius of 25.00 feet and a central angle of 89°29'00" for an arc length of 39.04 feet to the north right-of-way of 22ND Street;

**THENCE** S 00°07'38" W a distance of 145.01 feet;

**THENCE** S 88°50'14" W a distance of 69.49 feet;

**THENCE** S 00°53'24" E a distance of 84.47 feet;

**THENCE** S 89°35'22" W a distance of 22.92 feet to the south line of the 20-foot alley of Blocks D and C of Parkway Terrace as recorded in Book 5 of Maps and Plats at Page 78;

**THENCE** upon said south line, S 89°09'55" W a distance of 810.30 feet to the east right-of-way of Wilson Avenue as recorded in said Book 5 of Maps and Plats at Page 78;

**THENCE** upon said east right-of-way, S 00°51'10" E a distance of 124.84 feet;

**THENCE** S 36°03'21" W a distance of 128.58 feet to the southeasterly right-of-way of Wilson Avenue;

**THENCE** upon said southeasterly right-of-way, S 35°16'03" W a distance of 126.61 feet;

**THENCE** N 54°43'57" W a distance of 60.00 feet to the northwesterly right-of-way of Wilson Avenue;

**THENCE** upon said northwesterly right-of-way, N 35°16'03" E a distance of 126.61 feet;

**THENCE** N 25°53'49" E a distance of 75.55 feet;

**THENCE** N 89°09'43" E a distance of 31.68 feet to the west right-of-way of Wilson Avenue;

**THENCE** upon said west right-of-way, N 00°51'10" W a distance of 124.83 feet;

**THENCE** S 89°09'42" W a distance of 228.06 feet;

**THENCE** S 00°50'18" E a distance of 38.30 feet;

**THENCE** S 79°33'10" W a distance of 40.14 feet;

**THENCE** S 35°15'45" W a distance of 125.00 feet;

**THENCE** S 34°43'45" W a distance of 104.33 feet;

**THENCE** N 59°56'11" W a distance of 318.09 feet;

**THENCE** N 54°37'37" W a distance of 321.01 feet;

**THENCE** S 89°34'28" W a distance of 774.68 feet to the east right-of-way of Campbell Avenue;

**THENCE** upon said east right-of-way, S 01°01'58" E a distance of 182.55 feet;

**THENCE** N 88°58'02" E a distance of 247.13 feet;

**THENCE** S 01°01'58" E a distance of 80.70 feet;

**THENCE** S 88°59'53" W a distance of 327.15 feet to the west right-of-way of Campbell Avenue;

**THENCE** upon said west right-of-way, N 01°02'18" W a distance of 242.17 feet;

**THENCE** S 89°45'53" W a distance of 114.90 feet;

**THENCE** S 00°31'12" E a distance of 1.00 feet;

**THENCE** S 73°44'03" W a distance of 14.47 feet;



**THENCE** S 89°47'06" W a distance of 18.07 feet;

**THENCE** N 00°12'54" W a distance of 5.05 feet;

**THENCE** S 89°48'30" W a distance of 32.50 feet;

**THENCE** S 00°12'54" E a distance of 5.06 feet;

**THENCE** S 89°47'06" W a distance of 32.00 feet;

**THENCE** N 00°12'54" W a distance of 4.98 feet;

**THENCE** S 89°46'50" W a distance of 35.24 feet;

**THENCE** S 00°12'54" E a distance of 10.00 feet;

**THENCE** S 89°47'52" W a distance of 61.00 feet;

**THENCE** N 00°12'54" W a distance of 10.00 feet;

**THENCE** S 89°47'11" W a distance of 191.36 feet to a point on the arc of a non-tangent curve concave southeasterly, a radial line of said curve through said point having a bearing of N 01°24'20" W;

**THENCE** southwesterly upon the arc of said curve, to the left, having a radius of 25.00 feet and a central angle of 88°07'58" for an arc length of 38.46 feet to the east right-of-way of Neff Street;

**THENCE** upon said east right-of-way, S 00°48'55" E a distance of 28.73 feet;

**THENCE** S 89°01'45" W a distance of 49.98 feet to the west right-of-way of Neff Street;

**THENCE** upon said west right-of-way, N 00°48'39" W a distance of 14.52 feet to a point of curvature of a tangent curve concave southwesterly;

**THENCE** northwesterly upon the arc of said curve, to the left, having a radius of 40.00 feet and a central angle of 73°48'14" for an arc length of 51.52 feet;

**THENCE** N 90°00'00" W a distance of 56.97 feet;

**THENCE** S 00°13'25" E a distance of 8.75 feet;

**THENCE** S 89°46'35" W a distance of 67.30 feet;

**THENCE** S 00°25'03" W a distance of 12.60 feet;

THENCE N 89°20'35" W a distance of 50.00 feet;  
 THENCE N 00°53'46" E a distance of 11.82 feet to the south right-of-way of 22ND Street;  
 THENCE upon said south right-of-way, S 89°45'57" W a distance of 232.09 feet;  
 THENCE continue upon said south right-of-way, N 00°14'40" W a distance of 10.00 feet;  
 THENCE continue upon said south right-of-way, S 89°46'06" W a distance of 153.75 feet;  
 THENCE N 00°50'23" W a distance of 155.38 feet to the north right-of-way of 22ND Street;  
 THENCE upon said north right-of-way, N 89°09'37" E a distance of 72.18 feet;  
 THENCE N 00°26'29" W a distance of 7.96 feet;  
 THENCE N 89°04'47" E a distance of 91.90 feet;  
 THENCE S 00°53'11" E a distance of 19.42 feet;  
 THENCE N 89°06'11" E a distance of 32.32 feet;  
 THENCE N 00°53'49" W a distance of 1.04 feet;  
 THENCE N 89°05'36" E a distance of 120.71 feet;  
 THENCE N 00°20'08" W a distance of 15.00 feet;  
 THENCE N 89°20'12" E a distance of 1.01 feet to the west right-of-way of Warren Avenue;  
 THENCE upon said west right-of-way, N 00°45'30" W a distance of 356.84 feet;  
 THENCE N 89°31'58" E a distance of 85.24 feet;  
 THENCE S 22°47'42" W a distance of 12.62 feet;  
 THENCE S 00°12'37" E a distance of 31.92 feet to the east right-of-way of Warren Avenue;  
 THENCE upon said east right-of-way, S 00°45'13" E a distance of 282.24 feet;  
 THENCE N 89°07'04" E a distance of 506.30 feet;  
 THENCE N 35°16'12" E a distance of 35.08 feet;

**THENCE N 34°19'58" E a distance of 497.20 feet to the POINT OF BEGINNING.**

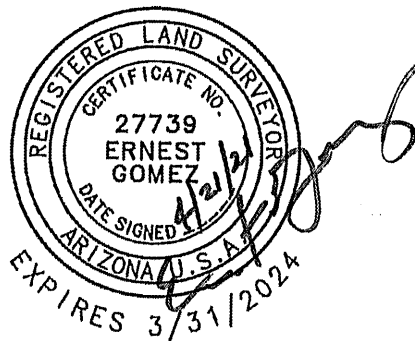
**EXCLUDING** Barraza Aviation Parkway (SR 210) ADOT access control limits as recorded in Docket 11721, Page 54, records of Pima County, Arizona and shown in ADOT Map Drawing No. D-10-T-397.

Total 22ND Street Project Limits, Excluding ADOT access control limits contains an area of 27.65 acres, more or less.

**See Exhibits B-1 & B-2 attached hereto and made a part hereof.**

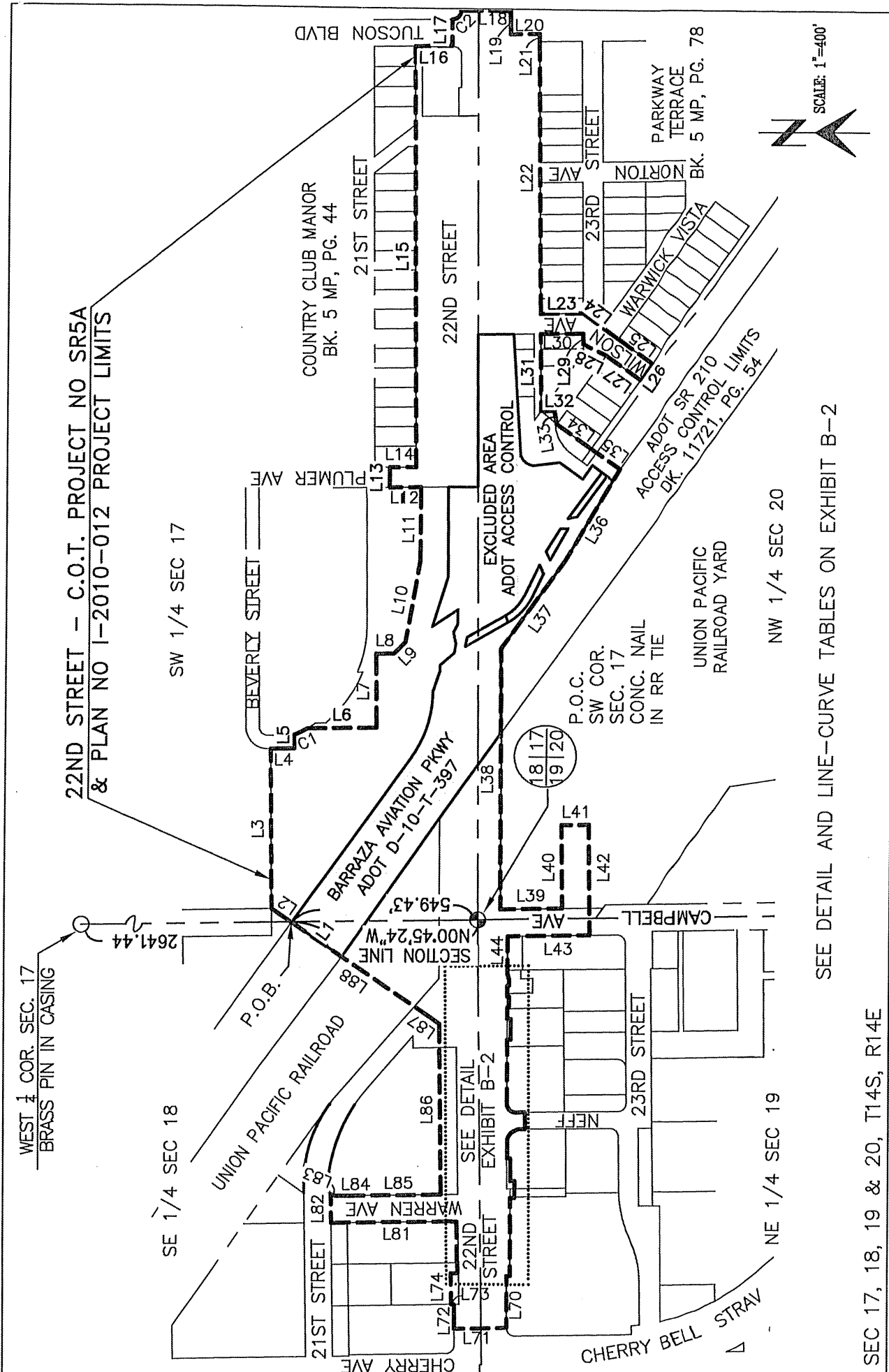
Prepared By:  
Psomas

April 21, 2021  
Project No.7AEC090101

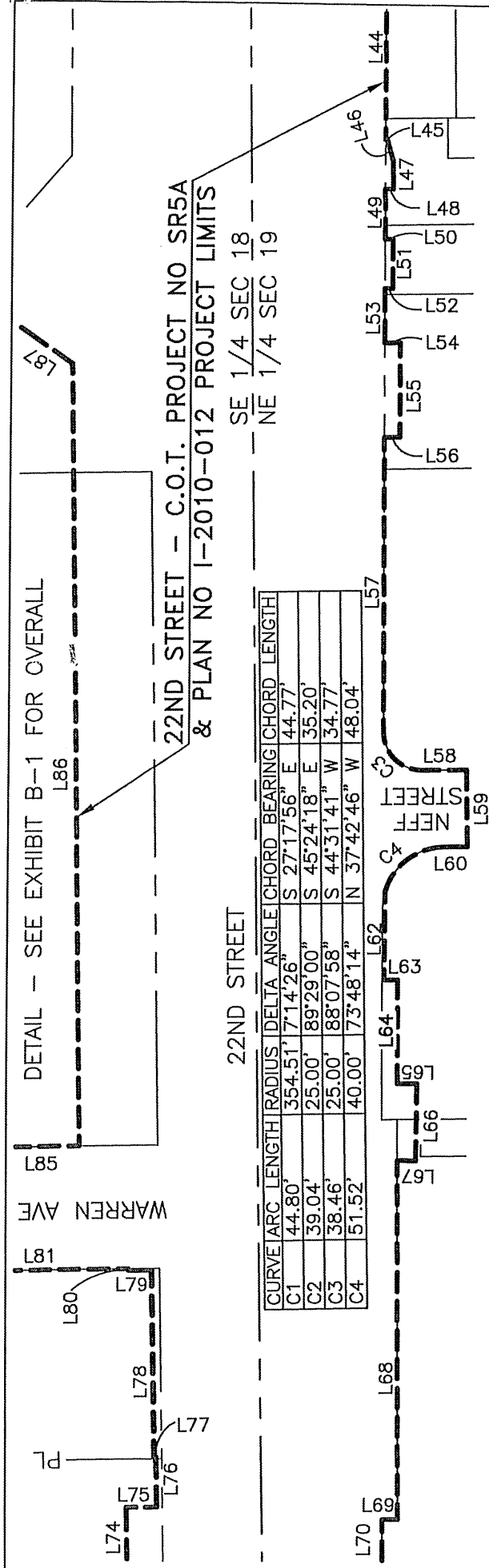


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Ernest Gomez, AZ. R.L.S. 27739



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|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| <p>City of Tucson, Arizona<br/>ENGINEERING DIVISION <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">7/8</span></p> <p>EXHIBIT B-1</p> | <p>22ND STREET PROJECT LIMITS<br/>EXCLUDING AREA WITHIN ADOT ACCESS CONTROL<br/>LIMITS SHOWN IN ADOT DRAWING NO. D-10-T-397,<br/>BEING A PORTION OF SECTIONS 17, 18, 19 &amp; 20,<br/>T-14-S, R-14-E, GILA &amp; SALT RIVER MERIDIAN,<br/>PIMA COUNTY, ARIZONA, CITY OF TUCSON</p> | <p>Drawn: APRIL 21, 2021</p> <p>Scale: 1"=400'</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|

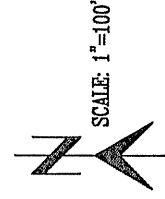


| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N 54°27'33" W | 1.58'    |
| L2   | N 34°19'58" E | 71.80'   |
| L3   | N 89°14'21" E | 474.15'  |
| L4   | S 00°50'26" E | 69.11'   |
| L5   | N 89°13'06" E | 39.94'   |
| L6   | S 00°45'29" E | 203.00'  |
| L7   | N 89°14'31" E | 220.00'  |
| L8   | S 00°45'29" E | 53.00'   |
| L9   | S 45°45'29" E | 47.54'   |
| L10  | S 80°03'24" E | 243.84'  |
| L11  | S 89°51'09" E | 221.22'  |
| L12  | N 00°40'33" W | 92.59'   |
| L13  | S 89°59'23" E | 60.03'   |
| L14  | S 00°40'33" E | 77.03'   |
| L15  | N 89°23'57" E | 1250.74' |
| L16  | S 00°38'29" E | 108.11'  |
| L17  | N 89°56'13" E | 80.05'   |
| L18  | S 00°07'38" W | 145.01'  |
| L19  | S 88°50'14" W | 69.49'   |
| L20  | S 00°53'24" E | 84.47'   |
| L21  | S 89°35'22" W | 22.92'   |
| L22  | S 89°09'55" W | 810.30'  |
| L23  | S 00°51'10" E | 124.84'  |
| L24  | S 36°03'21" W | 128.58'  |

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L25  | S 35°16'03" W | 126.61'  |
| L26  | N 54°43'57" W | 60.00'   |
| L27  | N 35°16'03" E | 126.61'  |
| L28  | N 25°53'49" E | 75.55'   |
| L29  | N 89°09'43" E | 31.68'   |
| L30  | N 00°51'10" W | 124.83'  |
| L31  | S 89°09'42" W | 228.06'  |
| L32  | S 00°50'18" E | 38.30'   |
| L33  | S 79°33'10" W | 40.14'   |
| L34  | S 35°15'45" W | 125.00'  |
| L35  | S 34°43'45" W | 104.33'  |
| L36  | N 59°56'11" W | 318.09'  |
| L37  | N 54°37'37" W | 321.01'  |
| L38  | S 89°34'28" W | 774.68'  |
| L39  | S 01°01'58" E | 182.55'  |
| L40  | N 88°58'02" E | 247.13'  |
| L41  | S 01°01'58" E | 80.70'   |
| L42  | S 88°59'53" W | 327.15'  |
| L43  | N 01°02'18" W | 242.17'  |
| L44  | S 89°45'53" W | 114.90'  |
| L45  | S 00°31'12" E | 1.00'    |
| L46  | S 73°44'03" W | 14.47'   |
| L47  | S 89°47'06" W | 18.07'   |
| L48  | N 00°12'54" W | 5.05'    |

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L49  | S 89°48'30" W | 32.50'   |
| L50  | S 00°12'54" E | 5.06'    |
| L51  | S 89°47'06" W | 32.00'   |
| L52  | N 00°12'54" W | 4.98'    |
| L53  | S 89°46'50" W | 35.24'   |
| L54  | S 00°12'54" E | 10.00'   |
| L55  | S 89°47'52" W | 61.00'   |
| L56  | N 00°12'54" W | 10.00'   |
| L57  | S 89°47'11" W | 191.36'  |
| L58  | S 00°48'55" E | 28.73'   |
| L59  | S 89°01'45" W | 49.98'   |
| L60  | N 00°48'39" W | 14.52'   |
| L61  | NOT USED      |          |
| L62  | N 90°00'00" W | 56.97'   |
| L63  | S 00°13'25" E | 8.75'    |
| L64  | S 89°46'35" W | 67.30'   |
| L65  | S 00°25'03" W | 12.60'   |
| L66  | N 89°20'35" W | 50.00'   |
| L67  | N 00°53'46" E | 11.82'   |
| L68  | S 89°45'57" W | 232.09'  |
| L69  | N 00°14'40" W | 10.00'   |
| L70  | S 89°46'06" W | 153.75'  |
| L71  | N 00°50'23" W | 155.38'  |
| L72  | N 89°09'37" E | 72.18'   |

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L73  | N 00°26'29" W | 7.96'    |
| L74  | N 89°04'47" E | 91.90'   |
| L75  | S 00°53'11" E | 19.42'   |
| L76  | N 89°06'11" E | 32.32'   |
| L77  | N 00°53'49" W | 1.04'    |
| L78  | N 89°05'36" E | 120.71'  |
| L79  | N 00°20'08" W | 15.00'   |
| L80  | N 89°20'12" E | 1.01'    |
| L81  | N 00°45'30" W | 356.84'  |
| L82  | N 89°31'58" E | 85.24'   |
| L83  | S 22°47'42" W | 12.62'   |
| L84  | S 00°12'37" E | 31.92'   |
| L85  | S 00°45'13" E | 282.24'  |
| L86  | N 89°07'04" E | 506.30'  |
| L87  | N 35°16'12" E | 35.08'   |
| L88  | N 34°19'58" E | 497.20'  |



Drawn: APRIL 21, 2021

Scale: 1"=100'

22ND STREET PROJECT LIMITS  
A PORTION OF SECTIONS 17, 18, 19 & 20,  
T-14-S, R-14-E, GILA & SALT RIVER MERIDIAN,  
PIMA COUNTY, ARIZONA, CITY OF TUCSON

City of Tucson, Arizona  
ENGINEERING DIVISION 8/8

EXHIBIT B-2