



City Council Staff Report

Date:

November 1, 2023

REQUEST

For discussion only.

Applicant:

Mapleton City Public Works

Location:

Citywide

Prepared By:

Rob Hunter, City Engineer/
Public Works Director

Public Hearing:

No

Attachments:

Draft Transfer Agreement
Map of Proposed Sidewalk

BACKGROUND & DESCRIPTION

Mapleton City has been in ongoing discussions with UDOT to transfer 3 miles of State Route 147 from UDOT jurisdiction to Mapleton City jurisdiction:

- Maple Street from US 89 to Main Street
- Main Street from Maple Street to 1600 South
- 1600 South from US 89 to Main Street
-

For Mapleton City, the cons of the jurisdictional transfer include taking over ongoing pavement maintenance costs, and a majority of SR-147 not being fully improved or even having the right-of-way for improvements.

The main reason for the City to take jurisdiction is that the City would have autonomy over utility improvements, street connections, parking and lane configurations, speed limits, etc. This section of SR-147 also serves no regional purpose for connectivity, and therefore no longer makes sense to remain under state control.

UDOT also has no immediate or even long-term improvements planned for this section of SR-147, since it does not rank high on regional importance. Therefore, leaving it under UDOT control is unlikely to result in UDOT-funded improvement projects. The likely best case scenario is that Mapleton could secure UDOT grant funding through existing UDOT grant programs to complete curb & gutter and sidewalk near Mapleton Elementary School.

EVALUATION

The longterm benefit of autonomy over these road sections is significant enough that City staff has continuously recommended we work towards this jurisdictional transfer. UDOT Region 3 leadership has agreed to include giving Mapleton \$850,000 for a planned 2028 micro-surface treatment, the next pavement preservation project planned for these roads. Public Works is recommending we also request \$1,000,000 in funding for right-of-way, curb & gutter, and sidewalk improvements needed to fill multiple gaps in the sidewalk within ½ mile of Mapleton Elementary School (see attached map). Public Works will bring a future finalized jurisdictional transfer agreement to the City Council for approval once negotiations have been finalized with UDOT Region 3, and the jurisdictional transfer and any associated funding will need to be approved through the State Legislature.

RECOMMENDATION

For discussion only.

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COOPERATIVE MAINTENANCE AND TRANSFER AGREEMENT
Transfer of SR-147 to **MAPLETON CITY** Jurisdiction

COOPERATIVE
MAINTENANCE AND JURISDICTION TRANSFER AGREEMENT

THIS **COOPERATIVE MAINTENANCE AND JURISDICTION TRANSFER AGREEMENT** ("**Agreement**"), is made and entered into this _____ day of _____, 2022 by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, an agency of the State of Utah, hereinafter referred to as "**UDOT**", and **MAPLETON CITY**, a municipal corporation of the State of Utah, hereinafter referred to as "**MAPLETON**."

RECITALS

WHEREAS UDOT desires to transfer ownership and full jurisdiction of SR-147 (1600 South, Main Street and Maple Street) east of US-89 beginning at SR-147 mile post 15.16 (US-89/1600 South) and ending at the junction of US-89 milepost 18.17 (State Street), approximate length 3.01 +/- miles to **MAPLETON** (the "Road Segment"); and

WHEREAS UDOT invested in the corridor from MP 17.13 to MP 18.17 in 2021 by placing a 1.5 inch mill/overlay with an estimated value of \$1,000,000. **UDOT** also invested in the corridor with a 4 inch mill/overlay from MP 15.16 to 17.17 in 2016 with an estimated value of \$2,986,301; and

WHEREAS UDOT would need to invest in a micro-surface from MP 15.16 to MP 18.17 in 2028 with an estimated values of \$850,000 and has planned that funding; and

WHEREAS UDOT obtained the Road Segment by dedication, and a transfer will occur through an action of the Utah Transportation Commission that will then be recorded with the Utah County Recorder; and

WHEREAS THIS COOPERATIVE AGREEMENT is written to set out the terms and conditions under which the jurisdictional transfer of the Road Segment shall be performed, including but not limited to the maintenance of existing facilities;

NOW THEREFORE, in consideration of the above recitals, which by this reference are incorporated into this Agreement, and the following terms and conditions, it is agreed by and between the parties hereto as follows:

1. **MAPLETON** will assume responsibility for snow removal and roadway maintenance services (sweeping, pavement repair, striping, signing, etc.) for the Road Segment beginning on the date the Transportation Commission adopts the resolution to transfer jurisdiction of the Road Segment to **MAPLETON** as a local street. After that date, **UDOT** will no longer provide snow removal and roadway maintenance services on the Road Segment. All other operations and maintenance responsibilities, construction projects, access and encroachment authority, services, needs, and costs for the Road Segment become the sole responsibility of **MAPLETON** effective upon the date when the parties

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record the resolution of the Utah Transportation Commission with the Utah County Recorder, and **MAPLETON** agrees to assume ownership and all responsibilities associated with the Road Segment as of that date (except as specified in this Agreement).

2. At the time when the parties record the resolution pertaining to the Road Segment, **UDOT** will transfer \$850,000 to **MAPLETON** to cover the costs of UDOT's planned 2028 micro-surface treatment from MP 15.16 to 18.17. **UDOT** will also transfer \$1,000,000 to **MAPLETON** to cover the costs of curb & gutter and sidewalk improvements near Mapleton Elementary School, from MP 16.75 to 17.63.

UDOT will continue to own, operate and maintain the existing traffic signals along the Road Segment. The street lighting at these signalized intersections will continue to be owned and maintained by **MAPLETON** in accordance with Section 72-3-109(1)(f) of the Utah Code, including the street lighting at the top of the signal poles at no cost to **UDOT**. To the extent that they may lawfully do so, each party shall be responsible for the maintenance and liability that may result from their facilities or the operation thereof pursuant to Utah Administrative Rule 918-6. **MAPLETON** agrees to allow **UDOT** full access to maintain the traffic signal system in the future.

3. To the extent it may lawfully do so, **MAPLETON** agrees to indemnify and hold **UDOT** harmless from any responsibility or liability that may result from the negligence or wrongful acts of **MAPLETON** related to **MAPLETON's** installation, operation and/or maintenance activities covered herein. However, **MAPLETON** shall not be obligated to indemnify **UDOT** to the extent that such responsibility or liability arises out of the negligence or wrongful acts of **UDOT**.
4. The parties are governmental entities for purposes of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G, Chapter 7. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. No party waives any defenses otherwise available under the Governmental Immunity Act.
5. In accordance with with 23 CFR Part 620 **MAPLETON** and **UDOT** agree:
 - a. Federal-aid funds may not participate in rehabilitation work performed for the purpose of placing the superseded section of the highway in a condition acceptable to the local authority.
 - b. Immediately following action by **UDOT** approving the relinquishment, **UDOT** shall furnish to the Federal Highway Administration (FHWA) Utah Division Administrator a copy of a suitable map identified by Federal-aid project number, with the facilities to be

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relinquished, the Road Segment, and the date of such relinquishment action clearly delineated thereon.

- c. If it is found at any time after relinquishment that the facility is in fact required for the safe and proper operation of the Federal-aid highway, **UDOT** shall take immediate action to restore such facility to its jurisdiction without cost to Federal-aid highway funds, and **MAPLETON** agrees to make such a transfer and will cooperate with **UDOT**.
 - d. If it is found at any time that a relinquished road or portion thereof or any part of the right-of-way therefor has been abandoned by local governmental authority and a showing cannot be made that such abandoned facility is no longer required as a public road, it is to be understood that the Federal Highway Administrator may cause to be withheld from Federal-aid highway funds due to the State an amount equal to the Federal-aid participation in the abandoned facility. **MAPLETON** agrees to reimburse **UDOT** for any costs incurred from this action and to take any remedial action that may be necessary to address **UDOT's** federal requirements, including, but not limited to, returning the Road Segment to **UDOT**.
 - e. In no case shall any relinquishment include any portion of the right-of-way within the access control lines as shown on the plans for a Federal-aid project approved by the FHWA, without the prior approval of the Federal Highway Administrator.
 - f. There cannot be additional Federal-aid participation in future construction or reconstruction on any relinquished "off the Federal-aid system" facility unless the underlying reason for such future work is caused by future improvement of the associated Federal-aid highway.
6. **Amendment/ Waiver.** No waiver, termination, amendment or other modification of any provision to this Agreement shall be effective unless the same shall be in writing and signed by all Parties, and then such waiver, termination, amendment or modification shall be effective only in the specific instance and for the specific purpose for which it is given.
7. **Further Assurances.** The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist **UDOT** with maintaining compliance with the legal requirements applicable to **UDOT** after receiving a written notice that explains the need for such action.
8. **General Terms.** No part of this Agreement may be waived, whether by a party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the party waiving. Neither party may assign or delegate this Agreement and actions required by it without the other party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be in brought in a court in Salt Lake County, Utah, and **ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL.** Time is of the

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essence. This Agreement shall be construed to enforce its provisions to the fullest extent allowed under applicable law to give effect to the intent of the parties, whether or not any provision of this Agreement is invalidated. All parties negotiated this Agreement and are collectively considered its drafter. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet in good faith in an effort to resolve it. All rights and remedies in this Agreement are cumulative and nonexclusive and do not limit any other rights and remedies of the parties. Nothing in this Agreement shall be construed to limit UDOT's governmental powers and authority. The indemnity provision herein and other terms that by their nature are intended to survive this Agreement's termination shall survive. This Agreement may only be amended in a written document that is signed by an authorized representative of each party. This is the entire agreement of the parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each party warrants that its authorized representative has signed this Agreement with authority to bind such party, which also binds its successors and assigns. This Agreement may be signed in counterparts and signed electronically.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as the day and year first above written.

MAPLETON CITY

Recommended for Approval:

By: _____

Title: _____

Date: _____

Rob Clayton, Region Three Director

Date: _____

ATTEST

By: _____

Title: _____

Date: _____

Ben Huot, Director of Program Development

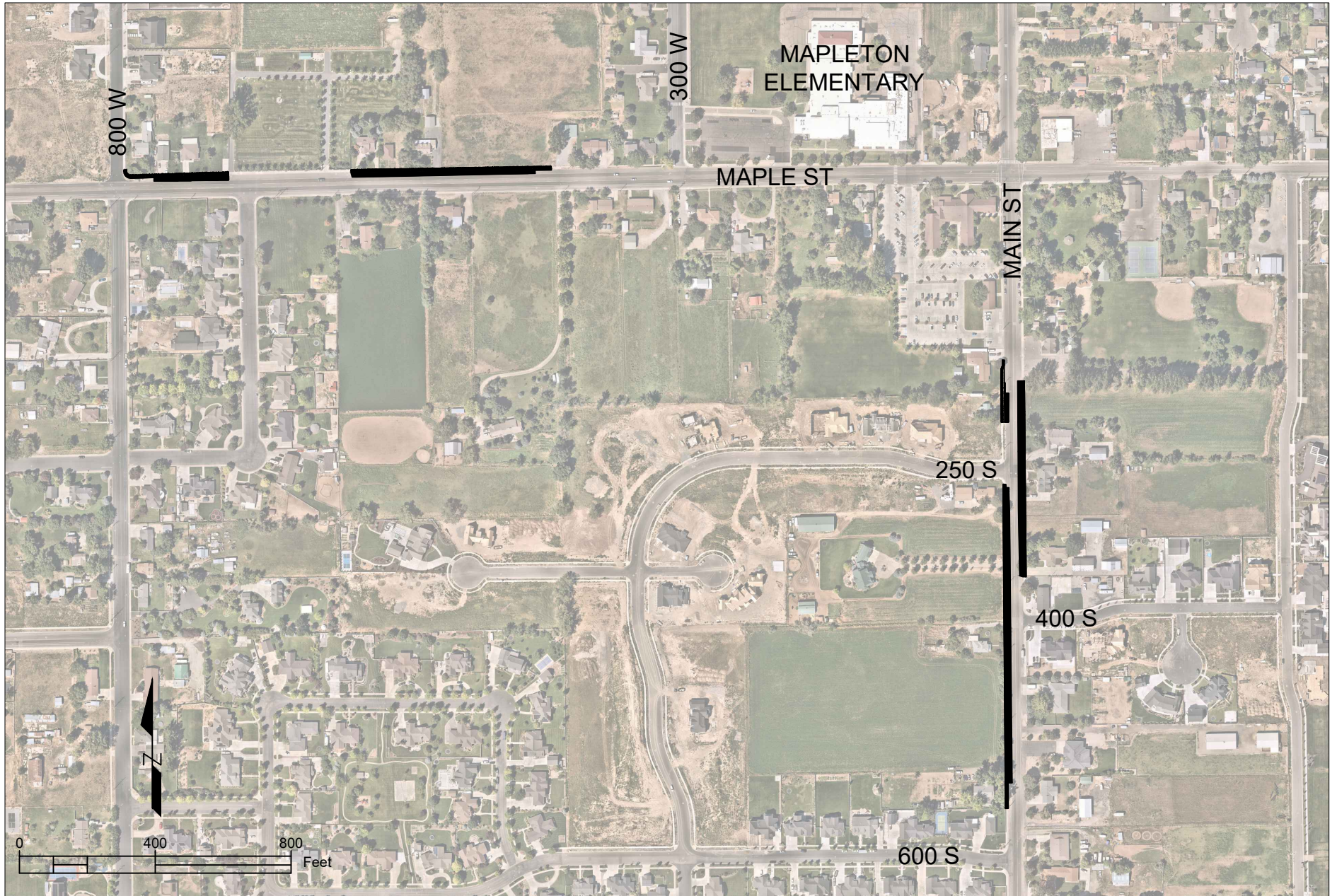
Date: _____

APPROVED:

Carlos Braceras, Executive Director

Date: _____

UTAH DEPARTMENT OF TRANSPORTATION



SR-147 TRANSFER PROPOSED IMPROVEMENT FUNDING

