

REQUEST FOR COUNCIL ACTION

SUBJECT: **Jurisdictional Transfer of Roadways** – Request approval of Cooperative Maintenance Agreement, 7800 South between Redwood Road and Bangerter Highway

SUMMARY: The Utah Transportation Commission has tentatively approved the City's proposal for jurisdictional transfers of portions of 9000 South and 7800 South/New Bingham Highway and the City's proposal for the Utah Department of Transportation (UDOT) to retain ownership of 7800 South between Bangerter Highway and Redwood Road. They have also tentatively agreed to the proposal for the City to provide 'routine maintenance' for 7800 South, between Redwood Road and Bangerter Highway, rather than the City owning this portion of roadway. The purpose of this staff report is to obtain approval of the Cooperative Maintenance Agreement for this portion of roadway.

**FISCAL
IMPACT:**

We estimate the additional maintenance cost to be approximately \$3,400 per year. This is estimated using the difference in roads we are transferring to UDOT, the ones we are taking over, and the maintenance of 7800 South, between Redwood Road and Bangerter Highway. Please see Attachment A for additional information regarding the estimate.

STAFF RECOMMENDATION:

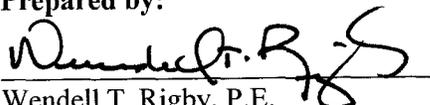
Staff recommends approval of the Cooperative Maintenance Agreement with UDOT 7800 South, between Redwood Road and Bangerter Highway.

MOTION RECOMMENDED:

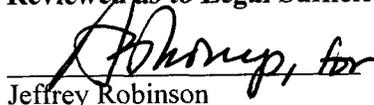
"I move to adopt Resolution No. 15-90 approving and authorizing the Mayor to execute the Cooperative Maintenance Agreement with UDOT for 7800 South, between Redwood Road and Bangerter Highway.

Roll Call vote required.

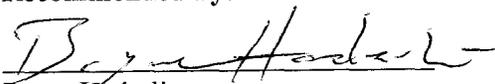
Prepared by:


Wendell T. Rigby, P.E.
Director of Public Works

Reviewed as to Legal Sufficiency


Jeffrey Robinson
City Attorney

Recommended by:


Bryce Haderlie
Interim City Manager

BACKGROUND DISCUSSION:

Based upon direction from the Council, Mayor Pro tem Hansen and City staff made a presentation to the City Council on April 17, 2015, which proposed UDOT accepting 9000 South from Redwood Road to Mountain View Corridor, and the City accepting ownership of 7800 South from Bangerter Highway, to New Bingham Highway, to 5600 West, which then connects into 9000 South. Our proposal was that 7800 South from Redwood Road to Bangerter Highway remain under the ownership of UDOT but that the City would provide certain 'routine maintenance' functions for this piece of roadway.

The Commission tentatively accepted the proposal and directed staff to bring back a Resolution finalizing the transfers along with approval of the attached Cooperative Agreement to their May 21, 2015 Commission meeting. The purpose of this staff report is to obtain the Council's approval of the Cooperative Maintenance Agreement which will then be forward to UDOT for inclusion in their May 21st meeting.

Attachments:

Attachment A – Cost of Maintenance in the Jurisdictional Transfer
Resolution

Cooperative Maintenance Agreement – 7800 South between Redwood Road and
Bangerter Highway

Appendix A

Cost of Maintenance in the Jurisdictional Transfer

Wendell Rigby

From: Justin Stoker
Sent: Thursday, April 23, 2015 9:59 AM
To: Wendell Rigby
Subject: Cost of maintenance in the jurisdictional transfer

With regards to the jurisdictional transfer, I have looked at the anticipated costs that may increase with regards to the transfer.

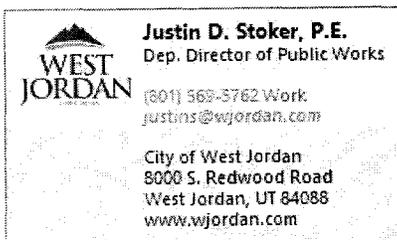
Generally, the services that were provided to 9000 South will be redirected to 7800 South with the new road ownership. However, while the entire ownership of 9000 South will be transferred, a portion of 7800 South between Redwood Road and Bangerter Highway will remain in UDOT ownership. To balance out the transfer, West Jordan is being asked to provide routine maintenance of that portion of 7800 South between Redwood and Bangerter that will remain with UDOT. This includes snow plowing and street sweeping, but not capital expenses related to overlays or slurry seals.

While the city may be transferring a greater length of road to UDOT in 9000 South, West Jordan will pick up an increase in maintenance costs. It has been estimated that West Jordan will be responsible for an additional 0.92 road miles. All streets are four travel lanes, so this equates to 3.67 new lane miles of maintenance. West Jordan currently has 855 lane miles of roads to maintain. The addition will amount to an increase of 0.42%.

Current snow plow budget for the 2014/15 fiscal year is \$578,832. A 0.42% increase would be \$2,707. The current budgeted amount to street sweeping is \$148,139. A 0.42% increase would be \$693. As a total, we could expect from the additional lane miles, if we maintain the current level of service to cost a combined \$3,400.

Let me know if there are any questions or clarification I can look into.

Thanks,
Justin



THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 15-90

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A THE
COOPERATIVE MAINTENANCE AGREEMENT WITH THE UTAH
DEPARTMENT OF TRANSPORTATION AND THE CITY OF WEST
JORDAN FOR 7800 SOUTH, BETWEEN REDWOOD ROAD AND
BANGERTER HIGHWAY**

Whereas, the City Council of the City of West Jordan has reviewed the attached Cooperative Maintenance Agreement between the City of West Jordan and the Utah Department of Transportation (UDOT), (a copy of which is attached as **Exhibit A**) for the maintenance of 7800 South between Redwood Road and Bangerter Highway as part of the jurisdictional transfer of roadways; and

Whereas, the City Council of the City of West Jordan desires to define the terms and conditions of the maintenance of 7800 South between Redwood Road and Bangerter Highway; and

Whereas, the City Council of the City of West Jordan has determined that the attached Cooperative Maintenance Agreement between the City of West Jordan and the UDOT is acceptable.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. After approval as to legal form by the City Attorney, the Mayor is hereby authorized and directed to execute the Cooperative Maintenance Agreement between the City of West Jordan and for the maintenance of 7800 South between Redwood Road and Bangerter Highway.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 13th day of May 2015.

Kim V. Rolfe
Mayor

ATTEST:

MELANIE S. BRIGGS
City Recorder

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Sophie Rice	_____	_____
Ben Southworth	_____	_____
Mayor Kim V. Rolfe	_____	_____

Maintenance of 7800 South between Bangerter Highway and Redwood Road
Cooperative Maintenance Agreement between UDOT
And City of West Jordan

COOPERATIVE
MAINTENANCE AGREEMENT
7800 South between Bangerter Highway and Redwood Road

THIS COOPERATIVE AGREEMENT, made and entered into this _____ day of _____, 2015, by and between the **Utah Department of Transportation**, hereinafter referred to as “**UDOT**” and the **City of West Jordan**, a Municipal Corporation in the State of Utah, hereinafter referred to as the “**City**.”

RECITALS

WHEREAS, the **City** desires to transfer roadway ownership of a portion of 9000 South between 5600 West and Redwood Road, to **UDOT**. **UDOT** will in turn transfer roadway ownership of a portion of SR-48 from the intersection of 9000 South and 5600 West to Bangerter Highway to the **City**; and

WHEREAS, the parties desire to share maintenance responsibility for a portion of 7800 South within the **City** between Bangerter Highway and Redwood Road.

This Agreement is made to define the terms and conditions for maintenance responsibilities between the parties.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The **City** will hereafter in perpetuity maintain at no cost to **UDOT**, all maintenance responsibilities listed below on 7800 South between Bangerter Highway and Redwood Road as shown in Exhibit A.
 - Snow removal consistent with the existing **UDOT** Snow Removal Policy 06A-42 snow removal standards.
 - Sweeping, debris and litter pickup of street, shoulders and curbs on a regular basis.
 - Graffiti removal from structures within the **UDOT** Right of Way in a timely manner.
 - Normal maintenance responsibilities not outlined herein as defined in Utah Administrative Code R918; Transportation, Operations, Maintenance.
2. **UDOT** will hereafter remain the owner of the real property of 7800 South between Bangerter Highway and Redwood Road and retain all responsibility for construction

Maintenance of 7800 South between Bangerter Highway and Redwood Road
Cooperative Maintenance Agreement between UDOT
And City of West Jordan

projects, access and encroachment authority within Agreement boundaries.

3. The **City** will conform to **UDOT's** Traffic Control procedures and standards contained in the current Manual on Uniform Traffic Control Devices when performing work within the Right of Way.
4. The **City** will, prior to its performing any activities outside the scope of this Agreement, obtain a permit for access on **UDOT** Right of Way from **UDOT** Region Two.
5. To the extent it may lawfully do so, the **City** agrees to indemnify and hold **UDOT** harmless from any responsibility or liability that may result from the **City's** installation, operation and/or maintenance activities covered herein.
6. **UDOT** reserves the right to remove any and all landscape improvements from the Right of Way if deemed necessary for safety, roadway widening or other activities. **UDOT** will not be responsible for replacement costs for damage to plant materials, landscaping facilities or aesthetic features.
7. **UDOT** retains the right to periodic inspections of the maintenance responsibilities described herein to ensure safety and proper maintenance practices by the **City**.
8. All terms and conditions contained herein will perpetuate to the benefit of and be binding upon the parties hereto, their successors and assigns based on the action of the Utah Transportation Commission pertaining to the transfer outlined in the recitals above. Termination may only be granted upon written notification from **UDOT** to the **City**.

**Maintenance of 7800 South between Bangerter Highway and Redwood Road
Cooperative Maintenance Agreement between UDOT
And City of West Jordan**

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

ATTEST

City of West Jordan, Municipal Corporation
of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: APPROVED AS TO FORM

West Jordan City Attorney

(IMPRESS SEAL)

By: *[Signature]*

Date: 5-5-15

Recommended For Approval

Utah Department Of Transportation

By: _____

By: _____

Title: District Engineer

Title: Region Two Director

Date: _____

Date: _____

UDOT Comptroller Office

By: _____

Title: Contract Administrator

Date: _____

Legend

- 9000 S
 - SR-48 Transfer
 - SR-48 Retain With Agreement
 - State Route
- 0 0.25 0.5 1 Miles

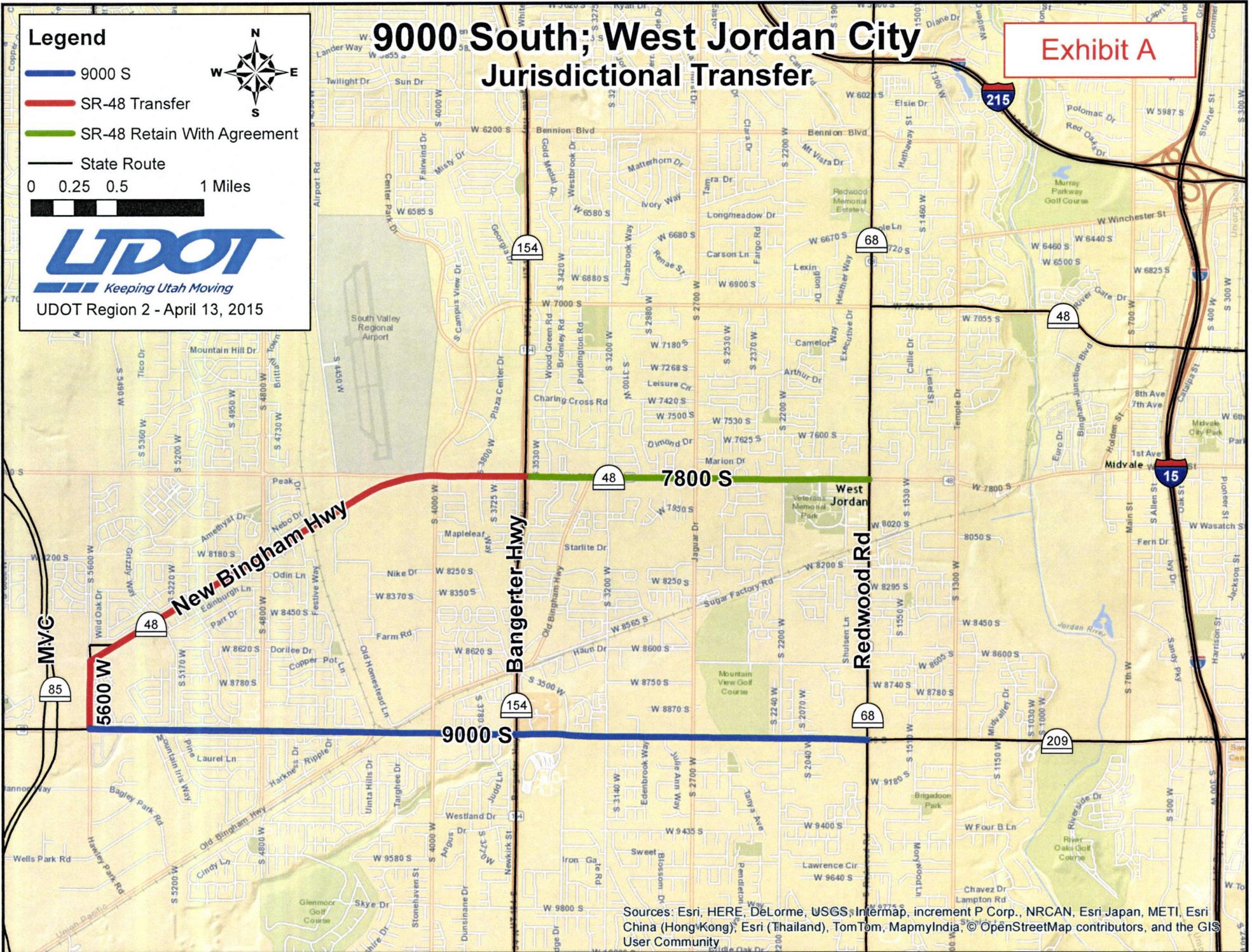


UDOT Region 2 - April 13, 2015



9000 South; West Jordan City Jurisdictional Transfer

Exhibit A



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Resolution

Addition to State Highway System SR-209 Renumber Portion of State Highway SR-48 to SR-209 Transfer Portion of State Highway SR-48 to Local Jurisdiction Maintenance of 7800 South between Redwood Road and Bangerter Highway Salt Lake County

WHEREAS: Section 72-4-102, 72-4-103, of the Utah Code provides for “Additions to or deletions from state highway system – Designation of highway as state highways between sessions”, and

WHEREAS: The City of West Jordan Officials, hereinafter referred to as the “City” have requested the Utah Department of Transportation, hereinafter referred to as “UDOT” to transfer a portion of roadway residing as SR-48 described herein, to be placed under the maintenance and jurisdictional responsibility of the City in contingent on the transfer of a portion of roadway residing as 9000 South Street be placed under the maintenance and jurisdictional responsibility of UDOT, and

WHEREAS: UDOT and the City have entered into a cooperative agreement to define the terms and conditions for maintenance where UDOT and the City agrees to share the responsibility of 7800 south between Bangerter Highway and Redwood Road, and

WHEREAS: in cooperation with the Region Two Director, along with the appropriate staff of the Program Development and Planning Division, reviewing the criteria for state highways and the request of the duly appointed officials of the City, concur with the request to transfer ownership, maintenance and jurisdictional responsibilities to the City, for the transferred roadway described herein, and

WHEREAS: the Region Two Director recommends the renumbering designation of the beginning portion of SR-48 described herein to be numbered as the beginning portion of SR-209. With these actions SR-209 will be described as follows: From the Kennecott gate in Copperton northeasterly to 9000 South; then easterly on 9000 South; then easterly to 9400 South; then easterly to Route 210 near the mouth of Little Cottonwood Canyon. SR-48 will be described as follows: From Route 154 easterly on 7800 South to Route 68 in West Jordan; then beginning again at Route 68 easterly on 7000 South and 7200 South to Route 89.

NOW THEREFORE, be it resolved as follows:

1. A portion of roadway known as SR-48 described as follows: From 9000 South Street northerly on 5600 West to New Bingham Highway; easterly on New Bingham Highway to SR-154 (Bangerter Highway), a distance of 3.228 ± miles and depicted in Exhibit “A” be deleted from the State Highway System and placed under the

Addition to State Highway System SR-209
Renumber Portion of State Highway SR-48 to SR-209
Transfer Portion of State Highway SR-48 to Local Jurisdiction
Maintenance of 7800 South between Redwood Road and Bangerter Highway
Salt Lake County

maintenance and jurisdictional responsibility of the City and placed on the Federal Aid System as a portion of Route 2161. This roadway will remain functionally classified as Other Principal Arterial increasing class "C" road funding 3.228 ± miles for the City in which this roadway resides.

2. A portion of roadway known as 9000 South described as follows: From 5600 West easterly on 9000 South to SR-68 (Redwood Road), a distance of 4.484 ± miles and depicted in Exhibit "A" be added to the State Highway System and placed under the maintenance and jurisdictional responsibility of UDOT as a portion of SR-209. This roadway will remain functionally classified as Other Principal Arterial decreasing class "C" road funding 4.484 ± miles in which this roadway resides.
3. A portion of roadway known as SR-48 and described as follows: From the Kennecott gate in Copperton northeasterly to 9000 South; then easterly on 9000 South to 5600 West a distance of 5.213 and depicted in Exhibit "A" will be renumbered and put on the State Highway System as the beginning portion of SR-209.
4. By these actions UDOT and The City of West Jordan also desire to share responsibility for a portion of SR-48 7800 South between Bangerter Highway and Redwood Road and have entered into a Cooperative Maintenance Agreement to define the terms and conditions of maintenance of the aforementioned roadway.
5. The aforementioned transfer and addition of state highway will become effective upon passage by the Utah Transportation Commission.
6. The accompanying letter of agreement from The City of West Jordan, Cooperative Maintenance Agreement between UDOT and The City of West Jordan and map marked Exhibit "A" will be made part of this resolution.

Addition to State Highway System SR-209
Renumber Portion of State Highway SR-48 to SR-209
Transfer Portion of State Highway SR-48 to Local Jurisdiction
Maintenance of 7800 South between Redwood Road and Bangarter Highway
Salt Lake County

Dated on this _____ day of _____ 2015

UTAH TRANSPORTATION COMMISSION

Jeffrey D. Holt, Chairman

J. Kent Millington, Vice-Chairman

Meghan Z. Holbrook, Commissioner

Wayne K. Barlow, Commissioner

Dannie R. McConkie, Commissioner

Naghi Zeenati, Commissioner

Gayle F. McKeachnie Commissioner

Attest:
Secretary _____

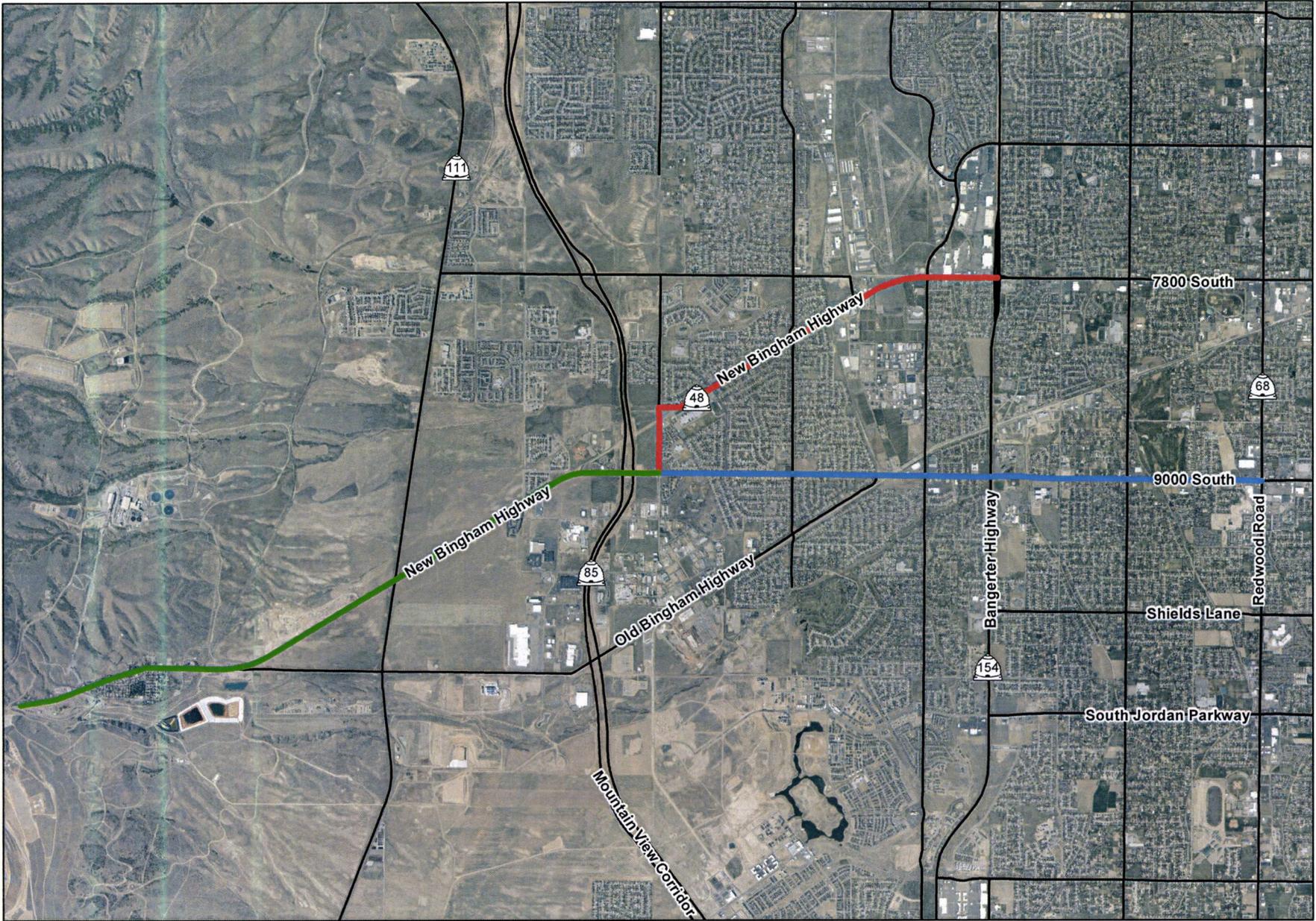


Exhibit 'A'

- Renumbered from SR-48 to SR-209
- Portion of SR-48 Transferred to City of West Jordan
- Transfer to State Jurisdiction as SR-209



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 Utah Administrative Code (Current through April 1, 2015)

■ R918. Transportation, Operations, Maintenance

■ R918-3. Snow Removal.

R918-3. Snow Removal.

R918-3-1. Purpose and Authority.

LATEST VERSION.

The purpose of this rule is to indicate where and when the Utah Department of Transportation will provide snow removal services. This rule is enacted under the general rulemaking authority in Section 72-1-201.

R918-3-2. On State Roads.

LATEST VERSION.

(1) The Utah Department of Transportation will provide snow removal services on the following functional classes of state roads:

(a) Interstate highways

(b) Principal arterials

(c) Minor arterials

(d) Collector roads which meet the following criteria:

(i) where counties or cities provide year round fire, police and emergency services;

(ii) where mail year round delivery is provided;

(iii) where year round water and sanitary services are provided;

and

(iv) where counties or cities request or concur with year round snow removal.

(2) The following state road sections are an exception to paragraph (1) above and shall be closed in the fall when snow depth requires closure, and will not be reopened until spring weather conditions permit.

TABLE 1

SR-35 (Wolf Creek Pass) MP 12.44 to 27.51
SR-39 (Monte Cristo) MP 36.86 to 55.4
SR-65 (Region 2 East Canyon) MP 3.11 to 8.4
SR-65 (Region 1 Big Mountain) MP 8.4 to 13.47
SR-92 (American Fork Canyon/ Alpine Loop) MP 12.63 to 22.40
SR-148 (Cedar Breaks) MP 0.15 to 2.544
SR-150 (Mirror Lake Highway) MP 14.70 to 48.63
SR-153 (Puffer Lake) MP 21.29 to 39.55
SR-190 (Guardsman Pass) MP 17.71 to 21
SR-224 (Wasatch County line to Deer Valley) MP 0.0 to 1.11

(3) Other state road sections may be closed for the winter/or not receive snow removal services, if the Region Director determines that it is not cost effective to provide snow removal services.

(4) The removal of the normal snowfall and windrows on private road approaches, both on and off the highway right-of-way, is a responsibility of the property owner. When clearing these approaches, the property owner shall not push or pile the snow onto the state right-of-way. Within towns and where curb and gutter exist, the normal parking area off the travel lane may be used for snow storage by state forces. If it is desired to remove this snow, it shall be the responsibility of the city, county or the adjacent property owner. The state shall not haul snow off the roadway except where removal by other means is impracticable.

R918-3-3. On State Roads Leading to for-profit Winter Recreational Areas.

LATEST VERSION.

- (1) State roads leading to for-profit winter recreational areas not qualifying above may qualify for weekend and holiday snow removal services. Each for-profit winter recreational area will be evaluated individually.
- (2) To receive weekend and holiday snow removal services, owners or operators of a for-profit winter recreational area shall:
 - (a) request, in writing to the Region Director, weekend and/or holiday snow removal services;
 - (b) provide parking away from the highway for all employees, guests, and users; and
 - (c) clear snow from all winter recreation site parking areas.
- (3) The Region Director may authorize weekend and holiday snow removal services based on UDOT Policy 06A-42, functional classification of the road, and available resources.
- (4) The Region Director may suspend, delay, postpone, accelerate, or terminate weekend and holiday snow removal services based on resource availability, avalanche danger, unusual snowfall accumulation, or other factors determined by the Region Director as presenting unacceptable risk to the traveling public or snow removal personnel.

R918-3-4. Other Than Roadways on the State System.

LATEST VERSION.

- (1) Snow removal service will not be provided for the following, except where provided through written agreement with the Utah Department of Transportation:
 - (a) sidewalks;
 - (b) overhead crosswalk structures;
 - (c) walkways attached to structures;

- (d) driveways;
- (e) parking lots;
- (f) roads not on the state system;
- (g) overhead vehicular structures not on the state system; or
- (h) bike and pedestrian trails.

KEYWORDS

snow removal

DATE OF ENACTMENT OR LAST SUBSTANTIVE AMENDMENT

2012-02-07

NOTICE OF CONTINUATION

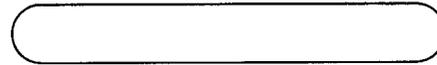
2012-08-01

AUTHORIZING, IMPLEMENTED, OR INTERPRETED LAW

72-1-201, 72-1-205

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 Utah Administrative Code (Current through April 1, 2015)

■ R918. Transportation, Operations, Maintenance

■ R918-4. Using Volunteer Groups and Third Party Contractors for the Adopt-a-Highway and Sponsor-a-Highway Litter Pickup Programs

R918-4. Using Volunteer Groups and Third Party Contractors for the Adopt-a-Highway and Sponsor-a-Highway Litter Pickup Programs

R918-4-1. Purpose and Authority

LATEST VERSION.

The purpose of this rule is to establish a procedure for using volunteer groups and third party contractors for litter pickup and to provide additional resources to increase UDOT's litter control effort at a minimal cost. This program is not operated for the purpose of providing a highway signing program for a free speech forum. This rule is enacted under the general rulemaking authority in Section 72-1-201.

R918-4-2. Application for the Adopt-A-Highway Program

LATEST VERSION.

(1) A group or person who wishes to participate in a program to pick up litter along UDOT right-of-way may apply with the UDOT Region in which the right-of-way is located. The application shall contain, at a minimum, the name of the organization or person, the right-of-way requested, along with alternatives if desired, the name and address of a contact person, and the name of the sponsoring organization requested to be placed on the Recognition Sign.

(2) If the name of an organization is to appear on the sign, the applicant shall submit, with the application, documentation from the state showing the form, status, and official name of the entity. Only the official name of the organization will be printed on the sign.

(3) UDOT also coordinates a program similar to Adopt-A-Highway, known as Sponsor-A-Highway, wherein a private contractor performs the actual litter pickup on behalf of local businesses or other entities ("sponsors") in return for a sponsorship fee. The sponsoring entity is recognized with a sign. A business, government entity, group, or person who wishes to participate in the Sponsor-A-Highway program may apply to the contractor. The contractor shall submit the name of the entity, sponsorship segment, and proposed Sponsor-A-Highway sign rendering to UDOT for approval.

R918-4-3. Conditions of Adopt-A-Highway Participation

LATEST VERSION.

If the Adopt-A-Highway application is granted, UDOT shall notify the applicant's contact person in writing and promptly send to him or her a contract that sets forth the following basic conditions:

- (1) the location of the right-of-way;
- (2) a hold harmless agreement, waiver of liability, and indemnification for third-party claims;
- (3) safety rules;
- (4) information concerning safety apparel that must be used and that is recommended;
- (5) the name of the entity or organization that is applying for the permit;
- (6) an explanation of the condition in which UDOT expects the applicant to keep the roadway and notification that the decision whether or not the applicant has done so is solely within UDOT's discretion;

(7) notification of reasons for termination, which include failure to comply with any part of the agreement, fraud in the application, failure to follow safety requirements or commands;

(8) a date when the agreement will terminate, along with any automatic renewal provisions;

(9) volunteer groups shall provide a responsible supervisor to properly control the activities of the group, with the expertise and degree of supervision to be decided by UDOT;

(10) no person under the age of eleven years may participate in the litter pick-up program or be on the right-of-way;

(11) volunteers shall accept and receive safety instructions by the Region Safety/Risk Manager, or designee;

(12) volunteers shall stay off the traveled area of the roadway, except when traveled area must be crossed, with any crossing being done by the entire group together along with the signing, flagging, or supervision directed by the Region Safety/Risk Manager or designee;

(13) volunteers shall stay off the traveled areas of Interstate Routes, Freeways, and divided highways at all times, except when crossing in the manner specified in paragraph (12);

(14) in areas where the Region Director or Safety/Risk Manager or Traffic Engineer believes it appropriate, the applicant shall use advance warning signs;

(15) work shall be done during daylight hours;

(16) such other information as UDOT believes may be required to adequately advise the applicant of its responsibilities and provide for the public safety;

(17) clean up the assigned right-of-way at least three times a year as well as when UDOT specifically requests; and

(18) notify the appropriate authorities such as the Health Department or police if they find items that appear suspicious or unsafe, i.e., syringes, drug paraphernalia, or closed containers.

R918-4-4. Conditions of Sponsor-A-Highway Participation

LATEST VERSION.

A business, government entity, group, or person participating in the Sponsor-A-Highway program shall:

- (1) be legally empowered to enter a contract in the state of Utah; and
- (2) use their legal name or a registered DBA name.

R918-4-5. UDOT discretion to allow use of right-of-way

LATEST VERSION.

- (1) Nothing in this rule or other UDOT rule may be construed to require UDOT to make any particular portion of right-of-way available for litter pick up. The decision whether to do so is exclusively within UDOT's discretion. Similarly, the decision to take a route out of the litter pick-up program is also within UDOT's exclusive discretion even if the route is currently available and being used for litter pick-up.
- (2) Should UDOT determine that a route no longer qualifies for participation in the Adopt-a-Highway program, UDOT shall notify the person or organization assigned the route of that determination. The notification constitutes termination of the contract, regardless of how much time is left on the contract.
- (3) UDOT may also terminate a contract at any time if it determines that continuing the contract would be counterproductive to the program's purpose or have undesirable results such as vandalism, increased litter, or would otherwise jeopardize the safety of the participants, the traveling public, or UDOT employees.

R918-4-6. Recognition Signs

LATEST VERSION.

- (1) If the applicant's authorized representative (contact person) signs the contract provided by UDOT, UDOT will place a recognition sign along the route, if all other conditions are met. UDOT will not place either slogans or logos on Adopt-A-Highway signs. The name may be edited to comply with space limitations.

(2) Slogans, DBA names, registered trademarks, and registered service marks may be included on Sponsor-A-Highway signs, subject to UDOT review and approval.

R918-4-7. Replacement of Signs

LATEST VERSION.

(1) Adopt-A-Highway Signs: UDOT will not replace damaged or missing signs unless the damage was due to weather or other natural cause and then only if there is sufficient funding. In no case will UDOT replace a sign more than once every five years.

(2) Sponsor-A-Highway Signs: Sponsor-A-Highway signs remain the property of the Sponsor-A-Highway contractor.

R918-4-8. UDOT's Responsibilities

LATEST VERSION.

UDOT shall:

(1) furnish volunteers with UDOT-standard vests, which, when the contract is terminated shall be returned;

(2) furnish litter bags, which, when filled, shall be placed along the shoulder of the road for collection by UDOT personnel;

(3) furnish advance warning signs in areas where the Region Director, Safety/Risk Manager, or Traffic Engineer believes it appropriate; and

(4) install contractor furnished Sponsor-A-Highway signs at locations designated by the Region Traffic Engineer and maintain the sign base, posts, and mounting hardware.

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 Utah Administrative Code (Current through April 1, 2015)

- R918. Transportation, Operations, Maintenance
 - R918-5. Construction or Improvement of Highway.

R918-5. Construction or Improvement of Highway.

R918-5-1. Authority.

LATEST VERSION.

This rule is required by Section 72-6-107 and is enacted under the authority of Title 63G, Chapter 3, Utah Administrative Rulemaking Act and Section 72-1-201.

R918-5-2. Purpose and Background.

LATEST VERSION.

Section 72-6-107 requires that any construction or improvement project whose estimated cost for labor and materials exceeds the Bid Limit defined in Section 72-6-109 shall be performed under contract awarded to the lowest responsible bidder. Construction or improvement projects with estimated costs for labor and materials lower than that Bid Limit may be performed by force account. That same section also directs the Department to establish a procedure whereby evidence that a region violated that law may be heard, and also directs the Department to establish sanctions for a region found to be in violation. This rule establishes those procedures and sanctions.

R918-5-3. Definitions.

LATEST VERSION.

- (1) "Bid Limit" is the dollar amount set forth in Section 72-6-109.
 - (2) "Department" means the Utah Department of Transportation.
 - (3) "Region" means one of the four regions of the Utah Department of Transportation.
 - (4) "Project" means the performance of a clearly identifiable group of associated road construction activities or the same type of maintenance process, where the construction or maintenance is performed on any one road, within a half-mile proximity and occurs within the same calendar year.
-

R918-5-4. Process to Hear Evidence of Violations.

LATEST VERSION.

- (1) There is established within the Department a "Bid Limit Hearing Board" (the Board), consisting of persons in the following positions:
 - (a) Director of Operations (Chair);
 - (b) Engineer for Construction;
 - (c) Engineer for Maintenance;
 - (d) Director of Project Development;
 - (e) UDOT Internal Auditor;
 - (f) One UDOT Region Director (appointed by the Deputy Director on a case-by-case basis); and
 - (g) Deputy Engineer for Maintenance (Secretary/Recorder, non-voting).
- (2) Any person, corporation, government agency, or UDOT group, having reasonable evidence that a region violated any provision of Section 72-6-107, may request that the Board be convened to hear that evidence, by making a written request/complaint to the Department's Deputy Director.

(3) Upon receiving a complaint of an alleged violation, the Deputy Director shall direct the Board to convene, by notifying the Chair that a complaint has been received.

(4) The Board shall convene no later than 30 days after the Deputy Director receives the complaint.

(5) During the hearing, the complainant shall present objective evidence that the estimated cost of the project for labor and materials exceeded the Bid Limit. The evidence shall include credible cost data to support the allegation. The accused region shall be afforded the opportunity to defend itself against any and all allegations, by presenting credible evidence of its own.

(6) Having heard evidence from both parties, the Board shall privately deliberate on the evidence heard, and return a verdict either supporting the complainant's claim of a violation, or finding the claim unsubstantiated. The verdict shall be based on a simple majority vote. The Board shall then notify the Deputy Director of its verdict and recommendation for sanction.

(7) The Deputy Director, upon receiving the Board's verdict of a violation and recommendation for sanction, shall administer a sanction against the region in violation. The Deputy Director has discretion to administer either the standard sanction outlined in Section R918-5-5, or whatever other corrective action he or she deems appropriate.

R918-5-5. Standard Sanction for Violation.

LATEST VERSION.

The standard sanction for a region found in violation of the provisions of Section 72-6-107 by exceeding the Bid Limit for labor and materials, is a penalty to be taken from that region's Operations budget (commonly known as the "Code 1" budget), and distributed equally among the other three regions. The standard amount of the penalty is the larger of:

(1) the total cost of the project for labor and materials, less the Bid Limit in effect at the time the project began, or

(2) \$100,000.

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 Utah Administrative Code (Current through April 1, 2015)

- R918. Transportation, Operations, Maintenance
 - R918-6. Maintenance Responsibility at Intersections, Overcrossings, and Interchanges between Class A Roads and Class B or Class C Roads.

R918-6. Maintenance Responsibility at Intersections, Overcrossings, and Interchanges between Class A Roads and Class B or Class C Roads.

R918-6-1. Authority.

LATEST VERSION.

Section 72-1-201 assigns to the Utah Department of Transportation general responsibility for the maintenance of the state transportation system, and directs the department to make policy and rules governing the same, in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act. Sections 72-3-102, 72-3-103, and 72-3-104 assign maintenance responsibility for Class A Roads (state roads), Class B Roads (county roads), and Class C Roads (city streets), to the state, counties, and municipalities, respectively. Section 72-1-208 directs the department to cooperate with counties and municipalities in the maintenance of highways and allows the department to provide maintenance services to them under terms mutually agreed upon. Section 72-3-109 delineates the division of responsibilities for state highways within cities and towns. Section 72-6-105 provides that the department may enter into written agreements with counties and municipalities for the maintenance of any highway.

R918-6-2. Purpose and Background.

LATEST VERSION.

(1) The purpose of this rule is to assign maintenance responsibility between the department and the local government entity for roadway and roadside features at the intersection of state and local roads, including grade-separated interchanges, overcrossings, undercrossings, and at-grade intersections.

(2) In general, the department is responsible for the maintenance of all state roads, including roadside features associated with those roads, except as otherwise delineated in state law. Likewise, county and municipal governments are responsible for roads under their jurisdiction. Where state roads intersect with roads under local jurisdiction, confusion sometimes arises regarding the maintenance responsibility for specific features at those locations. This rule is intended to clarify which jurisdiction has responsibility for which elements at those locations, and to address the large majority of such situations. Sometimes, however, unusual circumstances or geometry may render a logical division of responsibilities difficult. In those cases, formal agreements between the parties involved are appropriate and encouraged. The language in this rule was developed to encourage consistency regarding maintenance responsibilities between the department and local government. It is recognized the traveling public may benefit in some cases from deviations from the guidelines set forth in this rule to meet the capabilities and skills available individually at the department's maintenance sheds and/or local road departments. In such cases, Region Directors of the department and local officials should together evaluate the guidelines and deviate from them as necessary and as mutually agreed upon, to meet the needs of a specific situation. Open and frequent communication supported by a written agreement is strongly encouraged.

R918-6-3. Definitions.

LATEST VERSION.

For the purpose of this rule, the following definitions apply.

- (1) "Local road" means any road under the jurisdiction of any public entity other than UDOT. The entity may be a county, a municipality, or an agency of the federal government.
- (2) "Overcrossing" means a grade-separated intersection where no access between the intersecting roadways is provided, and where the state road or interstate highway crosses over the local road.
- (3) "Undercrossing" means a grade-separated intersection where no access between the intersecting roadways is provided, and where the state road or interstate highway crosses under the local road.
- (4) "Grade-separated interchange" means an intersection where the state road or interstate highway and the local road are separated from each other by one or more structures, and where access between the two roads is provided by means of entrance and exit ramps.
- (5) "At-grade intersection" means a surface street intersection that may be signalized or unsignalized, where one or more of the intersecting streets are state routes;
- (6) "Department", or "UDOT", means the Utah Department of Transportation.
- (7) "Full control of access", means access to adjoining land that is designated as no access or limited access by means of the right-of-way instrument.

R918-6-4. General Maintenance Responsibilities.

LATEST VERSION.

- (1) Signal Systems. Maintenance responsibility for all signal systems on state roads, and components that are required for the functionality of those systems, belongs to UDOT. This includes detection and signing on the local legs of the intersection.
- (2) Park Strips, Sidewalks, and Pedestrian Ramps. Maintenance responsibility for park strips and sidewalks, including that portion of pedestrian access ramps behind the curb, belongs to the local government. Replacement and upgrading as part of road improvement projects may be done by UDOT.

(3) Curb and Gutter. Maintenance responsibility for curb and gutter belongs to UDOT for state routes, and to the local government for local routes. UDOT responsibility on the local leg extends to the point of tangency of the curb radius.

(4) Snow Removal. Responsibility for snow removal from the roadway belongs to UDOT for state routes, and to the local government for local routes. UDOT is responsible for snow removal on ramps at interchanges on state routes.

(5) Pavement Maintenance. Responsibility for roadway pavement maintenance belongs to UDOT for state routes, and to the local government for local routes. This includes the pavement surface on or under bridges. For at-grade intersections, UDOT is responsible for pavement maintenance through the intersection, bounded by a line extending to the point of tangency of the edge of oil, or of the curb return if a curb exists, on the local leg. If the geometry of the approach is unusual, such as angled instead of rounded, UDOT responsibility shall extend to a point agreeable to both parties. In no case, however, shall UDOT responsibility extend beyond the right-of-way line. UDOT is responsible for pavement maintenance on ramps at interchanges on state routes.

(6) Traffic Islands. Responsibility for traffic islands belongs to UDOT for state routes, and to the local government for local routes. For at-grade intersections, UDOT is responsible for island maintenance through the intersection. Maintenance responsibility for any landscaping within traffic islands is described in R918-6-4 (15).

(7) Pavement Striping and Messages. Responsibility for pavement striping and marking belongs to UDOT for state routes, and to the local government for local routes. Local jurisdiction responsibility includes stop bars and crosswalks on the local legs of unsignalized intersections. At signalized intersections, UDOT is responsible for stop bars and crosswalks on all legs, and the local government is responsible for lane lines and other markings or messages on the local legs.

(8) Highway Lighting. Responsibility for maintenance, including payment of power bills, repairs and replacement when necessary, of highway lighting is divided as follows.

(a) UDOT is responsible for:

(i) mainline interstate, interchange, and underpass lighting;

- (ii) cross street underpass lighting at interchanges with on/off ramps;
- (iii) sign lighting on state routes or along the interstate corridor;
- (iv) traffic signals on state routes or interstate corridor off ramps;
- (v) un-signalized intersection lighting at on or off ramp intersecting cross street; and
- (vi) signal-attached lighting at non-traditional signalized intersections, such as Diverging Diamond Interchanges (DDI), and Single Point Urban Interchanges (SPUI).

(b) Local government is responsible for:

- (i) street lighting along state routes, other than interstate;
- (ii) cross street underpass lighting where no interchange on or off ramps occur;
- (iii) all decorative lighting requested by the municipality or county including street, bridge, and underpass lighting; and
- (iv) lighting at traditional signalized intersections along state routes.

(9) Signs. Responsibility for signs belongs to UDOT for signs facing traffic on state routes, and to the local government for signs facing traffic on local routes, with the exception that UDOT is responsible for traffic control, route marker, junction, and guide signs associated with a state route but facing traffic on a local route. For STOP and YIELD signs on the local legs of unsignalized intersections, the local government is responsible for initial installation and non-safety critical maintenance such as minor vandalism, graffiti, or leaning, and UDOT is responsible for safety critical maintenance such as replacement of knock-downs. At signalized intersections, UDOT is responsible for signs mounted on the signal mast arm. UDOT will coordinate the installation of signs on local routes with the local agency prior to sign installation. The local government is responsible for street name signs, except those mounted on signal mast arms.

(10) Crash Cushions, Barrier, Etc. Responsibility for crash cushions, barrier, guardrail, and end treatments, belongs to UDOT for those elements protecting traffic on state routes, and to the local government for those protecting traffic on local routes.

(11) Sweeping. Responsibility for roadway sweeping belongs to UDOT for state routes, and to the local government for local routes. UDOT is responsible for sweeping on ramps at interchanges.

(12) Graffiti. Graffiti removal from structures is the responsibility of the entity having the best access to the graffiti. In general, that is the entity having jurisdiction of the road underneath the structure.

(13) Cattle Guards. UDOT provides cattle guards within the rural area of the State at all freeway access points to fully controlled access highways, either on the cross road or the entrance ramps, as necessary to meet the requirements of the particular location. Responsibility for maintenance of these cattle guards belongs to UDOT. Where cattle guards exist along partially controlled access state roads, either across a local road or a private road, responsibility for maintenance of the cattle guard belongs to the local jurisdiction or to the private property owner.

(14) Weed Control. In accordance with Section 72-3-109, responsibility for weed control and mowing behind the curb or beyond the shoulder at at-grade intersections, both signalized and unsignalized, belongs to the local government. On facilities with full control of access, UDOT will be responsible for weed control and mowing to a point that ensures adequate sight distance.

(15) Decorative Landscaping. Responsibility for maintenance of landscaping beyond the baseline described in UDOT Aesthetics Guidelines, including irrigation systems, belongs to the local jurisdiction.

(16) Drainage Facilities such as catch basins, culverts, etc. In general, storm drain systems and culverts will be maintained by the owner of the drainage facility, unless otherwise stipulated in a cooperative agreement. Catch basins and their connector pipes at intersections will be maintained by the entity having jurisdiction for the road.

R918-6-5. Maintenance Responsibility at Overcrossings and at Interchanges where the State Route Crosses Over the Local Route.

LATEST VERSION.

(1) UDOT is responsible for:

- (a) maintenance, repairs, and replacement of all structure elements, including decks, parapets, bent caps, beams, columns, footings, abutments, approach slabs, and slope protection;
- (b) maintenance of drains on the structure;
- (c) maintenance of retaining walls;
- (d) fence maintenance on the structure and its approaches and ramps; and
- (e) vegetation control, including mowing, along the state route, as demarcated by access control or Right-of-Way fencing.

(2) The local jurisdiction is responsible for:

- (a) maintenance of drainage under the structure;
- (b) vegetation control, including mowing, along the local route, as demarcated by access control or Right-of-Way fencing; and
- (c) maintenance of decorative landscaping beyond the UDOT Aesthetics Guideline baseline, as described in R918-6-4(15).

(3) If the local entity proposes a pavement treatment that would decrease vertical clearance under the structure to less than the current standard, such work shall be done in consultation with UDOT.

R918-6-6. Maintenance Responsibility at Undercrossings and at Interchanges where the State Route Crosses Under the Local Route.

LATEST VERSION.

(1) UDOT is responsible for:

- (a) major structure maintenance, including repair or replacement of parapets, bent caps, beams, columns, footings, abutments, approach slabs, and slope protection;
- (b) deck maintenance where necessary to preserve the structural integrity of the bridge such as where the rebar is exposed;
- (c) maintenance of retaining walls;
- (d) maintenance of drainage under the structure;

(e) vegetation control, including mowing, along the state route, as demarcated by access control or Right-of-Way fencing; and

(f) fence maintenance under the structure.

(2) The local jurisdiction is responsible for:

(a) minor deck and parapet maintenance which includes maintenance of the wearing surface down to the first mat of reinforcing steel, and of any bituminous surfacing above that. This maintenance should include preventive sealing as well as repair of spalls and delaminations. If UDOT performs a deck rehabilitation project involving pothole patching, waterproofing membrane and asphalt overlay, the responsibility to maintain the asphalt wearing surface would also default to the local owner upon completion of the initial installation. If the local entity proposes a deck treatment that would add static load to the structure, such work shall be done in consultation with UDOT;

(b) maintenance of drains on the structure;

(c) fence maintenance on the structure and its approaches;

(d) vegetation control, including mowing, along the local route, as demarcated by access control or Right-of-Way fencing; and

(e) maintenance of decorative landscaping beyond the UDOT Aesthetics Guideline baseline, as described in R918-6-4(15).

KEYWORDS

maintenance, intersections, interchanges, structures

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72-1-201 72-1-208 72-3-102 72-3-103 72-3-104 72-3-109 72-6-105.

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 Utah Administrative Code (Current through April 1, 2015)

■ R918. Transportation, Operations, Maintenance

■ R918-7. Highway Sponsorship Programs

R918-7. Highway Sponsorship Programs

R918-7-1. Authority

LATEST VERSION.

This rule is authorized by Utah Code Section 72-6-403 and is promulgated pursuant to Title 63G, Chapter 3, Utah Administrative Rulemaking Act and Transportation Code Section 72-1-201.

R918-7-2. Purpose and Background

LATEST VERSION.

Sections 72-6-401, 72-6-402, and 72-6-403 enact the "Highway Sponsorship Programs", and define the parameters around which sponsorship programs may be operated by the Department. Section 72-6-403 directs the Department to make and enforce rules governing certain aspects of such programs. Sponsorship programs allow for private sponsorship of Department operational activities, facilities or highway-related services and programs. The purpose of the sponsorship of a roadside facility or traveler service program is to provide a product, service, or monetary contribution which will

generate an ongoing revenue stream or cost savings to support the operation and maintenance of the Department's network of roadside facilities and/or of its traveler service programs.

R918-7-3. Definitions

LATEST VERSION.

(1) "Acknowledgement plaque" means a plaque that is intended only to inform the traveling public that a highway-related service, product, or monetary contribution has been sponsored by a person, firm, or entity. Acknowledgment plaques are installed only in the same sign assembly below a primary sign that provides the road user specific information on accessing the service being sponsored. Consistent with the MUTCD, a plaque legend is displayed on a separate substrate from that of the sign below which it is mounted.

(2) "Acknowledgement Sign" has the same meaning as defined in Section 72-6-402.

(3) "Advertisement/advertising sign" means a sign or other device that promotes commercial products or services through slogans, information on where to obtain the products and services, or other means.

(4) "Department" and "UDOT" both mean the Utah Department of Transportation.

(5) "Facility within a Rest Area" means an enclosed building, or freestanding bulletin board or partial enclosure within a Rest Area or Welcome Center, constructed by the Department for the purpose of providing specific information to the motorist as to services, places of interest within the State and other such information as the Department may consider desirable. This definition

is intended to be consistent with 23 C.F.R. 752.7, which is hereby incorporated and made a part of this Rule R918-7-3(5).

(6) "FHWA" means the Federal Highway Administration

(7) "Legend" has the same meaning as in the MUTCD.

(8) "Main Traveled Way" means the portion of the roadway for the movement of vehicles, exclusive of the shoulders, ramps, berms, sidewalks, and parking lanes.

(9) "MUTCD" means the Manual on Uniform Traffic Control Devices, most recent edition as adopted by the Department in accordance with Section 41-6a-301, and Utah Administrative Rule R920-1, commonly called the Utah MUTCD.

(10) "Recipient agency" means an organization that directly receives the highway-related service, product, or monetary contribution from the sponsor entity. The recipient agency might be the Department, or a contractor engaged by the Department to administer the highway-related service and/or manage the sponsorship program.

(11) "Roadside Facility" means a facility constructed to support the highway system. Examples include Rest Areas, Welcome Centers, View Areas, Scenic Overlooks, Ports of Entry, Chain-Up Areas, etc.

(12) "RWIS" means Road Weather Information System.

(13) "Sponsor" means a person, firm, or entity that provides a monetary contribution, or highway-related service or product, to the recipient agency, in return for recognition in some form for doing so (such as logo display on an acknowledgement sign or plaque).

(14) "Sponsorship agreement" has the same meaning as defined in Section 72-6-402.

(15) "Sponsorship program" means a program that allows a person, a firm, or an entity to sponsor an element of the Department's highway operation through the provision of highway-related services, products, or monetary contributions.

(16) "Traveler Service Programs" means systems developed to support the collection, analysis, and distribution of information about UDOT's highway network, or programs used to positively impact traffic operations and maintenance. These include systems such as UDOT's Internet web pages, UDOT Traffic Mobile Application (UDOT Traffic App), Traveler Information 511 System, Express Lanes, Zero Fatalities, and others.

(17) "Visible" means the sign legend is capable of being seen by the viewer from the main traveled way

R918-7-4. Allowable Sponsorship Programs

LATEST VERSION.

(1) The following elements of the Department's operation are eligible for sponsorship:

(a) Roadside Facilities, physical facilities directly adjacent to highway infrastructure including:

- (i) Rest Areas,
- (ii) Welcome Centers,
- (iii) View Areas,
- (iv) Scenic Overlooks,
- (v) Ports of Entry,
- (vi) Chain-Up Areas, and

- (vii) Runaway Truck ramps;
- (b) Litter control;
- (c) Traveler services, including:
 - (i) 511 Traveler Information system,
 - (ii) UDOT Traffic App,
 - (iii) UDOT Web Site,
 - (iv) RWIS stations,
 - (v) Traffic cameras; and
 - (vi) Express Lanes;
- (d) Safety programs, including:
 - (i) Zero Fatalities,
 - (ii) Student Neighborhood Access Program (SNAP),
 - (iii) Bicycle Safety,
 - (iv) Truck Safety;
- (e) Other programs that positively impact traffic operations and maintenance.

R918-7-5. Acknowledgement Signs and Plaques - Size, Placement, and Content Restrictions

LATEST VERSION.

(1) The placement of acknowledgement signs or plaques for Roadside Facility sponsorship is prohibited on the main traveled way. Such acknowledgement signs or plaques are permissible within the Roadside Facility, provided that they are placed such that their legend is not visible from any main traveled way, and such that they do not pose safety risks to Roadside Facility users. Acknowledgement signs or plaques acknowledging sponsorship of Traveler Service Programs may be placed along the main traveled way, as long as they

conform to the design, size, and spacing requirements set forth in this Rule.

(2) All acknowledgment signs shall meet the general principles and specific criteria prescribed in the MUTCD, including the provisions for acknowledgment signs in Section 2H.08. Furthermore, these acknowledgment signs shall not be placed at key decision points where a driver's attention is more appropriately focused on traffic control devices, roadway geometry, or traffic conditions.

(3) Acknowledgment signs and acknowledgment plaques:

(a) Shall meet all design and placement criteria for acknowledgment signs as covered in Part 2 of the MUTCD and all sign design principles covered in the Standard Highway Signs and Markings Book;

(b) When located on a bikeway or shared-use path, should also be appropriately sized commensurate with the legibility needs of the bikeway or path user;

(c) Shall be placed near the site(s) being sponsored, consistent with the purpose and principles of traffic control devices in Parts 1 and 2 of the MUTCD;

(d) May not display any directional information, in accordance with Section 2H.08 of the MUTCD;

(e) May not display telephone numbers, Internet addresses, or other legends prohibited by the MUTCD (consistent with Section 2H.08 of the MUTCD) for the purpose of contacting the sponsoring entity or to obtain information on the sponsorship program, such as how to become a sponsor at an available site; and

(f) In accordance with the provisions of the MUTCD, the acknowledgment signs shall not be

appended to any other sign, sign assembly, or other traffic control device.

(g) Acknowledgment signs and acknowledgment plaques shall remain in place only for the duration of the agreement.

(4) For sponsorship of travel service programs that are not site-specific, such as 511 Traveler Information, Radio-Weather, and Radio-Traffic, an acknowledgment plaque may be mounted in the same sign assembly below the General Service signs for these programs. The acknowledgment plaque is a horizontally oriented rectangle, with the horizontal dimension longer than the vertical dimension. The size of the acknowledgment plaque shall not exceed the lesser of 1/3 of the area of the General Service sign below which it is mounted or 24 square feet. An acknowledgment plaque shall not exceed 1/3 of the area of the largest size prescribed in the MUTCD for a specified standard sign below which the acknowledgment plaque is mounted, even where the standard sign is enlarged in accordance with Sections 2A.11 and 2I.01 of the MUTCD or where the size of a standard sign used is designated as Oversized in the MUTCD for its application. Where the legend of a standard sign is modified based on the Utah MUTCD, and results in a sign size larger than that of the standard sign in the National MUTCD, the size of the corresponding acknowledgment plaque is governed by the size of the standard sign in the National MUTCD with the standard, unmodified legend. The sponsor legend on an acknowledgment plaque shall not exceed 1/3 of the area of the plaque.

(5) The provision of highway-related services, products, or monetary contributions that occurs through naming sponsorship (sometimes referred to as "naming rights") of officially mapped named or numbered highways is, by definition, sponsorship.

Consistent with Section 2H.08 of the MUTCD, an unofficial overlay or secondary designation in the name of a sponsor on the official highway name or number through proclamation, contract, agreement, or other means, may be acknowledged within the highway right-of-way only with an acknowledgment sign. An acknowledgment sign may not display a legend that states, either explicitly or by implication, that the highway is named for the sponsor.

(6) In accordance with Section 2H.08 of the MUTCD, in order to maintain the recognition value of official devices used for traffic control, acknowledgment signs and acknowledgment plaques shall only take the form of static, non-changeable, non-electronic legends.

(7) Except as provided for acknowledgment plaques in Paragraph R918-7-5(4) of this Rule, acknowledgment sign and acknowledgment plaque messages shall not be interspersed, combined, or alternated with other official traffic control messages, either in the same display space, by adjacency in the same assembly, or by adjacency of multiple assemblies whose longitudinal separation does not meet the placement criteria contained in the MUTCD, including when placed on opposite sides of the roadway facing the same direction of travel.

(8) Consistent with the provisions of Section 2H.08 of the MUTCD, due to the limit on their maximum overall size, acknowledgment signs and acknowledgment plaques may not be overhead installations. Only roadside, post-mounted installations of acknowledgment signs and acknowledgment plaques are allowed.

(9) In order that the focus remains on the service provided rather than the sponsoring entity, the sponsor logo area on an acknowledgment sign or

acknowledgment plaque shall be a horizontally oriented rectangle, consistent with the MUTCD provisions on business logos in Chapter 2J of the MUTCD. The width of this rectangle shall be at least 1.67 times its height, the total area of which may not exceed the maximum referenced or specified elsewhere in this Rule and in the MUTCD. The word legend describing the activity, such as "SPONSORED BY," shall be composed of upper-case lettering of the FHWA Standard Alphabets at least 3 inches high on conventional roads and at least 4 inches high on expressways and freeways.

(10) When a graphic logo is used to represent the sponsor (instead of a word legend using the FHWA Standard Alphabets), the logo shall be the principal trademarked official logo that represents the corporate name of the sponsor. Secondary logos or representations, even if trademarked, copyrighted, or otherwise protected, are classified as promotional advertising and may not be allowed in accordance with Section 1A.01 of the MUTCD.

(11) An alternative business name whose sole or primary purpose appears to be to circumvent the provisions of the MUTCD is classified as promotional advertising rather than an acknowledgment of a sponsoring entity of a highway-related service. In accordance with Section 1A.01 of the MUTCD, promotional advertising shall not be allowed on any traffic control device or its supports.

(12) Acknowledgment signs or acknowledgment plaques that include displays mimicking advertising shall not be allowed. The determination of whether a sign mimics or constitutes advertising lies with the FHWA. In accordance with Section 2H.08 of the MUTCD, a brief Department-wide slogan may be displayed on an acknowledgment sign. The slogan displayed is that of the program name, such as

"ADOPT-A-HIGHWAY." Slogans for companion, supplementary, or other programs unrelated to the service being sponsored shall not be displayed on any acknowledgment sign or acknowledgment plaque.

(13) Acknowledgement signs and acknowledgement plaques for Traveler Service Programs or safety programs, or other operational elements that are not Roadside Facilities, such as 511 Traveler Information, UDOT Traffic App, and UDOT Traffic Web Site, shall not be placed any closer than three (3) miles from any other acknowledgement sign or acknowledgement plaque in the same direction on the main traveled way. The three-mile restriction applies regardless of which travel service program or safety program sponsorship is being acknowledged, with the exception that Sponsor-A-Highway litter control recognition signs may be placed independently of signs acknowledging any other program. Sponsor-A-Highway litter control recognition signs may be placed as close as one (1) mile from each other if facing in the same direction.

(14) The acknowledgement sign or acknowledgement plaque shall not:

(a) Create a safety concern, or

(b) Interfere with the free and safe flow of traffic.

(15) No acknowledgement sign or plaque shall promote or acknowledge sponsorship of:

(a) Any substance or activity that is illegal for minors, such as alcohol, tobacco, drugs, or gambling,

(b) Any political party, candidate, purpose, or issue: or,

(c) Sexual material.

R918-7-6. Advertising - Size, Placement, and Content Restrictions

LATEST VERSION.

(1) The placement of any advertising within the right of way, except in a Facility within a Rest Area or Welcome Center, is prohibited. Any advertisement within Rest Areas and Welcome Centers facilities shall meet all of the following:

(a) The advertising legend shall not be visible from the main traveled way; and,

(b) The advertisement shall not resemble any traffic control device; and,

(c) Signed advertisement shall only consist of printed or electronic media affixed within the interior of the building, or if the facility is in the form of a bulletin board or a partial enclosure, on the side facing away from any main traveled way; and,

(d) Any audio advertisement shall only be inside of a doored building so that the sound shall not be heard outside of building when the door is closed; and,

(e) Individual mounted signs and electronic displays are limited to four (4) feet by eight (8) feet in either portrait or landscape format.

(2) Any advertising sign or other advertisement shall not:

(a) Create a safety concern, or

(b) Interfere with the free and safe flow of traffic.

(3) No advertising sign or other advertisement shall promote:

(a) Any substance or activity that is illegal for minors, such as alcohol, tobacco, drugs, or gambling;

(b) Any political party, candidate, purpose, or issue; or,

(c) Sexual material.

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