
MEMORANDUM

DATE: April 28, 2006


SUBJECT: **Interlocal Agreement with UDOT for Landscape Maintenance adjacent to the on and off ramps on the north side of SR-201 at Redwood Road and at the Bangerter Highway**

TO: City Council Members


FROM: Gary Mumford

Budget amendment #4, which the Council adopted in March 2006, included maintenance of landscaping of the north side of two interchanges of State Road 201. The State of Utah was upgrading State Road 201 and wished to upgrade landscaping at Redwood Road and Bangerter exits if the City agreed to pay for water and power meter hookups and maintain the property at City expense. West Valley City agreed to maintain the landscaping on the south side of the intersections. The Department of Public Services estimates the cost of annual maintenance would be \$10,300 including labor and materials of \$8,300 and water and electricity of \$2,000. In March, the Council agreed to maintain the landscaping and appropriated funding for the remaining three months of maintenance for fiscal year 2005-06 and approved one-time costs for water and power meter hookups. Future years' maintenance will be included in the annual budgets to be funded from on-going revenue. The interlocal agreement is now available to formalize the Council's previous approval.

COUNCIL TRANSMITTAL

TO: Rocky J. Fluhart 
Chief Administrative Officer

DATE: April 14, 2006

FROM: Richard Graham, Director 
Public Services Department

SUBJECT: SR-201 Interlocal Landscape Agreement with UDOT

STAFF CONTACT: Kevin Bergstrom, Deputy Director 535-7778
Val Pope, Park Maintenance Supervisor 972-7808

DOCUMENT TYPE: Interlocal Agreement

RECOMMENDATION: Approve the Interlocal Agreement with the Utah Department of Transportation for landscape maintenance of the ramps on the north side of the SR-201 freeway at Redwood Road and the Bangerter Highway.

BUDGET IMPACT: The Council approved \$12,500 for this project in budget amendment #4. This included \$8,500 in one time costs and \$4,000 in ongoing maintenance costs for the rest of FY 2005-06. The ongoing annual maintenance costs will be \$10,500 for labor, water and electricity. This budget will be included in the Mayor's Recommended Budget for FY 2006-07.

BACKGROUND/DISCUSSION: The State of Utah is upgrading State Road 201 and has agreed to upgrade the landscaping at Redwood Road and the Bangerter Highway ramps if the City will agree to pay for water and power meter hookups and maintain the property. West Valley City has agreed to maintain the landscaping under its jurisdiction on the south side of the intersections. The City Council already approved the one-time costs for water and power meter hookups and the maintenance costs for the rest of this fiscal year. The City and UDOT wish to formalize this through the Interlocal Agreement that is attached.

PUBLIC PROCESS: No formal process is required.

RESOLUTION NO. _____ OF 2006
AUTHORIZING THE APPROVAL OF AN
INTERLOCAL LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN SALT LAKE CITY CORPORATION AND
THE UTAH DEPARTMENT OF TRANSPORTATION

WHEREAS, Title 11, Chapter 13, Utah Code Ann., 1953, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah, as follows:

1. It does hereby approve the execution and delivery of the following:

AN INTERLOCAL LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE UTAH
DEPARTMENT OF TRANSPORTATION AND SALT LAKE CITY CORPORATION
REGARDING SR-201, BANGERTE HIGHTWAY TO THE JORDAN RIVER, PROJECT
NUMBER SP-0201(5)13.

2. The effective date of the agreement shall be the date it is signed by all parties to the agreement.

3. Ross C. "Rocky" Anderson, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve said agreement on behalf of Salt Lake City Corporation, subject to such minor changes which do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah, this _____ day of
_____, 2006.

SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

ATTEST AND COUNTERSIGN:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM:



SENIOR SALT LAKE CITY ATTORNEY

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INTERLOCAL LANDSCAPE MAINTENANCE AGREEMENT

SR-201 Bangerter Highway to the Jordan River
Project No. SP-0201(5)13

THIS INTERLOCAL LANDSCAPE MAINTENANCE AGREEMENT, made and entered into this _____ day of _____, 2005, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereafter referred to as the **UDOT** and **SALT LAKE CITY CORPORATION**, a Municipal Corporation of the State of Utah, hereinafter referred to as the **CITY**.

RECITALS

WHEREAS, the **UDOT** owns the right-of-way for State Route 201, which borders the **CITY** on the South and is appropriate for use for landscaping improvements that the **CITY** wishes to install or have installed within the right-of-way of State Route 201, in Salt Lake County, Utah as shown on the plans attached hereto as Exhibit A and by these references made a part hereof; and

WHEREAS, the **UDOT** is willing to permit the maintenance of the landscaping upon completion of the project shown in Exhibit A (the "Project") on SR-201 between Bangerter Highway and the Jordan River in accordance with the terms and conditions of this Agreement; and

THIS AGREEMENT, is made to set forth the terms and conditions where under said work shall be performed.

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

1. The **UDOT** will grant access on the state right-of-way to the **CITY** and its designees on State Route 201 for the sole purpose of: 1. Relocating power and water meter, (Contractor to install irrigation system downstream from meters), and 2. Installing future landscape features, i.e. subgrade preparations, topsoil placement, irrigation system installation, landscaping and mulching, continued maintenance and major repairs to the Project. Major repairs are defined as those beyond the maintenance items and include but are not limited to clean-up and adjustment

of irrigation valves and water outlets.

2. The **CITY** and its designees shall continue to have access rights to establish and maintain the Project as part of the City's Gateway Enhancements, subject to the following terms and conditions.

- (a) Any plantings, berms, signs or other immovable objects placed within the raised median will maintain ASSHTO intersection sight distance as defined by the ASSHTO Roadside Design Guide.
- (b) Utilities that may be affected by ongoing maintenance shall be located and avoided by the **CITY** or its permittee. If the utilities cannot be avoided they shall be moved at the City's expense. This agreement in no way cancels or negates public or private utilities, including the **UDOT**, from entering upon said right of way to construct, reconstruct, repair or inspect their facilities.
- (c) The **UDOT** reserves the right to use the entire right-of-way along SR-201 for snow storage. The **UDOT** will be held responsible for landscape damage caused by snow storage within the right-of-way only after the completion of a joint site inspection with a representative of the **CITY** and the **UDOT** Region Landscape Architect in the fall and spring of each year.
- (d) The City shall maintain the Project in an attractive and good condition. The **CITY** agrees that it will carry out any repairs on the Project that the **UDOT** believes necessary to protect the right-of-way. Noxious weeds, litter, and debris shall be removed or controlled by the **CITY** as necessary. The **CITY** shall apply fertilizer a minimum of two times a year (Spring and Fall) and apply a pre-emergent herbicide in the early spring. Weed spraying shall be done on an as needed basis or as requested by the **UDOT** to keep the landscape in a weed free condition. If the landscaping fails to survive, the **CITY** shall replant and establish plant materials at the City's expense with the exception as noted in paragraph "C" above.
- (e) The **CITY**, at its own expense, shall maintain the Project and shall clear debris build-up in the curb and gutter after construction of the Project. In the event that the Project affects storm drains, the **CITY** shall maintain the affected storm drains a minimum of twice a year in April and November.
- (f) Red or reddish color lights shall not be allowed on **UDOT** right of way. Lights shall not be placed in a position to shine in the eyes of motorists.
- (g) No landscaping sign or structure shall be of the shape or color of any **UDOT** traffic sign or marking device nor shall they cut off or hide from view any **UDOT** traffic sign, signal marking device.
- (h) The **CITY** and its designees shall abide by all applicable State and Federal laws, rules and regulations pertaining to Safety and Traffic Control particularly, but not limited to, the Manual of Uniform Traffic Control Devices in the construction, maintenance and repair work of the Project.

- (i) All utilities in **UDOT** right-of-way are subject to Utah Code 54-8a-2 through 54-8a-11.
- 3. The **UDOT** shall remain the owner of the real property on which said Project is installed. If **UDOT** must use this property, the **CITY** shall have the option to remove and/or relocate the Project at its own expense, and no reimbursement will be made for the improvements. Furthermore, **IF THE UDOT DETERMINES THAT THE LANDSCAPING, IRRIGATION SYSTEM, OR LIGHTING SYSTEM BECOMES A HAZARD OR IS NOT MAINTAINED AS PER ORIGINAL DESIGN, IT WILL BE REMOVED AT CITY'S EXPENSE.**
- 4. It is understood that access for maintenance and servicing of the Project located on the right-of-way shall be permitted only by permit issued by the **UDOT** to the **CITY**, and that the **CITY** and its designees will obtain said permit and abide by conditions thereof for servicing and other controls in conformance with **UDOT REGULATIONS FOR THE ACCOMMODATION OF UTILITIES ON FEDERAL-AID AND NON-FEDERAL-AID HIGHWAY RIGHTS-OF-WAY**, a copy of which has been furnished to the **CITY**, and any supplements or amendments thereto.
- 5. The **CITY** shall at all times protect and indemnify and save harmless the **UDOT** from any and all claims, demands, costs, expenses and all damage of every kind and nature made, rendered, or incurred by or in behalf of any person or corporation whatsoever, including injury to or death of any person, or damage to property of any person or persons whomsoever, including the parties hereto and their employees, or in any damage to property of any person or persons whomsoever, including the parties hereto and their employees, in any manner arising from or growing out of the maintenance operation or repair of Project, or the failure to properly construct or maintain the same, and from all costs and expenses, including attorneys fees connected in anyway with the matter and things contained herein.
- 6. Interlocal Co-operation Act Requirements.
 - (a) This Agreement shall be approved by each party pursuant to 11-13-202.5 of the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act");

- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to 11-13-202.5 of the Act.
- (c) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party, pursuant to 11-13-209 of the Act;
- (d) Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs;
- (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the mayor of the **CITY** and the Project Manager of the **UDOT**, acting as a joint board. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.

7. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:** **UDOT** represents that it has not: (1) provided an illegal gift or payoff to a **CITY** officer or employee or former **CITY** officer or employee, or his or her relative of business entity; (2) retained any person to solicit or secure this contract upon and agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the **CITY'S** conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a **CITY** officer or employee or former **CITY** officer or employee to breach any of the ethical standards set forth in the **CITY's** conflict of interest ordinance,

Chapter 2.44, Salt Lake City Code.

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:

Title _____

ATTEST:

Secretary

RECOMMENDED FOR APPROVAL

UDOT Region Two Maintenance Engineer

UDOT Region Two Operations Engineer

UDOT Region Two Director

SALT LAKE CITY, A Utah Municipal Corporation

By _____

Title _____

FUNDS AVAILABLE:

Leanne But
City Budget Officer

APPROVED AS TO FORM
City Attorney's Office

Date: 4-18-06

By: *Boyd Ferguson*
Senior City Attorney