



RESOLUTION NO. 2011-18

A RESOLUTION APPROVING A COOPERATIVE AGREEMENT BETWEEN LEHI CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) FOR THE TRANSFER OF SR-73 AND SR-197 TO LEHI CITY JURISDICTION.

WHEREAS, UDOT desires to transfer ownership and full jurisdiction of SR-197 (500 West) in Lehi to Lehi City; and

WHEREAS, UDOT desires to transfer ownership and full jurisdiction of SR-73 (Main Street) in Lehi to Lehi City, beginning at the West side of 850 East, ending at the Westerly city limit (West side of the Jordan River); and

WHEREAS, Lehi City desires to take jurisdiction of SR-197 and SR-73.

THEREFORE, BE IT RESOLVED by the City Council of Lehi City that the Mayor be authorized to sign the attached Agreement for the purposes authorized in the Agreement, and the Agreement is hereby approved. The Mayor and Lehi City is authorized and directed to execute the Agreement for and on behalf of Lehi City.

Approved and Adopted by the City Council of Lehi City this 26th day of April, 2011.

Mayor Bert Wilson
Lehi City

Attest:

Marilyn Banasky, City Recorder

COOPERATIVE AGREEMENT

Transfer of SR-73 & SR-197

to Lehi City Jurisdiction

LEHI CITY

Federal ID No. 87-6000240

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this _____ day of _____, 2011 by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**,” and **LEHI CITY**, a municipal corporation of the State of Utah created, hereinafter referred to as the “**CITY**”,

RECITALS

WHEREAS, **UDOT** desires to transfer ownership and full jurisdiction of SR-197 (500 West) in Lehi to the **CITY**; and

WHEREAS, **UDOT** desires to transfer ownership and full jurisdiction of SR-73 (Main Street) in Lehi to the **CITY**, beginning at the West side of 850 East, ending at the Westerly city limit, (West side of the Jordan River); and

THIS COOPERATIVE AGREEMENT is written to set out the terms and conditions under which the jurisdictional transfer shall be performed.

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

1. **UDOT** agrees to release payment in the form of a **ONE TIME LUMP SUM AMOUNT OF \$5,728,842.00** to the **CITY** to be used for the reconstruction of SR-73. Per **UDOT** estimates, the cost to resurface that section of SR-73 identified as 850 West to US-89 is approximately \$271,158.00. **UDOT** also agrees to reimburse the **CITY** for the difference between the estimated \$271,158.00 project costs and actual project costs in the event the work is completed under budget and a surplus remains. Adversely, if the actual resurfacing costs over-run the estimated \$271,158.00, **CITY** shall reimburse **UDOT** the cost of said over-run.

In addition to the noted dollars associated with SR-73 (Lehi Main Street), **UDOT** agrees to transfer to the **CITY** a **ONE TIME LUMP SUM AMOUNT OF \$26,501.00**, equal to the equivalent of one (1) year of **UDOT**'s maintenance and pavement preservation budget for SR-197 (500 West). The noted funds will be forwarded to the **CITY** at the time of jurisdictional transfer.

TOTAL ESTIMATED COST TO UDOT \$5,755,343.00

2. **UDOT** further agrees to provide snow removal for both SR-73 and SR-197 through the winter season of 2011- 2012. All snow removal services will cease upon the end of season 2012.

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Beginning 2012-2013, all snow removal services for both routes will become the sole responsibility of the **CITY**. All other operations and maintenance responsibilities, services, needs and costs become the sole responsibility of the **CITY** effective upon the execution of the jurisdictional transfer. **CITY** agrees to assume ownership and all maintenance responsibilities associated with the above noted routes and to relieve **UDOT** from any and all maintenance responsibilities and liability associated with said maintenance. **CITY** acknowledges that the roadway structure over the Jordan River will now be within the **CITY's** jurisdiction. All maintenance and operation responsibilities of said structure become the sole responsibility of the **CITY**. **CITY** further relieves **UDOT** of any responsibility and liability associated with said roadway structure.

3. **UDOT** further agrees to continue to maintain the following traffic signals in Lehi; 500 East & SR-73 (Lehi Main Street), Center Street & SR-73 (Lehi Main Street) and 2300 West & SR-73 (Lehi Main Street) through December 15, 2015. In the event that Lehi City constructs additional signals along SR-73 (Lehi Main Street) from 850 East (Millpond Road) to the Jordan River, **UDOT** further agrees to maintain those new signals, excluding the payment for power usage of said new signals and street lighting associated with said new signals, for the next four (4) years, terminating December 15, 2015. **CITY** further agrees to assume ownership and all maintenance responsibilities associated with the above noted traffic signals and any additional traffic signals the **CITY** constructs along this corridor beginning December 16, 2015. The street lighting at these locations will continue to be owned and maintained by the **CITY** as those responsibilities are currently defined.

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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.

LEHI CITY, STATE OF UTAH

**UTAH DEPARTMENT OF
TRANSPORTATION**

Mayor,
Lehi City

Executive Director
Utah Department of Transportation

Lehi City Clerk

UDOT Secretary

Date: _____

Date: _____

COMPTROLLER OFFICE

Contract Administrator

Date: _____