



# **MEMORANDUM OF UNDERSTANDING**

## **Between**

# **THE IDAHO TRANSPORTATION DEPARTMENT**

# **AND THE CITY OF WEISER**

### **PURPOSE**

The Idaho Transportation Department (ITD) and the City of Weiser (the City) desire to provide for the maintenance of state highway routes within the City, to arrange for the particular maintenance functions to be performed by the City and those to be performed by the State, and to specify the terms and conditions under which such work will be performed.

### **AUTHORITY**

Authority for this Memorandum of Understanding (MOU) is established by Sections 40-310(5), and 67-2326 through 67-2333 of the Idaho Code.

### **RESPONSIBILITIES AND PROCEDURES**

This MOU supersedes previous Cooperative Maintenance Agreements which cover the same route description described in Section 13. In consideration of the mutual covenants and promises herein contained, it is agreed that the City will perform such maintenance work as is specifically delegated to it and ITD will perform those particular functions of maintenance delegated to it on the state highway routes or portions thereof as hereinafter described under Sections 10 and 14 or as said sections may be subsequently modified with the written consent of the parties hereto acting by and through their authorized representatives.

#### **1. MAINTENANCE DEFINED**

Maintenance is defined as follows:

- a. The preservation and keeping of right-of-way and each type of roadway, structure, and facility in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.
- b. Provisions as necessary for the safety and convenience of traffic and the upkeep of traffic control devices.
- c. The general utility services such as roadside planting and vegetation control.
- d. The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway, structure or facility.
- e. Upkeep of illumination fixtures on the streets, roads, highways, and bridges, which are required for the safety of persons using the said streets, roads, highways, and bridges.

#### **2. DEGREE OF MAINTENANCE**

The degree and type of maintenance for each highway or portion thereof shall mean doing the work and furnishing the materials and equipment to maintain the highway facility herein described in a manner as near as practicable to the standard in which they were originally constructed and subsequently improved. Provided however, nothing herein shall be construed to require reconstruction of any highway.

#### **3. HIGHWAY**

Highway, as used herein, includes the entire right-of-way which is secured or reserved for use in the construction and maintenance of the traveled way and roadsides as hereinafter described.

#### **4. ROADWAY**

Roadway means the area between the inside face of curbs or the area between the flow lines of paved gutters; otherwise, the entire width within the highway which is improved for vehicular use including improved shoulders and side slopes, if they exist.

## **5. IMPROVED ROADSIDES**

Improved roadside is the area between the roadway, as defined under Section 4, and the right-of-way boundary lines, including curb and sidewalk.

Curb relates to a timber, concrete, asphalt, or masonry structure separating or otherwise delineating the roadway from the remainder of the highway and shall include paved gutters. Medians that separate the roadways for traffic in opposite directions are considered a part of the improved roadsides. Sidewalk applies to the paved or otherwise improved surface area between the face of curb or edge of roadway and right-of-way boundary, including paved entrances or driveways.

## **6. UNIMPROVED ROADSIDES**

Unimproved roadsides relate to the area between the roadway and right-of-way boundary wherein curbs and sidewalks do not exist.

## **7. BRIDGES**

Bridges are structures that span more than 20 feet measured between abutments along the centerline of the street and multiple span structures where the individual spans are in excess of 10 feet measured from center-to-center of supports along the centerline of the street. All other cross-drainage structures shall be classified as culverts.

## **8. TRAFFIC CONTROL DEVICES**

Traffic control devices include all signs, pavement markings, and highway illumination placed on or adjacent to the street or highway for the regulations, guidance, warning and aid of pedestrian and traffic movement thereon. Traffic signals will be treated under a separate agreement.

## **9. FRONTAGE ROADS**

Frontage roads are roads constructed on either side of the highway to provide authorized road access to adjacent properties in lieu of access directly from the highway.

## **10. ROUTINE MAINTENANCE**

Routine maintenance to be performed on the roadway or roadsides shall consist of such work as patching, spot sealing, crack sealing, snow plowing, snow removal, sanding, care of drainage, upkeep and repair of bridges, culverts, curbs, benches and sidewalks, street sweeping and cleaning, repair of damage and cleaning up after storms and traffic accidents, control of roadside vegetation, care of landscaped areas, planters, trees or other ornamental plantings, and upkeep and operation of traffic control devices, all in the manner as hereinafter specified.

### **a. Roadway**

- (1) Surface Repair: The patching of holes, depressed areas, spot sealing, undersealing, etc.
- (2) Crack Sealing: The cleaning, filling and sealing of cracks in pavement with sealing compounds.
- (3) Sweeping and Cleaning: The removal of dirt or litter normally coming onto the roadway from action of traffic or from natural causes, such as flood and storm debris.
- (4) Snow Removal: The removal of snow from the roadway by plowing, sweeping, and hauling and shall include applying sand and/or salt when required. The hauling away of snow need only apply

on those highway sections where snow storage is limited or at such times when accumulations become greater than storage area capacity.

- (5) Utilities: Including manholes, boxes or other appurtenances shall be maintained by their owners.
- (6) Storm Sewers: Shall be kept clean and free from debris; traps and sumps cleaned as required after each storm.
- (7) Culverts: Shall be kept clean and free from debris; inlets and outlets shall be kept free of debris and growing grass or brush.

**b. Bridges**

Shall be inspected in accordance with the national inspection standards of *U.S. Code, Section 116(d), Title 23*, administered by the State. Bridges designed to American Association of State Highway Transportation Officials (AASHTO) H-20 or better standards must be inspected on a frequency not to exceed two years. Bridges that are posted for restricted weight limits and/or designed to AASHTO HS-15 or less will be inspected on an annual basis. Inspections are to be accomplished by a qualified inspector. The State's district engineer shall be immediately notified of major defects. See current edition of *AASHTO Manual for Maintenance Inspection of Bridges* for inspector's qualifications, inspection reporting procedures, and structural analysis for load capacity of bridges.

**c. Improved Roadsides**

- (1) Curbs: Shall be kept in repair by cleaning, patching, lifting, and aligning.
- (2) Sidewalks: Shall be kept in repair by cleaning, patching, lifting, aligning, and regrading if of gravel or other non-cemented material.
- (3) Lawn or Grass Areas: Shall be kept mowed, watered, edges trimmed, and the watering operations shall not flood or sprinkle on the roadway.
- (4) Trees and Plantings: Shall be kept trimmed with dead material removed and hazardous limbs pruned. This agreement shall not be construed as restricting, prohibiting or otherwise relieving the City of the responsibility for inspection and upkeep of trees in a manner that will insure maximum safety to both vehicular and pedestrian traffic or to restrict or relieve the City from following the same policy and procedure generally followed by it with respect to streets of the City in the matter of requiring sidewalk repairs and control of vegetation to be made by or at the expense of abutting owners who are under legal obligation to perform such work.
- (5) Benches and Planters: Shall be kept in repair by cleaning, patching, aligning, and painting.

**d. Unimproved Roadsides**

- (1) Ditchings: Foreslopes, backslopes, and ditches shall be bladed and ditched regularly as required to keep as near as possible to the original typical cross section.
- (2) Cleaning: Foreslopes and backslopes shall be mowed as required. Trees and shrubs shall be kept trimmed, dead material removed and hazardous limbs pruned, waterways shall be kept free of debris.

**e. Traffic Control Devices**

Traffic control devices installed and maintained on the urban extensions of the State Highway System shall be in conformance with the recommendations and specifications of the current *Manual on Uniform Traffic Control Devices for Streets and Highways* as approved by AASHTO and as adopted by ITD. The maintenance to be performed on these items shall consist of furnishing all necessary labor, material, services, and equipment to install, replace, operate, and/or repair in accordance with this agreement.

All traffic control devices installed inside right-of-way of the State Highway System shall be the responsibility of the State. See section 14 for delegated maintenance responsibility.

- (1) Route Guide Signing: This includes all official designation guide signs at junctions of the urban extensions of the State Highway System, all entering community signs and all U.S. or State Highway System route markers necessary to properly identify and keep the motorist sure of the routes.
- (2) Other Guide Signs: This includes all other guide signs of an informational nature identifying streets, city parks, landmarks, and items of geographical or cultural interest that the community desires to sign.
- (3) Warning Signs: These will include all signs used to indicate conditions that are actually or potentially hazardous to users of the highway or street.
- (4) Speed Signs: These will include all regulatory signs to indicate speed limits that have been designated in accordance with statutory provisions.
- (5) Other Regulatory Signs: These will include all regulatory signs, other than the speed sign and lane control sign which are used to indicate the required method of traffic movement or use of the public highway or street.
- (6) Highway Lighting: This includes all fixed illumination of the roadway or sidewalks for purposes of providing better visibility of persons, vehicles or roadway features. All highway lighting shall be installed and maintained in accordance with current policies of the State. Maintenance shall include all upkeep of supports, interconnecting service, electrical energy costs, cleaning, lamp renewal, and associated labor and material costs required to maintain the lighting system in continuous nighttime operation.
- (7) Lane-Line Markings: These will include those lines dividing the roadway between traffic moving in opposite directions, lane-lines separating two or more lanes of traffic moving in the same direction, painted channelization, pavement edge markings, and no passing barrier lines where required.
- (8) Other Pavement Markings: These include all stop lines, crosswalk lines, parking space limits and word and symbol marking set into or applied upon the pavement surface or curbing or objects within or adjacent to the roadway for the purpose of regulating or warning traffic.

## **11. ENCROACHMENT PERMITS**

If ITD delegates authority to issue encroachment permits to the City, the authority shall pertain to all parts of the highway or street throughout the particular length indicated under Section 14 of this agreement. Authority to issue encroachment permits shall not be assigned to the City unless they have adequate ordinances governing the encroachments together with an administrative organization and procedure capable of enforcing the ordinances.

Permits shall be issued on a form provided by ITD and the City will furnish a copy of each permit to ITD. The City agrees to follow current policies of the ITD regarding encroachment unless the City, by ordinance or other regulation, imposes more restrictive regulations as stated below. Prior approval of ITD shall be secured before any permit is issued for the original installation of any utility line, driveway or other permanent encroachment within the highway right-of-way.

If the City, by ordinance or other regulation, imposes more restrictive regulations and requirements regarding signs, marquees and/or driveways than above set forth or as provided in current ITD policies, nothing in these provisions shall be construed to prevent the City from enforcing such restrictive regulations in the granting or refusing of permits with respect to any State Highway. Where authority to issue encroachment permits is retained by ITD, all local ordinances which are more restrictive than ITD policy will be observed. When

authority to issue Encroachment permits is retained by ITD, approval of the City will be secured prior to the issuance of a permit. State permit forms will be used and a copy will be forwarded to the City for its record.

The City or ITD shall comply with its usual policy with respect to collecting costs from permittees in such cases as fees or charges are made by the City or ITD for encroachment work on streets or highways.

No signs, billboards or structures other than those authorized and installed by ITD or the City as necessary for the regulating, warning, and guiding of traffic shall be permitted within or to overhang the right-of-way of any State Highway, except in accordance with these provisions:

- a. Signs or marquees extending over the sidewalk and right-of-way may be installed on a permitted basis in business districts only, subject to the following restrictions:
  - No sign or marquee shall be permitted to project over the roadway nor to extend beyond a vertical line located 18 inches outside the inside face of the curb.
  - Signs extending over the sidewalk area shall have no part thereof less than 12 feet above sidewalk or ground level. Marquees extending over the sidewalk area shall have no part thereof less than eight feet above sidewalk or ground level.
- b. Displays or signs overhanging the right-of-way may be authorized on a permit basis only outside of business districts when the display is placed flat against and supported by the building and providing it does not extend more than 12 inches into the right-of-way.
- c. All signs and marquees shall conform to the city building and/or sign code excepting that minimum clearance requirements as herein specified must be complied with.

They shall at all times be maintained in a good appearing and structurally safe condition. Any existing sign or marquee suspended or projected over any portion of State Highway right-of-way, which constitutes a hazard, shall be immediately repaired or removed.

- d. Signs or displays will not be permitted which resemble, hide, or because of their color, interfere with the effectiveness of traffic signals and other traffic control devices. Illuminated signs or displays containing red, yellow, or green lights will not be permitted to overhang the right-of-way.
- e. Temporary municipal decorations may be installed and suspended over the State Highway on a permit basis only. They shall not be permitted in locations that interfere with the visibility and effectiveness of traffic control devices.

It is understood that none of the provisions listed above (a. to e. inclusive) will be in conflict the Beautification of Highways Act of 1966, *Idaho Code, Section 40, Chapter 28*.

- f. Use of state highway right-of-way for benches, planters, and trees is subject to the following conditions:
  - Benches, planters, and trees must be at least 18 inches from the face of the curb. When benches, planters, and trees are placed on sidewalks, there must be a four-foot open space for pedestrians and bicyclists measured at a right angle from the edge of the sidewalk, or as an alternative, spacing that meets city-approved standards.
  - Benches, planters, and trees should not obstruct crosswalks or wheelchair ramps, or force pedestrians into the street by their placement.
  - Benches, planters, and trees should not be placed so as to impede the sight distance of vehicles using the highway.
  - Benches, planters, and trees shall not bear markings or signs that resemble official traffic signs.
  - Cities allowing benches, planters, and trees on state highway right-of-way agree to indemnify, defend regardless of outcome, and hold harmless, ITD from all accidents or occurrences resulting in damage to property, injury, or loss of life related to bench placement on highway right-of-way within the city.

## 12. TRANSPORTATION PERMITS

Transportation permits will be required on State Highways for all vehicles and their loads that exceed legal limitations. If authority to issue transportation permits is delegated to the City, such authority shall pertain only to travel that originates and terminates within the City corporate limits.

## 13. ROUTE DESCRIPTION

Route No.	Milepost	Length Miles	Description of Route
1	81.000-82.265	1.265	For the sections of US95, beginning at the south city limits proceeding north on US 95(East Seventh St.) within the City Limits to the north City Limits
2	81.752-82.327	0.575	Beginning at the intersection of US 95(East Seventh St. and US-95 Business Spur (East Main St.) going west to the intersection of US 95 Spur(West Main St.) and State St.
3	0.830-0.245	0.585	Beginning at the intersection of US 95 Business Spur (West Main St.) and State St. going west and south to the intersection of West Idaho St. and US-95 Business Spur.
4	0.000-0.747	0.747	Beginning at the Snake River Bridge (State Line) on the US-95 Business Spur going east to the intersection of US 95 Business Spur(West Idaho St.) and State St.
5	82.337-82.215	0.122	Beginning at the intersection of West Idaho St. and State St. (US-95 Business Spur) going east to the Intersection of West Idaho St. and East Main St.

## 14. DELEGATION OF MAINTENANCE

The maintenance work to be performed by the City or State shall conform to the provisions hereof and shall include those operations as hereinafter indicated.

MAINTENANCE FUNCTION	AGENCY TO PERFORM WORK				
	Route No.1	Route No.2	Route No. 3	Route No.4	Route No.5
ROADWAY	ITD	ITD	ITD	ITD	ITD
1. Surface Repair	ITD	ITD	ITD	ITD	ITD
2. Crack Sealing	ITD/CITY	CITY	CITY	CITY	CITY
3. Sweeping and Cleaning	ITD/CITY	CITY	CITY	CITY	CITY
4. Snow Removal	CITY	CITY	CITY	CITY	CITY
5. Utilities	ITD	ITD	ITD	ITD	ITD
6. Culverts	CITY	CITY	CITY	CITY	CITY
7. Storm Sewers					
BRIDGES					
1. Main Structure	ITD	N/A	N/A	ITD	N/A
2. Pedestrian Walks	CITY	CITY	CITY	CITY	CITY
IMPROVED ROADSIDES					
1. Curbs	CITY	CITY	CITY	CITY	CITY
2. Sidewalk	CITY	CITY	CITY	CITY	CITY
3. Lawn or Grass Areas	CITY	CITY	CITY	CITY	CITY
4. Trees and Planting	CITY	CITY	CITY	CITY	CITY
5. Medians	CITY	CITY	CITY	CITY	CITY
6. Benches and Planters	CITY	CITY	CITY	CITY	CITY
UNIMPROVED ROADSIDES					
1. Ditching	ITD	N/A	N/A	N/A	N/A
2. Cleaning	ITD	N/A	N/A	N/A	N/A
3. Weed Eradication	CITY	N/A	N/A	N/A	N/A
TRAFFIC CONTROL DEVICES					
1. Route Guide Signs	ITD	ITD	ITD	ITD	ITD
2. Other Guide Signs	CITY	CITY	CITY	CITY	CITY
3. Warning Signs	CITY	CITY	CITY	CITY	CITY
4. Speed Signs	ITD	ITD	ITD	ITD	ITD
5. Other Regulatory Signs	CITY	CITY	CITY	CITY	CITY
6. Highway Lighting	CITY	CITY	CITY	CITY	CITY
7. Lane-Line Markings	ITD	ITD	ITD	ITD	ITD
8. Other Pavement Markings					
Parking Space Limits	CITY	CITY	CITY	CITY	CITY
Crosswalks	CITY	CITY	CITY	CITY	CITY
Stop Bars	CITY	CITY	CITY	CITY	CITY
School Crossing	CITY	CITY	CITY	CITY	CITY
Railroad Crossing	CITY	CITY	CITY	CITY	CITY
Lane Control	CITY	CITY	CITY	CITY	CITY
ISSUE PERMITS ENCROACHMENTS	ITD	ITD	ITD	ITD	ITD
ISSUE PERMITS TRANSPORTATION	ITD	ITD	ITD	ITD	ITD

**15. DELEGATION OF COSTS**

All agencies shall bear all costs of maintenance obligations assigned to them under this agreement.

**16. SUBSEQUENT IMPROVEMENTS**

When a highway section or portion thereof is improved to urban standards, i.e., with curbs, sidewalks, etc., the delegation of maintenance shall automatically change to conform to the provisions as provided for similar sections under this agreement.

**FINANCING**

ITD and the City shall bear all costs of maintenance obligations assigned to them under this MOU.

**LIMITATIONS**

Nothing in this MOU between ITD and the City shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this MOU is subject to the laws and regulations of the State of Idaho and of the United States; including, but not limited to the Idaho Tort Claims Act.

Nothing in this MOU shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party.

**EFFECTIVE DATE**

This MOU shall become effective upon signature of the Director of ITD or delegate and the signing authority of the City of Weiser, whichever is most recent, and shall remain in full force and effect until amended or terminated.

**METHOD OF TERMINATION**

This MOU shall remain in force unless formally terminated by either party after thirty (30) days written notice to other party.

**AMENDMENTS**

Amendments to this MOU shall become effective upon mutual agreement and written approval by the Director of ITD or delegate and the signing authority of the City of Weiser.

**SIGNATURES****IDAHO TRANSPORTATION DEPARTMENT**

By \_\_\_\_\_  
D3 District Engineer

Date \_\_\_\_\_

**THE CITY OF WEISER**

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_