

Ent 026034 Bk 78 Pg 262
Date: 12-DEC-2012 8:14:00AM
Fee: None
Filed By: CF
KERI PALLESEN, Recorder
DAGGETT COUNTY
For: DAGGETT COUNTY

RESOLUTION NO. 12-18a

A RESOLUTION ADOPTING FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION RULE 292.2 AND APPROVING AN INTERLOCAL AGREEMENT WITH THE MANILA TO RESTRICT ENGINE BRAKE USE ON A PORTION OF UTAH STATE HIGHWAYS 43 AND 44.

WHEREAS, Utah State Highways 43 and 44 run through Daggett County; and

WHEREAS, engine brakes have been used through stretches of these highways near residences within Daggett County; and

WHEREAS, the reduction of traffic noise promotes the general health safety and welfare of Daggett County residents;

BE IT THEREFORE RESOLVED that:

1. Daggett County, by and through the Daggett County Board of Commissioners, does hereby adopt Federal Motor Carrier Safety Administration Rule 292.2 to be applied and enforced only in areas specifically stated.
2. Daggett County, by and through the Daggett County Board of Commissioners, does hereby approve an interlocal agreement with Manila for restriction of engine brakes on Utah State Highways 43 and 44 in areas specifically stated below.
3. Engine Brakes shall be prohibited on Utah State Highway 43 between mile posts seven (7) and nine (9) (Approximately a two mile stretch of road).
4. Engine Brakes shall be prohibited on Utah State Highway 44 between mile post 27 and the intersection of Utah State Highway 43 (Approximately a one mile stretch of road).
5. This resolution shall take effect immediately upon passage and posting of signs notifying drivers of engine brake restrictions.
6. The Daggett County Sheriff in conjunction with the Daggett County Road Department will work with the Utah Department of Transportation to have signs placed at the aforesaid mile markers notifying drivers of these restrictions.

PASSED this 20th day of ~~October~~ November, 2012. By the Board of County Commissioners.
 Members:

	Vote	
	Aye	Nay
Jerry Steglich	<u>X</u>	—
Warren Blanchard	<u>X</u>	—
Stewart Leith	<u>X</u>	—



Vicky Mckee
 Vicky Mckee *Treasurer*
 County Clerk/Auditor

THE BOARD OF
 DAGGETT COUNTY
 COMMISSIONERS:

Jerry Steglich
 Jerry Steglich, Chairman

Warren Blanchard
 Warren Blanchard, Member

Stewart Leith
 Stewart Leith, Member

INTERLOCAL AGREEMENT

This agreement is made this 20th day of November, 2012, pursuant to the Interlocal Cooperation Act, Chapter 13 Title 11, Utah Code Annotated (1953), as amended, (the "Act"), by and between Daggett County, a body politic of the State of Utah ("County"), and the municipality of Manila a body corporate and a political subdivision of the State of Utah.

WITNESSETH:

WHEREAS, all parties are public agencies within the meaning of Section 11-13-103(13) of the Act; and

WHEREAS, the health safety and welfare of Daggett County residents and visitors is promoted by limiting traffic noise near habitations; and

WHEREAS, commercial motor vehicles use of air braking systems and engine braking systems also known as "jake brakes" contributes substantially to traffic noise; and

WHEREAS, the purpose of this agreement is to adopt Federal Motor Carrier Safety Administration 292.2, thereby prohibiting commercial motor vehicle use of air braking systems and engine braking systems also known as "jake brakes" in the posted areas between mile markers 7 and 9 on Utah State Highway 43 and from mile marker 27 on Utah State Highway 44 to the intersection with UTAH STATE Highway 43.

WHEREAS, the parties hereto recognize that the purpose of this agreement requires the participation of both county and municipality in order to be accomplished; and

WHEREAS, each signatory recognizes the need and the benefits to its own citizens and businesses and desires to coordinate and bring to fruition the purpose of this agreement; and

WHEREAS, pursuant to Section 11-13-202 of the Utah Interlocal Cooperation Act, the parties are empowered to engage in joint or cooperative action; provide services that they are each authorized by statute to provide; to exchange services that they are each authorized by statute to provide; or to do anything else that they are each authorized by statute to do; and

WHEREAS, this agreement does not:

- 1. require any of the Participant to adjust its budget for a current or future fiscal year;**
- 2. include an out-of-state public agency as a party;**
- 3. provide for either public agency to acquire or construct any new facility or improvement to real property;**
- 4. provide for the acquisition or transfer of title to any real property by either party;**
- 5. require either party to issue bonds;**
- 6. create an interlocal entity; or**
- 7. provide for the sharing of taxes or other revenues or expenditures between the parties;**

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, and in compliance with the pursuant terms of the provisions of the Interlocal Cooperation Act as hereinabove set forth, the County and the Municipality do hereby contract and agree with each other as follows:

Duration: This agreement is of perpetual duration, except that any party may formally withdraw as set forth herein, and that any such withdrawal shall discontinue the agreement.

No Interlocal Entity created: This agreement shall not create an Interlocal Entity within the meaning of the Act.

Purpose: The purpose of this Agreement is set forth in the recitals above.

Manner of Financing: There is no financial contribution contemplated herein from the Municipal signatory. The County will provide and/or arrange for the personnel and/or equipment needed to create and maintain the stated purpose.

Termination: The agreement shall terminate only upon written notice being served by one party upon the other by certified U.S. mail to the other 30 days before the date of termination. Any property acquired by either party in the furtherance of this agreement shall be retained by that party upon termination of this agreement.

County's Obligations: The County shall:

1. Administer this agreement.
2. Appoint the Daggett County Sheriff to serve as the administrator.
3. Request that the Utah Department of Transportation install and maintain signs marking the restricted zones. Said signs shall be and shall remain the property of the Utah Department of Transportation.
4. Acquire, hold and dispose of any real or personal property seized and/or used in this joint or cooperative undertaking in accordance with Daggett County Sheriff Department policy and/or in accordance with Utah State law.

Municipality's Obligations: The Municipality shall:

1. Adopt any necessary ordinances and/or resolutions to accomplish the lawful purpose of this agreement.
2. Take measures it deems reasonable and necessary to encourage the furtherance of the aforesaid purpose.

Should either party default in any of the covenants or agreements herein, the only remedy to the other party shall be termination of this agreement.

IN WITNESS WHEREOF, the said parties to this Agreement have hereunto signed their names.

DAGGETT COUNTY, a body politic, by and through its county commission

ATTEST:

By: _____

Jerry Steglich
Jerry Steglich
Chairman

Vicky McKee
Vicky McKee, Clerk

Approved this 20th day of November, 2012, by the Daggett County Attorney pursuant to Section 11-13-202.5, Utah Code Annotated (1953), as amended.

By: _____

Grant H. Charles
for Grant H. Charles
Daggett County Attorney with permission

Participant:



MANILA TOWN, a municipal corporation, by and through its Mayor:

ATTEST:

By: _____

Chuck Oakeson
Mayor

Debbie May
Recorder