

COOPERATIVE AGREEMENT

This COOPERATIVE AGREEMENT made and entered into this 25<sup>th</sup> day of November, 2008, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT," and the cities of LOGAN, PROVIDENCE, NIBLEY, MILLVILLE, HYRUM, and CACHE COUNTY, hereinafter referred to as the "municipalities."

## WITNESSETH:

WHEREAS, based on the findings of the SR-165 Transportation Corridor Study, UDOT and the MUNICIPALITIES desire to facilitate traffic flow along the SR-165 Corridor in Cache County, Utah, by identifying and stipulating the locations of existing and future traffic signal installations and access management techniques; and

WHEREAS, in order to manage traffic flow and improve safety, other considerations will be necessary within the corridor as described herein; and

WHEREAS, UDOT and each Municipality agree to enter into this COOPERATIVE AGREEMENT to accomplish this common goal; and

WHEREAS, UDOT has determined by formal finding said work on public right-of-way is not in violation of the laws of the State of Utah or any legal contract with the Municipalities.

This COOPERATIVE AGREEMENT is made to set out the terms and conditions where under said corridor preservation shall be accomplished.

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

1. The Parties hereto agree that the following intersections are identified as locations for existing or future traffic signal installations:

SR-165 and 1200 South,  
SR-165 and 1700 South (future),  
SR-165 and either 2300 South (future) or SR-165 and 2600 South (future),--(One intersection jointly agreed to by Nibley and Millville will be signalized when warrant criteria is met. Otherwise the first of these two intersections to meet warrant will be signalized).  
SR-165 and 3200 South (future),  
SR-165 and Hollow Road (approx. 3900 South) (future),  
SR-165 and 4400 South (future),  
SR-165 and SR-101,  
SR-165 and 300 South in Hyrum (future).

2. The Parties hereto agree that traffic signals will only be installed at those intersections within the SR-165 Corridor limits that are listed above subject to meeting minimum traffic signal warrants defined by the current version of the Manual of Uniform Traffic Control Devices and a UDOT field review and a traffic signal will not be considered or installed at any intersection not listed above.

3. Other intersections on the SR-165 Corridor between 1200 South (Providence) and 300 South (Hyrum) within the Municipal jurisdiction of each Municipality will not be considered for future signalization.

4. The Municipalities acknowledge that, at UDOT's discretion, it may become necessary due to compelling public safety concerns to restrict certain types of movements at any and all unsignalized intersections or access points within the corridor to right in and right out only or similar restrictions based on an engineering study.

5. The Municipalities also acknowledge that in commercially zoned areas-where service roads are to be implemented, once two thirds of the land is developed as such, direct driveways into individual businesses off of SR-165 will be closed and the service road will be implemented.

6. Each Municipality agrees to master plan and pursue roadway projects to fulfill the Recommendations and Access Management Techniques as outlined in the above mentioned SR-165 Transportation Corridor Study, dated August 2008.

7. The **Municipalities** and UDOT acknowledge the benefits and limitations of long range planning and agree to review and update the SR-165 Transportation Corridor Study and this Cooperative Agreement based on the results of a comprehensive engineering review of zoning, land use planning, traffic safety, traffic operations, environmental issues, and related technical considerations 15 years from the approval of this agreement.

8. Except for the 15 year update, approval of any amendment to this agreement requires two thirds majority approval of all **Municipalities** and UDOT. Any signatory to this agreement can request amendment to elements of this agreement at any time based on appropriate engineering studies. Upon two thirds majority approval of a Technical Advisory Committee (TAC) made up of one voting member appointed from each **Municipality** and UDOT, any study required to implement the amendment before the 15 year update will be funded 60% by UDOT and 8% from each **Municipality** (subject to any budgetary approvals required by each **Municipality**).

9. Each **Municipality** agrees to support the current version of the UDOT rule governing access management and the Cache Access Management Policy, including revisions based on this agreement, with respect to development occurring within the subject corridor, variance requests which are not defined in this study, and related issues beyond the scope of the SR-165 Transportation Corridor Study. The **Municipalities** acknowledge a willingness to plan for land use consistent with the current UDOT access management rule, which requires at least 500 foot access spacing on SR-165 for much of the subject corridor. Furthermore, this agreement stipulates 500 foot minimum access spacing and 660 foot minimum street spacing on SR-165 from the point where the speed limit changes 200 feet south of Anderson Avenue (225 North) in Hyrum to the point where the speed limit changes .49 miles south of the junction of SR-91 in Providence (this is a change from the current rule spacing standards).

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.

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ATTEST:

Logan City Corporation,  
a Municipal Corporation of the State of Utah

Dere Harris 10-31-08  
Name Date

Randy Watta 10/31/08  
Name Date

City Recorder.  
Title  
(Impress Seal)

MAYOR  
Title

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ATTEST:

Cache County,  
a Municipal Corporation of the State of Utah

Joe S. Jellinger 11-18-08  
Name Date

M. Wymberly 11/18/08  
Name Date

County Clerk  
Title  
(Impress Seal)

County Executive  
Title

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ATTEST:

Providence City,  
a Municipal Corporation of the State of Utah

Shirley J. ... 11-3-08  
Name Date

[Signature] 11-3-08  
Name Date

City Recorder  
Title  
(Impress Seal)

Mayor  
Title

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ATTEST:

Nibley City,  
a Municipal Corporation of the State of Utah

[Signature] 11-6-08  
Name Date

Ronald K. Kyla 11-6-08  
Name Date

City Recorder  
Title  
(Impress Seal)

Mayor  
Title

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ATTEST:

Millville City,  
a Municipal Corporation of the State of Utah

Lisa Mary Jones 11/01/08  
Name Date

M. Johnson 11/01/08  
Name Date

City Recorder  
Title  
(Impress Seal)

Mayor  
Title

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ATTEST:

Hyrum City,  
a Municipal Corporation of the State of Utah

Norman Davis 11/06/08  
Name Date

Dean Howard 11/06/09  
Name Date

City Recorder  
Title  
(Impress Seal)

Mayor  
Title

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RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

Ann F. Grunert 11/18/08  
Region Traffic and Safety Engineer Date

[Signature] 11/18/08  
Region One Director Date

APPROVED AS TO FORM:

Approved:

As evidenced by the signature below, the Attorney General's Office has reviewed this Agreement pursuant to Utah Code Annotated, Section 11-13-202.5, and authorizes and approves it.

Cherise Young  
UDOT Comptroller's Office,  
Contract Administrator

UTAH ATTORNEY GENERAL  
MARK L. SHURTLEFF

[Signature]  
Jim Beadles, J. Andrew Cushing  
Assistant Attorney General

11/24/08  
Date