

North Weber County Corridor Preservation  
Farr West City  
Harrisville City  
North Ogden City  
Pleasant View City  
Utah Department of Transportation

**COOPERATIVE AGREEMENT**

This **COOPERATIVE AGREEMENT** made and entered into this 5<sup>th</sup> day of April, 2006, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "UDOT," and the cities of **FARR WEST, HARRISVILLE, NORTH OGDEN, and PLEASANT VIEW**, hereinafter referred to as the "municipalities."

**WITNESSETH:**

**WHEREAS**, based on the findings of the North Weber County Corridor Preservation Study, **UDOT and the MUNICIPALITIES** desire to facilitate traffic flow along the subject corridors of SR-126, SR-134, SR-204, SR-235, US-89 within the study area in north Weber County, Utah, by identifying and stipulating the locations of existing and future traffic signal installations and major access points; 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 signals:
  - a. SR-126 and Harrisville Road (Existing)
  - b. SR-126 and SR-134 (Existing)
  - c. SR-126 and North Plain City Road (Future)
  - d. SR-126 and 4000 North (Future)
  - e. SR-134 and I-15 South Bound Ramps (Existing)
  - f. SR-134 and I-15 North Bound Ramps (Future)
  - g. SR-134 and Rulon White Boulevard (Existing)
  - h. SR-134 and US-89 (Existing)
  - i. SR-134 and 600 West (Future)
  - j. SR-134 and Hillsborough Drive (Future)
  - k. SR-134 and SR-235 (Existing)
  - l. SR-204 and North Street (Future)
  - m. SR-235 and 1700 North (Existing)
  - n. SR-235 and 2000 North (Existing)
  - o. SR-235 and 2300 North (Future) (Proposed relocation from 2550 North)
  - p. US-89 and North Street (Existing) **Installed ~2006**
  - q. US-89 and Larsen Lane and SR-204 (Existing)
  - r. US-89 and 1100 North (Future)
  - s. US-89 and Harrisville Road/Independence Boulevard (Existing)
  - t. US-89 and Hunting Creek Drive (Future)
  - u. US-89 and 750 West (Existing)
  - v. US-89 and approximately 3300 North (Future)
  - w. US-89 and approximately 3800 North (Future)

**Installed ~2011**

**See amendment #1 added location of US-89 and 2550 West in Pleasant View of intersection for future signalization**  
**See amendment dated 9-29-14 and 4-4-15 for updated intersections for signals on SR-134 added 2700 North and 1700 West, relocated 2700 North and Hillsborough Dr to 300 East**

**see amendment #2**  
**clarify letter (v) to be 1100 West in Pleasant View**  
**clarify letter (w) to be 1500 West in Pleasant View**

2. The Parties hereto agree that traffic signals will only be installed at those intersections within the North Weber County Corridor Preservation Study limits that are listed above subject to meeting minimum traffic signal warrants as defined by the *Manual of Uniform Traffic Control Devices* (MUTCD) and a UDOT field review.
3. Other intersections on State Highways within the North Weber County Corridor Preservation Study limits and within the Municipal jurisdiction of each **Municipality** on State Highways will not be considered for future signalization.
4. The Parties hereto agree that the existing traffic signal at SR-235 and 2550 North is proposed for future removal subject to no longer meeting a traffic signal warrant as defined by the *Manual of Uniform Traffic Control Devices* (MUTCD) and a UDOT field review or the removal will occur simultaneously to signal installation at SR-235 and 2300 North.
5. The **Municipalities** acknowledge that, at **UDOT's** discretion, access may be denied at any location for any existing or proposed access based upon the following access management standards:
  - a. SR-126, 1,000 feet minimum street spacing and 500 feet minimum access spacing.
  - b. SR-134, 660 feet minimum street spacing and 500 feet minimum access spacing west of US-89.
  - c. SR-134, no un-signalized access east of US-89 except at approximately 1000 West (existing), 750 West, 500 West, 100 West, and 300 East (existing).
  - d. SR-204, 660 minimum street spacing and 500 feet minimum access spacing.
  - e. SR-235, no un-signalized access except at the following parcels; west into ~~180490020~~, east into ~~180460001~~, west into ~~170690013~~, west into 170690020, east into 110140038, west into ~~110140002~~, east into 110140008, west into 110140032, and east into 110140010 (proposed public street).
  - f. US-89, 660 minimum street spacing and 500 feet minimum access spacing between North Street and Larsen Lane.
  - g. US-89, 1,000 feet minimum street and access spacing between Larsen Lane and SR-134.
  - h. US-89, no un-signalized access north of SR-134 except at approximately 3100 North, Jacob's Mill Road (existing), approximately 3600 North, and Pleasant View Road (existing).
6. The **Municipalities** acknowledge that, at **UDOT's** discretion, it may become necessary to restrict certain types of movements at any and all un-signalized intersections or access points within the corridor to right-in and right-out only. However, restricting movements at full access locations designated in this agreement will be viewed by **UDOT** as a last resort and shall only be implemented based on a public safety need.
7. Each **Municipality** agrees to master plan and pursue roadway projects to fulfill the Recommended Alternative and Key Recommendations as outlined in the above mentioned North Weber County Corridor Preservation Study, dated December 2005.
8. **UDOT** and each **Municipality** acknowledges that this agreement may be amended at any time to reflect changes which would not degrade the traffic operations or safety of the State Highways and overall transportation system as certified by a traffic engineering study performed by a licensed engineer certified and qualified to perform this analysis in the State of Utah, and based on the mutual agreement by and between **UDOT** and the **Municipality** most directly affected by the proposed amendment, subject to the opportunity for all other **Municipalities** to provide comment and input on the proposed amendment and shall not affect the acceptance of other provisions of this agreement not affected by the proposed amendment.
9. Each **Municipality** agrees to support Administrative Rule R930-6, including revisions based on this agreement, with respect to development occurring within the subject corridor, variance requests, and related issues not anticipated in the North Weber County Corridor Preservation Study.

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.

180490020 (Walgreens), east into 180460001 (AutoZone, Smiths), west into 170690013, (opposite 2175 North) west into 170690020 (opposite 2100 North?), east into 110140038 (offset?), west into 110140002 (Village at Prominence Point), east into 110140008 (south of 1700 North? access to 1700 North and 1625 North?), west into 110140032 (offset 1625 North?), and east into 110140010 (proposed 1525 North street).

e. see below explanations, highlighted parcels are still to be developed. May 2017

See amendment #2 additional clarification on letters (g) and (h)

North Weber County Corridor Preservation  
Farr West City  
Harrisville City  
North Ogden City  
Pleasant View City  
Utah Department of Transportation

ATTEST:

Farr West City,  
a Municipal Corporation of the State of Utah

Genevieve Stafford 2-24-06  
Name Date

James Ferguson Feb 24 2006  
Name Date

City Recorder  
Title  
(Impress Seal)

Mayor  
Title

\*\*\*\*\*

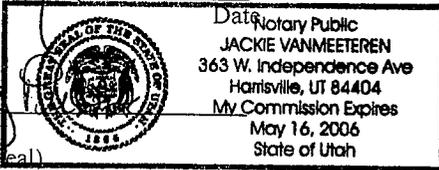
ATTEST:

Harrisville City,  
a Municipal Corporation of the State of Utah

Jackie VanMeeteren 12-29-05  
Name Date

[Signature] 12-29-05  
Name Date

[Signature]  
Title  
(Impress Seal)



Mayor  
Title

\*\*\*\*\*

ATTEST:

North Ogden City,  
a Municipal Corporation of the State of Utah

S. Annette Spindlove 27 Mar 06  
Name Date

[Signature] 27 March 2006  
Name Date

City Recorder  
Title  
(Impress Seal)

Mayor  
Title

\*\*\*\*\*

ATTEST:

Pleasant View City,  
a Municipal Corporation of the State of Utah

[Signature] 4/4/06  
Name Date

[Signature] 04/04/06  
Name Date

City Recorder  
Title  
(Impress Seal)

Mayor  
Title

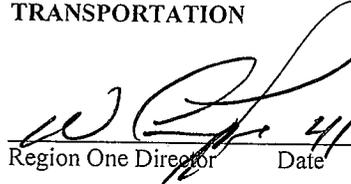
North Weber County Corridor Preservation  
Farr West City  
Harrisville City  
North Ogden City  
Pleasant View City  
Utah Department of Transportation

\*\*\*\*\*

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF  
TRANSPORTATION

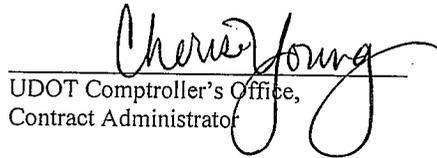
  
Region Traffic and Safety Engineer      4/05/06  
Date

  
Region One Director      4/5/06  
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 11-13-9, and authorizes and approves it.

  
UDOT Comptroller's Office,  
Contract Administrator

UTAH ATTORNEY GENERAL  
MARK L. SHURTLEFF



Jim Beadles,  
Assistant Attorney General

4/12/06  
Date

8571

**AMENDED AGREEMENT**

**THIS AMENDED AGREEMENT**, made and entered into this 6<sup>th</sup> day of June, 2008, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**", and the **CITY OF PLEASANT VIEW**, a Registered Municipality in the State of Utah, hereinafter referred to as the "**CITY**",

**WITNESSETH:**

**WHEREAS**, the parties hereto entered into a **Cooperative Agreement**, dated April 5th, 2006, **UDOT** Finance Number 068626 and

**WHEREAS**, paragraph eight (8) of the April 5, 2006 Cooperative Agreement states:

*UDOT and each Municipality acknowledges that this agreement may be amended at any time to reflect changes which would not degrade the traffic operations or safety of the State Highways and overall transportation system as certified by a traffic engineering study performed by a licensed engineer certified and qualified to perform this analysis in the State of Utah, and based on the mutual agreement by and between UDOT and the Municipality most directly affected by the proposed amendment, subject to the opportunity for all other municipalities to provide comment and input on the proposed amendment and shall not accept the acceptance of other provisions of this agreement not affected by the proposed amendment.*

**WHEREAS**, **UDOT** has determined by formal finding that 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 **CITY**; and

**WHEREAS**, this **Amended Agreement** is now written to define the terms and changes in the original **Agreement**.

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

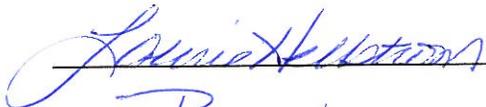
1. To paragraph 1 of the **Cooperative Agreement**, it was mutually agreed by the parties hereto to add the location of US-89 and 2550 West in Pleasant View to the list of intersections for future signalization.
2. Future signalization at US-89 and 2550 West should be dependant upon satisfaction of an MUTCD warrant and geometric modifications to the intersection resulting in a traditional four-legged intersection.
3. All other terms and conditions of said original agreement shall remain in full force and effect

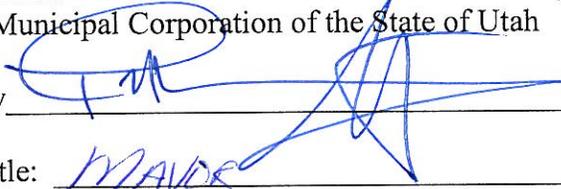
This is meant to be 2550 North.  
clarified in 2009 agreement and  
Exhibit A shows as 2550 North

**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:**

**PLEASANT VIEW CITY CORPORATION,**  
a Municipal Corporation of the State of Utah

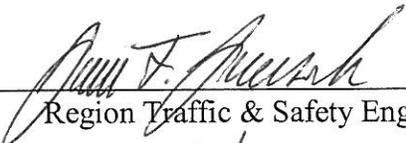
  
\_\_\_\_\_  
Title: Recorder  
Date: 3/7/07  
(IMPRESS SEAL)

By   
\_\_\_\_\_  
Title: MAYOR  
Date: 3/6/07



\*\*\*\*\*

**RECOMMENDED FOR APPROVAL:**

  
\_\_\_\_\_  
Region Traffic & Safety Engineer

Date: 3/8/07

**UTAH DEPARTMENT OF  
TRANSPORTATION**

By   
\_\_\_\_\_  
Region Director

Date: 3/20/07

**APPROVED AS TO FORM:**

As evidenced by the signature below, the Attorney General's Office has reviewed this Agreement pursuant to Utah Code Annotated, Section 11-13-9, and authorizes and approves it.

UTAH ATTORNEY GENERAL  
MARK L. SHURTLEFF

  
\_\_\_\_\_  
Assistant Attorney General

**Approved:**

  
\_\_\_\_\_  
UDOT Comptrollers Office  
Contract Administrator

10193

**AMENDED AGREEMENT**

**THIS AMENDED AGREEMENT**, made and entered into this 8<sup>th</sup> day of April, 2009, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "UDOT", and the **CITY OF PLEASANT VIEW**, a Registered Municipality in the State of Utah, hereinafter referred to as the "CITY",

**WITNESSETH:**

**WHEREAS**, the parties hereto entered into a **Cooperative Agreement**, dated April 5th, 2006, UDOT Finance Number 068626 and

**WHEREAS**, paragraph eight (8) of the April 5, 2006 Cooperative Agreement states:

*UDOT and each Municipality acknowledges that this agreement may be amended at any time to reflect changes which would not degrade the traffic operations or safety of the State Highways and overall transportation system as certified by a traffic engineering study performed by a licensed engineer certified and qualified to perform this analysis in the State of Utah, and based on the mutual agreement by and between UDOT and the Municipality most directly affected by the proposed amendment, subject to the opportunity for all other municipalities to provide comment and input on the proposed amendment and shall not accept the acceptance of other provisions of this agreement not affected by the proposed amendment.*

**WHEREAS**, UDOT has determined by formal finding that 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 **CITY**; and

**WHEREAS**, this **Amended Agreement** is now written to define the terms and changes in the original **Agreement**.

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

1. To paragraph 1 of the **Cooperative Agreement**, it was mutually agreed by the parties hereto to add the location of US-89 and 2550 North in Pleasant View to the list of intersections for future signalization.
2. Future signalization at US-89 and 2550 North should be dependant upon satisfaction of an MUTCD warrant and geometric modifications to the intersection resulting in a traditional four-legged intersection.
3. To paragraph 1 letter (v) of the **Cooperative Agreement**, it was mutually agreed upon by the parties to clarify that the future signal at “US-89 and approximately 3300 North” is US-89 and 1100 West in Pleasant View. (See Exhibit A)
4. To paragraph 1 letter (w) of the **Cooperative Agreement**, it was mutually agreed upon by the parties to clarify that the future signal at “US-89 and approximately 3800 North” is US-89 and 1500 West in Pleasant View. (See Exhibit A)
5. To paragraph 5 letter (g) of the **Cooperative Agreement**, it was mutually agreed upon by the parties to allow for one access between 2550 North and 2700 North on the west side of US-89. (See Exhibit A)
6. To paragraph 5 letter (h) of the **Cooperative Agreement**, it was mutually agreed upon by the parties to clarify that the “approximately 3100 North” access on US-89 is 3000 North and US-89 to the east and west. (See Exhibit A)
7. To paragraph 5 letter (h) of the **Cooperative Agreement**, it was mutually agreed upon by the parties to clarify that “Jacob’s Mill Road (existing)” not only has access to the east from US-89, but also to the west from US-89. (See Exhibit A)
8. To paragraph 5 letter (h) of the **Cooperative Agreement**, it was mutually agreed upon by the parties to relocate the “approximately 3600 North” access on US-89 to 1725 West in Pleasant View on US-89 east and west. (See Exhibit A)
9. To paragraph 5 letter (h) of the **Cooperative Agreement**, it was mutually agreed upon by the parties that “Pleasant View Road” and US-89 intersection will need to be reconstructed to allow for access to the west resulting in a four-legged intersection.
10. All other terms and conditions of said original agreement shall remain in full force and effect.

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:**

**PLEASANT VIEW CITY CORPORATION,**  
a Municipal Corporation of the State of Utah

*Laura Helstrom*

By *Douglas Clifford*

Title: *Recorder*

Title: *Mayor Pleasant View City*

Date: *1/14/09*

Date: *1/14/09*

(IMPRESS SEAL)



**RECOMMENDED FOR APPROVAL:**

**UTAH DEPARTMENT OF  
TRANSPORTATION**

*Chris F. Smith*  
Region Traffic & Safety Engineer

By *W. C. [Signature]*  
Region Director

Date: *1/22/09*

Date: *3/31/09*

**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 11-13-9, and authorizes and approves it.

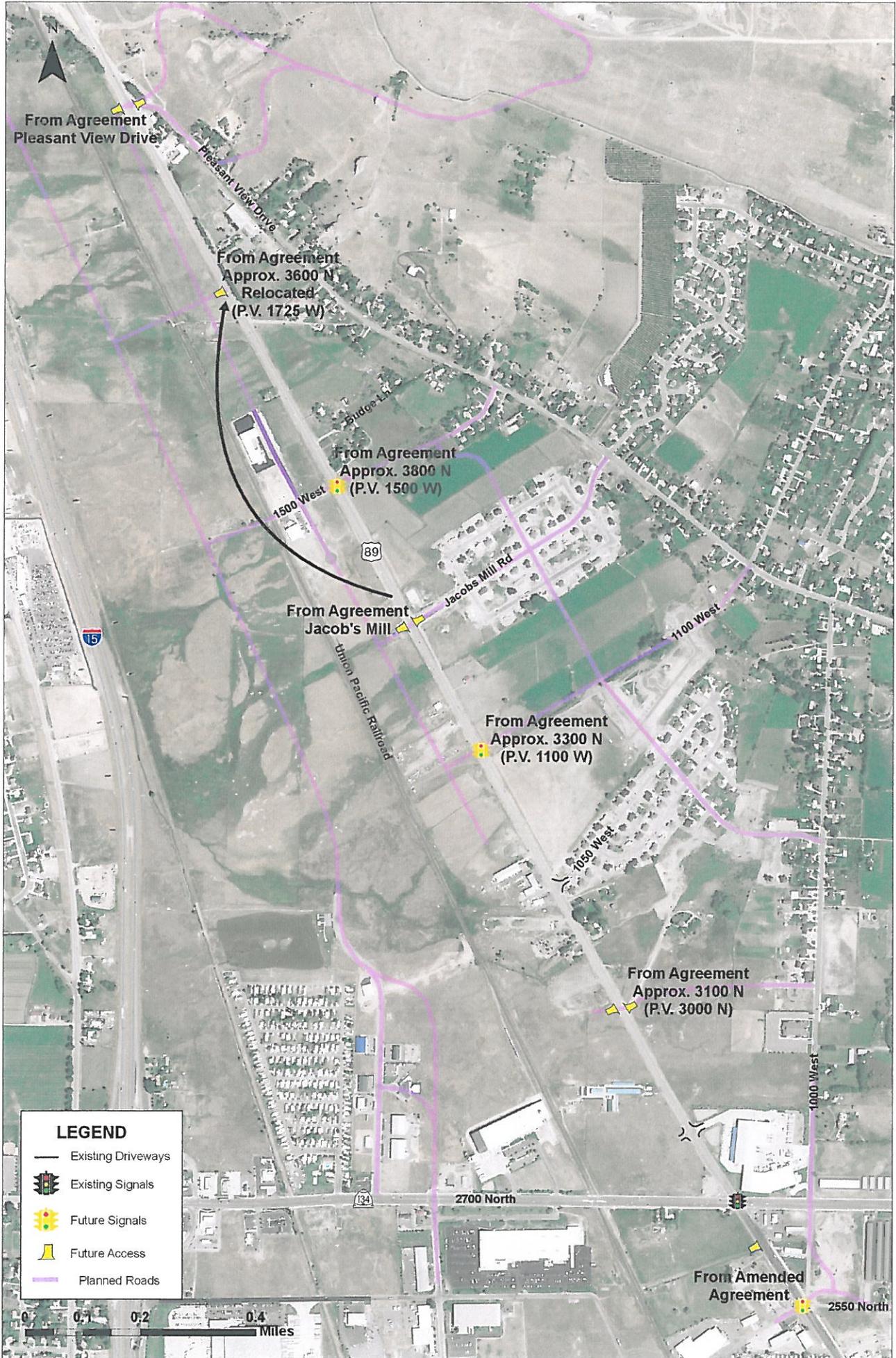
*Cherise [Signature]* *4/8/09*  
UDOT Comptrollers Office  
Contract Administrator

ASSISTANT UDOT ATTORNEY GENERAL  
RENEE SPOONER

*Renee Spooner*



# Exhibit A



# PLEASANT VIEW ACCESS PLANNING

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Prepared for Pleasant View City



Final Report March, 2008. Project Number 070183



**InterPlan Co.**  
**Transportation Planning**  
7719 South Main Street  
Midvale, Utah 84047  
(801) 307-3400 (801) 307-3451 Fax  
[www.interplanco.com](http://www.interplanco.com)

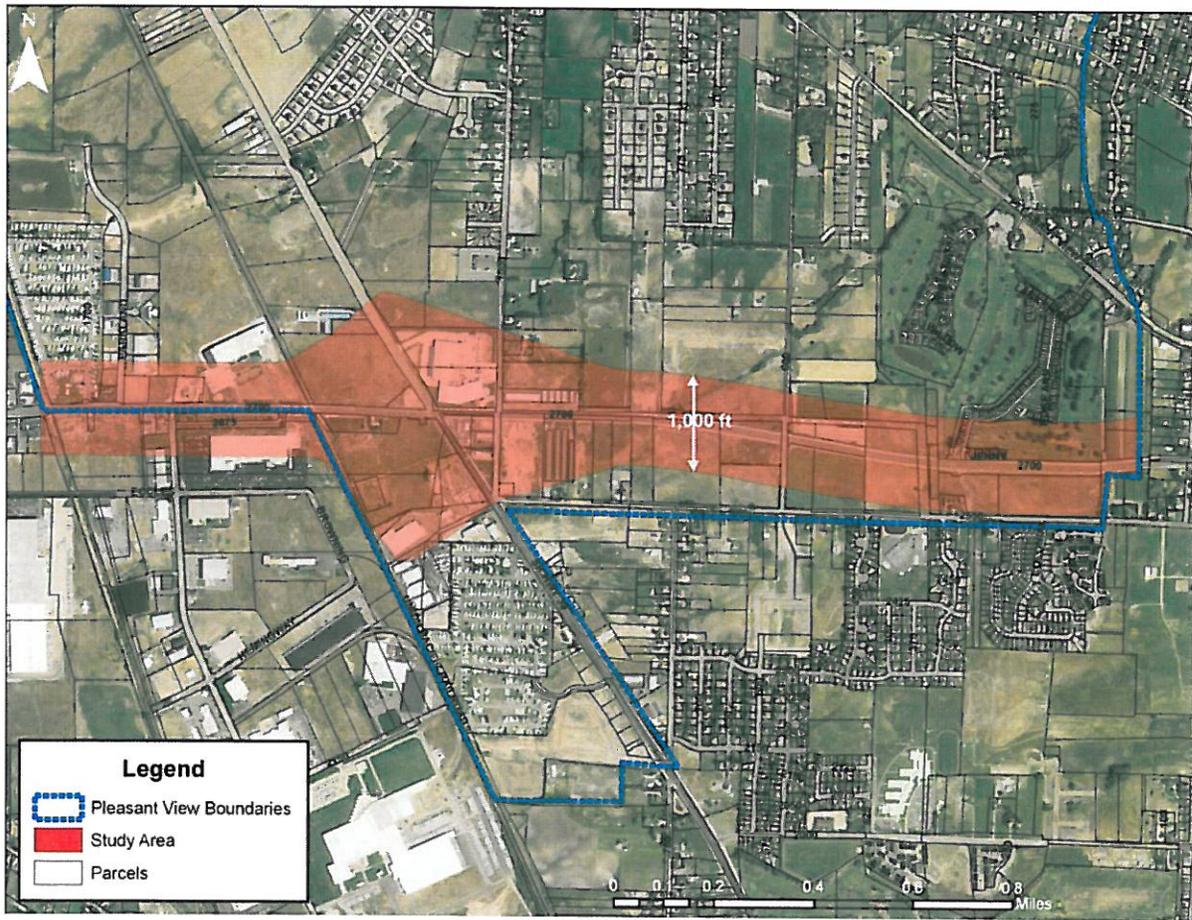
**PLEASANT VIEW ACCESS PLANNING STUDY**

development of the study area as it relates to property access. InterPlan completed the following tasks in order to provide Pleasant View City with this access management plan:

- Analyzed data such as Pleasant View City's General Plan, the future land use map, zoning map, and Community Development Area (CDA) plan to determine the types of development planned. The North Weber County Corridor Preservation Cooperative Agreement was also used heavily.
- Conducted a workshop with owners of property abutting SR-134 on November 28, 2007.
- Conducted a public open house in Pleasant View City on December 12, 2007.
- Developed a written access management plan for the properties along SR-134 within the boundaries of Pleasant View City.

Figure 1 shows the Study Area for the Pleasant View Access Planning Study.

Figure 1: Study Area



**Cooperative Agreement Standards for West Segment:**

Traffic Signals: SR-134 and Rulon White Boulevard (Existing)  
SR-134 and US-89 (Existing)  
US-89 and 2550 North (Future)

Two new un-signalized accesses on US-89:  
One access between 2550 and 2700 North  
One access at approximately 2750 North

Traffic signals will be installed only at those intersections within the North Weber County Corridor Preservation Study limits that are listed above. This installation is subject to meeting minimum traffic signal warrants as defined by the *Manual of Uniform Traffic Control Devices* (MUTCD) and a UDOT field review.

Access may be denied at any location, for any existing or proposed access, based upon the following access management standards set forth in the cooperative agreement:

- SR-134, 660 feet minimum street spacing and 500 feet minimum access spacing west of US-89 to the west city limits
- US-89, no un-signalized access north of SR-134 except at approximately 3100 North, Jacob's Mill Road (Existing), and approximately 3600 North, and Pleasant View Road (Existing)
- US-89, south of SR-134 1,000 feet minimum street and access spacing to Larsen Lane

**Central Segment : US-89 to 600 West**

The standards for the central segment are similar to the west segment. There are three specific access management options for this section. All three of the central segment options meet the requirements of the cooperative agreement and provide access to all properties in this segment. Figures 5 (Option 1), 6 (Option 2) and 7 (Option 3) are attached showing the central segment that conforms to the cooperative agreement.

**Cooperative Agreement Standards for Central Segment:**

Traffic Signal: SR-134 and 600 West (Future)

Traffic signals will be installed only at those intersections within the North Weber County Corridor Preservation Study limits that are listed above. This installation is subject to meeting minimum traffic signal warrants as defined by the *Manual of Uniform Traffic Control Devices* (MUTCD) and a UDOT field review.

Access may be denied at any location, for any existing or proposed access, based upon the following access management standards set forth in the cooperative agreement:

- SR-134, 660 feet minimum street spacing and 500 feet minimum access spacing west of US-89
- US-89, 1,000 feet minimum street and access spacing between Larsen Lane and SR-134

The cooperative agreement access guidelines for SR-134 (2700 North) do not provide for un-signalized access east of US-89 except at approximately 1000 West (Existing), 750 West and 500 West.

**Central Segment Options for Consideration:**

**Option 1** – This option provides access to properties from 2550 West and eliminates all but two accesses on SR-134 (2700 North). The two access points allowed occur at approximately 750 West and at Wildcat Storage (approximately 945 West) as provided for in the cooperative agreement. A public street is proposed at approximately 750 West to facilitate the access to the Bropar Co. LLC property (east of property owned by Douglas Dickson). In this option, three cross easements will need to be preserved to allow access to the private property by crossing over the property of another. The one-way public street at approximately 1000 West can now become a two-way street with a future signalized access at US-89 and 2550 North. The proposed two-way street will provide access to four parcels: P. H. Properties, LLC; Reeves Electric Inc.; James Clair; and, Janet Cragun & Woodfield properties.

**Option 2** – This option places a focus on developing a system of cross easements to access property. Access along SR-134 (2700 North) has been eliminated except for two un-signalized access points at approximately 750 West on the property line between Bropar Co. LLC and the Douglas Dickson parcel and at Wildcat Storage at approximately 945 West. As in Option 1, access to other properties is from 2550 West. Additionally, at 1000 West a cross easement is proposed to preserve access to four parcels: P. H. Properties, LLC; Reeves Electric Inc.; James Clair; and, Janet Cragun & Woodfield properties.

**Option 3** – This option is a hybrid of Options 1 and 2 that was developed as a result of input received at the public open house on December 12, 2007. Like Option 1 and 2, it eliminates all access points on SR-134 (2700 North) except for 750 West and at Wildcat Storage at approximately 945 West as provided for in the cooperative agreement. Basically, a public street is incorporated at approximately 750 West that provides access to both the Bropar Co. LLC and the Douglas Dickson parcels. A system of cross easements on both the north and south side of SR-134 (2700 West) allows access to properties that have potential for development that is adjacent to the state highway. Additionally, at 1000 West a two-way public street is proposed to provide access to four parcels, P. H. Properties, LLC; Reeves Electric Inc.; James Clair and Janet Cragun & Woodfield properties.

### **East Segment: 600 West to the east city boundary**

The east segment standards meet the requirements of the cooperative agreement to provide access to all properties in this segment. Figure 8 is attached showing the east segment that conforms to the cooperative agreement. A public street is proposed at approximately 450 West that provides access to seven properties: Karen Downs (four parcels); Debra J. Sorensen and Bropar Co. LLC (two parcels). This is accomplished by the proposed public street traveling north along the property line of Karen Downs' three parcels and the two Bropar Co. LLC's parcels. Just north of Karen Downs' most northern parcels, the public street is proposed to turn and travel east along the Downs parcels and terminate at 600 West.

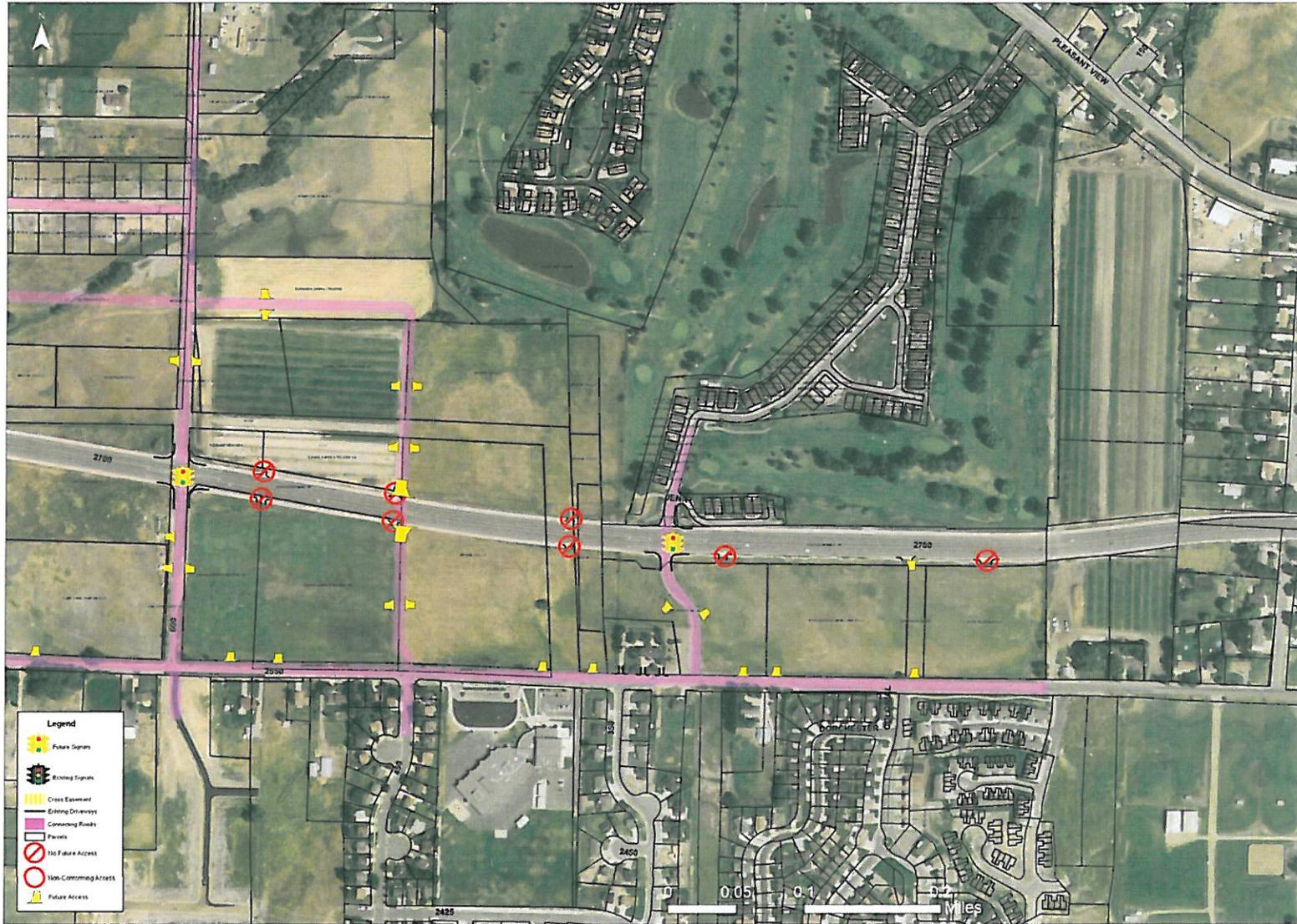
#### **Cooperative Agreement Standards for East Segment:**

Traffic Signals: SR-134 and Hillsborough Drive (Future)

Traffic signals will be installed only at those intersections within the North Weber County Corridor Preservation Study limits that are listed above. This installation is subject to meeting minimum traffic signal warrants as defined by the *Manual of Uniform Traffic Control Devices* (MUTCD) and a UDOT field review.

The cooperative agreement access guidelines for SR-134 (2700 North) do not provide for un-signalized access east of US-89 except at approximately 1000 West (Existing), 750 West, 500 West, 100 West and 300 East (Existing).

**PLEASANT VIEW ACCESS PLANNING STUDY**  
**Figure 8: SR-134 (2700 North), East Segment**



North Weber County Corridor Preservation  
 Farr West City  
 Pleasant View City  
 North Ogden City  
 Harrisville City  
 Utah Department of Transportation

21725

AMENDED SR-134 AGREEMENT

THIS AMENDED AGREEMENT, made and entered into this 29<sup>th</sup> day of September, 20 14, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT", and the cities of FARR WEST, PLEASANT VIEW, NORTH OGDEN, HARRISVILLE CITY, all Registered Municipalities in the State of Utah, hereinafter referred to as the "municipalities," for the SR-134 corridor within the municipal boundaries of Farr West, Pleasant View, and North Ogden. The intention of this agreement is to supersede the previous agreements for SR-134 within the limits identified, not the entire previous agreements. The previous agreements would remain intact as adopted for the other corridors, and for SR-134 outside of FARR WEST, PLEASANT VIEW, and NORTH OGDEN.

WITNESSETH:

WHEREAS, the parties hereto entered into a Cooperative Agreement, dated April 5<sup>th</sup>, 2006, UDOT Finance Number 068626 and

WHEREAS, paragraph eight (8) of the April 5, 2006 Cooperative states:

*UDOT and each Municipality acknowledges that this agreement may be amended at any time to reflect changes which would not degrade the traffic operations or safety of the State Highways and overall transportation system as certified by a traffic engineering study performed by a licensed engineer certified and qualified to perform this analysis in the State of Utah, and based on the mutual agreement by and between UDOT and the Municipality most directly affected by the proposed amendment, subject to the opportunity for all other municipalities to provide comment and input on the proposed amendment and shall not accept the acceptance of other provisions of this agreement not affected by the proposed amendment.*

WHEREAS, based on the findings of the North Weber County Corridor Preservation Study, and a subsequent report completed specifically for SR-134 (June 2013), UDOT and the municipalities desire to facilitate traffic flow along the corridor within the study area in north Weber County, Utah, by identifying and stipulating the locations of existing and future traffic signal installations and major access points; and

**WHEREAS**, in order to manage traffic flow and improve safety, other consideration 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**.

**WHEREAS**, this **Amended Agreement** is now written to define the terms and changes in the original Agreement regarding the SR-134 corridor.

**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 location for existing or future traffic signals:
  - a. SR-134 (2700 North) and SR-126 (2000 West) (Existing)
  - b. SR-134 (2700 North) and I-15 Southbound Ramps (Existing)
  - c. SR-134 (2700 North) and I-15 Northbound Ramps (Existing)
  - d. SR-134 (2700 North) and 1700 West (Future)
  - e. SR-134 (2700 North) and Rulon White Boulevard (Existing)
  - f. SR-134 (2700 North) and US-89 (State Street) (Existing)
  - g. SR-134 (2700 North ) and 600 West (Existing)
  - h. SR-134 (2700 North) and Hillsborough Drive (Future)
  - i. SR-134 (2700 North) and SR-235 (Washington Boulevard) Existing)
2. The parties hereto agree that traffic signals will only be installed at those intersections within the limits that are listed above when they meet the minimum traffic signal warrants as defined by the *Manual on Uniform Traffic Control Devices* (MUTCD) and following a positive **UDOT** field review.
3. Other intersections on SR-134 (2700 North) within the **municipal** jurisdictions will not be considered for future traffic signalization.
4. The **municipalities** acknowledge that, at **UDOT**'s discretion, access may be denied at any location for any existing or proposed access based upon Rule R930-6, Access Management, July 2013.
5. The **municipalities** acknowledge that, at **UDOT**'s discretion, it may become necessary to restrict certain types of movements at any and all un-signalized intersections or access points within the corridor to right-in right-out only movements. **UDOT** will continue to work and coordinate with the **municipalities** as safety becomes a concern within this corridor as traffic increases.
6. If access is restricted through the use of raised medians, the **municipalities** and **UDOT** will work together to identify the most suitable median landscape treatment (softscape, xeriscape, decorative hardscape, etc.), if possible, that creates an entry gateway feature to the **municipalities**. The costs for any improvements other than the placement of **UDOT** standard raised median shall be borne by the **municipality** as a betterment.

7. It is anticipated by the **municipalities** that landscaping will be added to any future interchange improvements. The **municipalities** and **UDOT** will work together to identify the most suitable landscape treatment (softscape, xeriscape, decorative hardscape, etc.), if possible, that creates an entry gateway feature to the **municipalities**. The costs for these improvements are typically borne by the **municipality** as a betterment to the **UDOT** standard landscaping treatments.

North Weber County Corridor Preservation  
Farr West City  
Pleasant View City  
North Ogden City  
Harrisville City  
Utah Department of Transportation

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:

FARR WEST CITY CORPORATION,  
a Municipal Corporation of the State of Utah

By: Indray Anardi  
Title: City Recorder  
Date: August 26, 2014  
(IMPRESS SEAL)

By: [Signature]  
Title: Mayor  
Date: August 26, 2014

ATTEST:

PLEASANT VIEW CITY CORPORATION,  
a Municipal Corporation of the State of Utah

By: [Signature]  
Title: City Recorder  
Date: 9-4-14  
(IMPRESS SEAL)

By: [Signature]  
Title: MAYOR  
Date: 9.4.14

ATTEST:

NORTH OGDEN CITY CORPORATION,  
a Municipal Corporation of the State of Utah

By: S. Annette Spindle  
Title: City Recorder  
Date: 9/18/2014  
(IMPRESS SEAL)

By: But R. Taylor  
Title: Mayor  
Date: 9/18/2014



North Weber County Corridor Preservation  
Farr West City  
Pleasant View City  
North Ogden City  
Harrisville City  
Utah Department of Transportation

ATTEST:

HARRISVILLE CITY CORPORATION,  
a Municipal Corporation of the State of Utah

By: Jennie Knight  
Title: City Recorder  
Date: Sep. 3, 2014  
(IMPRESS SEAL)

By: Bruce Richards  
Title: Mayor  
Date: 3 Sep 14

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF  
TRANSPORTATION

Dave Foster  
Region Traffic & Safety Engineer  
Date: 9-29-14

By: [Signature]  
Region Director  
Date: 9-29-14

APPROVED AS TO FORM:

Approved:

As evidence by the signature below, the  
Attorney General's Office has reviewed  
this Agreement pursuant to Utah Code  
Annotated, Section 11-13-9, and authorizes  
and approves it.

Cherise Young 10-10-14  
UDOT Comptrollers Office  
Contract Administrator

ASSISTANT UDOT ATTORNEY GENERAL

Nene Spruner

068626

North Weber County Corridor Preservation  
Farr West City  
Pleasant View City  
North Ogden City  
Utah Department of Transportation

2013

**AMENDED SR-134 AGREEMENT A4-2015**

**THIS AMENDED AGREEMENT**, made and entered into this 14 day of April, 2015, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "UDOT", and the cities of **FARR WEST, PLEASANT VIEW, NORTH OGDEN**, all Registered Municipalities in the State of Utah, hereinafter referred to as the "municipalities," for the SR-134 corridor within the municipal boundaries of the three cities. The intention of this agreement is to supersede the previous agreements for SR-134 within the limits identified, not the entire previous agreements. The previous agreements would remain intact as adopted for the other corridors, and for SR-134 outside of **FARR WEST, PLEASANT VIEW, and NORTH OGDEN**.

**WITNESSETH:**

**WHEREAS**, the parties hereto entered into a **Cooperative Agreement**, dated April 5<sup>th</sup>, 2006, UDOT Finance Number 068626 and

**WHEREAS**, paragraph eight (8) of the April 5, 2006 Cooperative states:

*UDOT and each Municipality acknowledges that this agreement may be amended at any time to reflect changes which would not degrade the traffic operations or safety of the State Highways and overall transportation system as certified by a traffic engineering study performed by a licensed engineer certified and qualified to perform this analysis in the State of Utah, and based on the mutual agreement by and between UDOT and the Municipality most directly affected by the proposed amendment, subject to the opportunity for all other municipalities to provide comment and input on the proposed amendment and shall not accept the acceptance of other provisions of this agreement not affected by the proposed amendment.*

**WHEREAS**, based on the findings of the North Weber County Corridor Preservation Study, and a subsequent report completed specifically for SR-134 (June 2013), **UDOT** and the **municipalities** desire to facilitate traffic flow along the corridor within the study area in north Weber County, Utah, by identifying and stipulating the locations of existing and future traffic signal installations and major access points; and

**WHEREAS**, in order to manage traffic flow and improve safety, other consideration 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**.

**WHEREAS, this Amended Agreement** is now written to define the terms and changes in the original Agreement regarding the SR-134 corridor.

**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 location for existing or future traffic signals:
  - a. SR-134 (2700 North) and SR-126 (2000 West) (Existing)
  - b. SR-134 (2700 North) and I-15 Southbound Ramps (Existing)
  - c. SR-134 (2700 North) and I-15 Northbound Ramps (Existing)
  - d. SR-134 (2700 North) and 1700 West (Future)
  - e. SR-134 (2700 North) and Rulon White Boulevard (Existing)
  - f. SR-134 (2700 North) and US-89 (State Street) (Existing)
  - g. SR-134 (2700 North ) and 600 West (Existing)
  - h. SR-134 (2700 North) and 300 East (Future)
  - i. SR-134 (2700 North) and SR-235 (Washington Boulevard) Existing)
2. The parties hereto agree that traffic signals will only be installed at those intersections within the limits that are listed above when they meet the minimum traffic signal warrants as defined by the *Manual on Uniform Traffic Control Devices* (MUTCD) and following a positive **UDOT** field review.
3. Other intersections on SR-134 (2700 North) within the **municipal** jurisdictions will not be considered for future traffic signalization.
4. The **municipalities** acknowledge that, at **UDOT**'s discretion, access may be denied at any location for any existing or proposed access based upon the currently adopted rule R930-6, Access Management
5. The **municipalities** acknowledge that, at **UDOT**'s discretion, it may become necessary to restrict certain types of movements at any and all un-signalized intersections or access points within the corridor to right-in right-out only movements. **UDOT** will continue to work and coordinate with the **municipalities** as safety becomes a concern within this corridor as traffic increases.
6. If access is restricted through the use of raised medians, the **municipalities** and **UDOT** will work together to identify the most suitable median landscape treatment (softscape, xeriscape, decorative hardscape, etc.), if possible, that creates an entry gateway feature to the **municipalities**. The costs for any improvements other than the placement of **UDOT** standard raised median shall be borne by the **municipality** as a betterment.
7. It is anticipated by the **municipalities** that landscaping will be added to any future interchange improvements. The **municipalities** and **UDOT** will work together to identify the most suitable landscape treatment (softscape, xeriscape, decorative hardscape, etc.), if possible, that creates an entry gateway feature to the **municipalities**. The costs for these

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Utah Department of Transportation

improvements are typically borne by the **municipality** as a betterment to the **UDOT** standard landscaping treatments.

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:

By: *Andres Garcia*  
Title: City Recorder  
Date: 3-24-2015  
(IMPRESS SEAL)

FARR WEST CITY CORPORATION,  
a Municipal Corporation of the State of Utah

By: *[Signature]*  
Title: Mayor  
Date: 3-24-2015

ATTEST:

By: *[Signature]*  
Title: Recorder  
Date: 3/10/15  
(IMPRESS SEAL)

PLEASANT VIEW CITY CORPORATION,  
a Municipal Corporation of the State of Utah

By: *[Signature]*  
Title: Mayor  
Date: 3/10/15

ATTEST:

By: *S. Annette Spindlow*  
Title: City Recorder  
Date: 12 Feb 2015  
(IMPRESS SEAL)

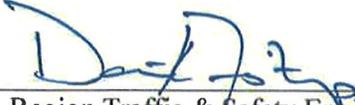
NORTH OGDEN CITY CORPORATION,  
a Municipal Corporation of the State of Utah

By: *B. R. Tyle*  
Title: Mayor  
Date: Feb 12, 2015



North Weber County Corridor Preservation  
Farr West City  
Pleasant View City  
North Ogden City  
Utah Department of Transportation

**RECOMMENDED FOR APPROVAL:**



Region Traffic & Safety Engineer

Date: 4-20-15

**APPROVED AS TO FORM:**



ASSISTANT UDOT ATTORNEY GENERAL

**UTAH DEPARTMENT OF  
TRANSPORTATION**

By



Region Director

Date: 4-14-15

**Approved:**



5-12-15

UDOT Comptrollers Office  
Contract Administrator

