

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this _____ day of _____, 2017, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and the **CITY OF OREM**, a municipal corporation in the State of Utah, hereinafter referred to as the “**CITY**”.

WITNESSETH:

WHEREAS, UDOT and the **CITY** desire to preserve and establish a traffic signal and access management plan along SR-52 (800 North/Canyon Parkway) from SR-114 (Geneva Road) to Provo River; and

WHEREAS, the access management plan is intended to be in accordance with the **CITY**'s current transportation master plan and to be in accordance with **UDOT**'s current Access Management standards and practices, whichever is more stringent ; and

WHEREAS, this Agreement is now written to define current and future traffic signal locations and define access management conditions along the corridor as noted above; and

WHEREAS, UDOT and the **CITY** desire to limit and regulate the number and location of accesses and streets intersecting with SR-52 in order to facilitate optimum traffic flow; and

WHEREAS, a No Access line means a line parallel or adjacent to the state highway right-of-way purchased and held with the intent to disallow connections across such lines. No access lines are of the highest priority and order of the state highway system and have been established to preserve and protect the functional operation of the adjacent facility. Also referred to as line of no access, or no access facilities. Shown as a red line in Exhibit A; and

WHEREAS, a Limited Access line means a line parallel or adjacent to the state highway right-of-way purchased and held with the intent to limit and control access across such lines and thereby preserve the functionality, operation, safety, and capacity of the highway system. The highest priority and consideration for access category spacing standards and design apply where limited access lines exist. Also referred to as line of limited access, limited access highway, limited access freeway, or limited access facilities. Shown as an orange line in Exhibit A; and

WHEREAS, Regular Right-of-Way means access connections which are not restricted by No Access or Limited Access definitions. Shown as a purple line in Exhibit A; and

WHEREAS, the north side of SR-52 from SR-114 to Industrial Park Drive and the south side of SR-52 from SR-114 to 1370 West is currently designated as Limited Access, the north side of SR-52 from Industrial Park Drive to 1200 West and the south side of SR-52 from 1370 West to 1200 West is currently designated as No Access, both sides of SR-52 from 1200 West to US-89 is currently designated as a Limited Access, and both sides of SR-52 from US-89 to the Provo River is currently designated as Regular Right-of-Way; and

WHEREAS, this Agreement is made to set out the terms and conditions whereby future traffic signals may be installed.

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

1. The following locations are identified as existing or proposed traffic signal installations along SR-52:

- SR-114 (Geneva Rd.) (Existing)
- I-15 Ramps (Existing)
- 1200 West (Existing)
- 980 West (Existing)
- 800 West (Existing)
- 600 West (Proposed)
- 400 West (Existing)
- US-89 (State St.) (Existing)
- Main Street (Existing)
- 400 East (Existing)
- 600 East (Proposed)
- 800 East (Existing)
- 1000 East (Proposed)
- Palisades Drive (Existing)

The existing and proposed signal locations are shown on Exhibit B. A traffic study regarding the intersection of SR-52 & 1550 East is included as Exhibit C.

2. Traffic signals at any of the proposed intersections listed above will not be installed until warranted and approved by **UDOT**. Additional traffic signals along the corridor may be considered on an individual basis when warranted by **UDOT**. It is understood that it may be necessary to restrict traffic movements at minor intersections or access points in order to maximize traffic flow and improve safety through the corridor as agreed upon by the parties hereto. All intersections listed above as proposed traffic signal locations will remain as full movement intersections to facilitate traffic signal warrant studies.

3. The current State Highway Access Management Standards Category for the entire length of SR-52 is “6”, meaning minimum traffic signal spacing of 1320 feet, minimum street spacing of 350 feet, and minimum access spacing of 200 feet. It also means minimum interchange to crossroad access spacing is 500 feet to first right-in/right-out, 1320 feet to first intersection, and 500 feet from last right-in/right-out. However, it is obvious there are existing traffic signals closer than 1,320 feet apart, there are streets closer than 350 feet apart, and accesses closer than 200 feet apart or closer than 200 feet to the next intersecting street. These locations are “grandfathered in” based on previous review and approval by the **CITY** and **UDOT**.

4. Future requests for street or access connections within the Limited Access segments shall be reviewed by the **CITY, UDOT, and FHWA** and no connections will be allowed unless approved by all three agencies. Future requests for street or access connections within the Regular Right-of-Way segment shall be reviewed by the **CITY and UDOT**, and no connections will be allowed unless approved by both agencies. Both parties will strive to maintain access spacing according to the current Access Management Standards. It is understood that it may be necessary to consider reasonable exceptions to the traffic signal, street, and access spacing criteria based on specific site conditions.
5. Segments of the highway which are currently designated as No Access, Limited Access, or Regular Right-of-Way are unchanged by this Agreement.
6. The parties hereto shall consider the concepts contained herein in the development of any master plans in this area and shall work towards the common goal of this Agreement.

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:

OREM CITY CORPORATION, a
municipal corporation of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

Corridor Preservation Along SR-52 from
SR-114 to Provo River in Orem
OREM CITY CORPORATION
Federal ID No. 876000258

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Region Three Traffic Operations Engineer

By: _____
Region Three Director

Date: _____

Date: _____

APPROVED AS TO FORM:

COMPTROLLER OFFICE

This Form Agreement has been previously
Approved as to form by the office of Legal
Counsel for the Utah Department of
Transportation.

By: _____

Date: _____