

18006

**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN**  
**WOODS CROSS CITY, WEST BOUNTIFUL CITY**  
**AND**  
**UTAH DEPARTMENT OF TRANSPORTATION**

**THIS AGREEMENT** (“Agreement”), is made and entered into as of the \_\_\_\_ day of December, 2012, by and between **WOODS CROSS CITY**, a Utah municipal corporation and **WEST BOUNTIFUL CITY**, a municipal corporation, hereinafter referred together as the “Cities,” and the **UTAH DEPARTMENT OF TRANSPORTATION**, a department of the State of Utah, hereinafter referred to as “UDOT.”

**WITNESSETH:**

**WHEREAS**, Title 11, Chapter 13 of the *Utah Code Annotated*, 1953, as amended, authorizes contracts between public agencies for the performance of any governmental service or activity which each public agency is authorized to perform and agreements for joint or cooperative action between such agencies; and

**WHEREAS**, the parties to this Agreement are both governmental entities organized under the laws of the State of Utah and are empowered to provide for traffic signals and to control traffic operations for the benefit of the public; and

**WHEREAS**, to facilitate traffic flow along the SR-68 corridor between 2600 South and 500 South, and 500 South between Legacy Parkway and I-15, the parties hereto desire to designate specific access management and corridor preservation elements; and

**WHEREAS**, a traffic study titled *Woods Cross 500 South Access Management Study* and dated Revised August 2011 was completed for the SR 68 corridor (Redwood Road between 1500 South and 500 South and 500 South between Legacy Parkway and I-15); and

**WHEREAS**, a detailed analysis of the land uses and traffic operations for the access points along the segment of SR-68 between 1500 South and 2600 South was not conducted in the traffic study, but the existing and future access points for this segment have been identified in this Agreement by UDOT and the Cities; and

**WHEREAS**, UDOT has determined by formal finding that regulation of intersection and access points for future highway improvements is not in violation of the laws of the State of Utah or any legal contract with the Cities; and

**WHEREAS**, the parties desire to reduce their respective understandings and agreement to writing;

**NOW, THEREFORE,** in consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in compliance with and pursuant to the terms and provisions of the Interlocal Cooperation Act referred to hereinabove, the parties hereto agree as follows:

1. To facilitate traffic flow along the SR-68 corridor between 2600 South and 500 South, and 500 South between Legacy Parkway and I-15, the following locations are identified as existing or future traffic signal locations. The actual timing of future installation will be determined by the criteria identified in paragraph 4:

- 2600 South and Redwood Road (existing)
- 2185 South and Redwood Road (future)
- 1500 South and Redwood Road (existing)
- 1050 South and Redwood Road (future)
- Legacy Parkway and 500 South NB on-off ramps (future)
- Legacy Parkway and 500 South SB on-off ramps (future)
- 500 South and Redwood Road (existing)
- 1450 West and 500 South (future)
- 1100 West and 500 South (future)
- 950 West and 500 South (future)
- I-15 and 500 South NB on-off ramps (existing)
- I-15 and 500 South SB on-off ramps (existing)

2. To facilitate traffic flow along the SR-68 corridor between 2600 South and 500 South, and 500 South between Legacy Parkway and I-15, the following intersections have been identified as locations for unsignalized, full median opening intersections:

- 2425 South and Redwood Road
- 1925 South and Redwood Road
- 1180 South and Redwood Road
- 750 South and Redwood Road
- 1650 West and 500 South
- 1600 West and 500 South\*
- 1525 West and 500 South
- 1200 West and 500 South
- 800 West and 500 South
- 700 West and 500 South

*\* The intersection of 1600 West and 500 South will be initially constructed as a full median opening. However, after the local street network is constructed and the adjacent intersection at 1450 West is signalized, the intersection of 1600 West and 500 South could be evaluated as a candidate for signalization. The actual timing of future installation will be determined by the criteria identified in paragraph 4.*

3. To facilitate traffic flow along the SR-68 corridor between 2600 South and 500 South, and 500 South between Legacy Parkway and I-15, the following locations are identified as locations for future/existing unsignalized right-in/out intersections:

- 1350 South and Redwood Road
- 875 South and Redwood Road
- 675 South and Redwood Road
- 1900 West and 500 South
- 1675 West and 500 South
- 1625 West and 500 South
- 1325 West and 500 South
- 1150 West and 500 South
- 875 West and 500 South

Movements at these intersections shall be restricted as described in paragraph 5, below.

4. The parties hereto agree that the proposed traffic signals will be installed only at the intersections in the herein described SR-68 corridor and are subject to meeting minimum traffic signal warrants as defined by the Manual on Uniform Traffic Control Devices (MUTCD) and a UDOT field review. Based on future considerations and needs, this Agreement may need to be amended from its original form and, therefore, any desires to amend this Agreement shall require the mutual concurrence of the parties hereto.

5. Recognizing this, the Cities have developed, with UDOT input, a conceptual drawing for the SR-68 corridor, which is attached hereto as Exhibit A. The conceptual drawing illustrates the proposed signalized and unsignalized intersections detailed in paragraphs 1, 2, and 3, above. The conceptual drawing also illustrates the agreed upon movements at each access point.

The key access management elements here agreed upon are as follows:

- a. UDOT, in agreement with the Cities, will only allow the planned access points. Apart from the planned intersections, no new access points or driveways will be allowed.
- b. The existing access points not identified as future access locations as part of this agreement will remain in place until future redevelopment (change of land use) per UDOT Administrative Rule R903-6.
- c. On SR-68 between 1500 South and I-15, in addition to planned intersections identified above in paragraphs 1, 2, and 3, signals, streets, and access points shall be based on meeting the following access spacing criteria:

Minimum Signal Spacing  
1,320 feet

Minimum Street Spacing  
660 feet

The minimum signal spacing is to be measured from the centerline of the existing or proposed signalized intersection cross street to the centerline of the next existing or proposed signalized intersection cross street. Minimum street spacing is measured as the distance from leaving point of tangent to receiving point of tangent.

6. This Agreement is not assignable.

7. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, between the parties with respect to the subject matter hereof.

8. Except as specifically provided otherwise herein, each party shall be responsible for and shall defend the actions of its own employee, negligent or otherwise, performed pursuant to the provisions this Agreement.

9. This Agreement shall be effective for a period of 50 years commencing as of the date of this Agreement.

10. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Administrator's of the two cities and the UDOT Region Director, acting as a joint board. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement.

11. This Agreement shall be submitted to the authorized attorney for each party hereto for approval as to form in accordance with Section 11-13-202.5 of the *Utah Code Annotated*, as amended.

12. If any portion of this Agreement is held unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions hereof shall continue in full force and effect.

13. This Agreement is not intended to benefit any person or entity not named as a party hereto.

14. This Agreement may be amended only in writing signed by the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written

**"CITIES"**

ATTEST:

Alan T. Lewis  
City Recorder



**WOOD CROSS CITY**

By: [Signature]  
Mayor

ATTEST:

[Signature]  
City Recorder



**WEST BOUNTIFUL CITY**

By: [Signature]  
Mayor

**RECOMMENDED FOR APPROVAL**

By: [Signature]  
Region Traffic Operations Engineer

**"UDOT"**

**UTAH DEPARTMENT OF TRANSPORTATION**

By: [Signature] [Signature]  
Region Director Executive Director

**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.

Approved:

By: [Signature] 2-5-13  
UDOT Comptroller Office  
Contract Administrator

ASSISTANT UDOT ATTORNEY GENERAL  
RENEE SPOONER

[Signature]

WOOD CROSS CITY ATTORNEY

[Signature]

WEST BOUNTIFUL CITY ATTORNEY

[Signature]

Note: Existing drive approaches will remain, however, UDOT and Woods Cross will work to combine or eliminate as development occurs to conform with this plan.

# Woods Cross City Access Management Plan

## Exhibit A

Date: 9/10/2012

