

**AMENDED SR-134 AGREEMENT**

**THIS AMENDED AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, 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.

**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 the currently adopted, "*Accommodation of Utilities and the Control and Protection of State Highway Rights of Way*," (R930-6) document.
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.), 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.
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.), 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.

**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: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
(IMPRESS SEAL)

Date: \_\_\_\_\_

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**ATTEST:**

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
(IMPRESS SEAL)

Date: \_\_\_\_\_

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**ATTEST:**

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
(IMPRESS SEAL)

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

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

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

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.

ASSISTANT UDOT ATTORNEY GENERAL

\_\_\_\_\_

**UTAH DEPARTMENT OF  
TRANSPORTATION**

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

Date: \_\_\_\_\_

**Approved:**

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