

COTTONWOOD HEIGHTS

RESOLUTION No. 2020-50

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH UTAH DEPARTMENT OF TRANSPORTATION FOR CORRIDOR PRESERVATION (WASATCH BLVD.)

WHEREAS, the Utah Department of Public Transportation (“UDOT”) is responsible for providing for the safe and efficient movement of all modes of traffic on state highways within the state of Utah, including those within local jurisdictions such as the city of Cottonwood Heights (“City”); and

WHEREAS, UDOT and City desire to preserve a corridor and establish a traffic signal plan and access control plan along SR-190/SR-210 (“*Wasatch Blvd.*”) within City’s boundaries, from the intersection of Wasatch Blvd. and 6200 South to the intersection of Wasatch Blvd. and North Little Cottonwood Road (i.e., mileposts 0.82 and 2.21, respectively); and

WHEREAS, the parties therefore have formulated a proposed agreement (the “*Agreement*”) to provide for their future collaboration concerning Wasatch Blvd., to be in accordance with City’s current transportation, corridor, and general plans and UDOT’s current access management standards and practices; and

WHEREAS, under the Interlocal Cooperation Act, UTAH CODE ANN. 11-13-101 et seq. (the “*Interlocal Act*”), any two or more public agencies may enter into agreements with one another for joint or cooperative action; and

WHEREAS, City and UDOT are public agencies for purposes of the Interlocal Act and are empowered to enter into the Agreement; and

WHEREAS, City’s city council (the “*Council*”) met in regular session on 20 October 2020 to consider, among other things, approving City’s entry into the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of City’s residents to approve City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement with UDOT is hereby approved, and that City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of City.

This Resolution, assigned no. 2020-50, shall take effect immediately upon passage.

PASSED AND APPROVED this 20th day of October 2020.

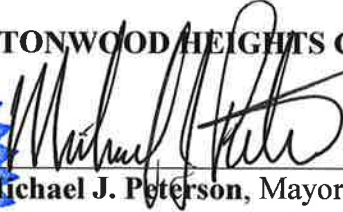
ATTEST:

By:


Paula Melgar, Recorder



By:


Michael J. Peterson, Mayor

VOTING:

Michael J. Peterson	Yea ☒	Nay ☐
Douglas Petersen	Yea ☒	Nay ☐
J. Scott Bracken	Yea ☒	Nay ☐
Tali C. Bruce	Yea ☒	Nay ☐
Christine Watson Mikell	Yea ☒	Nay ☐

DEPOSITED in the office of the City Recorder this 20th day of October 2020.

RECORDED this 23rd day of October 2020.

CORRIDOR PRESERVATION ALONG SR-210

Cottonwood Heights CITY

Federal ID No. _____

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this 20th day of Oct, 2020, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”; and **Cottonwood Heights**, a municipal corporation in the State of Utah, hereinafter referred to as the “**LOCAL JURISDICTION**”.

RECITALS:

WHEREAS, the primary function of a state highway is to provide for the safe and efficient movement of all modes of traffic, while providing access to property is a secondary function; a state highway primarily moves higher traffic volumes over long distances than roadways under local jurisdictions; and

WHEREAS, the parties hereto desire to preserve a corridor and establish a traffic signal plan and access control plan along the SR-190/SR-210 (“Wasatch Boulevard”) corridor in the **LOCAL JURISDICTION** from the intersection of Wasatch Boulevard and 6200 South to the intersection of Wasatch Boulevard and North Little Cottonwood Road (mileposts 0.82 and 2.21, respectively); and

WHEREAS, the purposes of this Agreement are to ensure future collaboration between the parties hereto; to facilitate traffic flow for all modes, to be in accordance with the **LOCAL JURISDICTION’S** current transportation master plans, corridor plan, or general plans; and to be in accordance with **UDOT’s** current Access Management Standards and practices; and

WHEREAS, this coordinated Agreement benefits both **UDOT** and the **LOCAL JURISDICTION** because as their respective staffs change over time, this Agreement will be in place to ensure adherence and consistency to the requirements of this Agreement;

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

PART A: CORRIDOR PRESERVATION

1. As development occurs and the **LOCAL JURISDICTION** believes a change in any of the access categories is necessary, a request shall be submitted to **UDOT** by the **LOCAL JURISDICTION** which includes information pertaining to the existing access category and information pertaining to the factors listed in the Utah Administrative Code R930-6 for revising the access category. *The explanation must discuss how the change is consistent with and conforms to the purposes and standards as described in the R930-6 document.* Any change shall be consistent with and conform to the purposes and standards of R930-6 and does not compromise the public health, safety and welfare of the public. A request for reassignment in access category shall not be made solely to accommodate planned growth of an entity, a specific access request, or to allow the permitting of access connections that would otherwise not be permitted. SR-190/SR-210 as referenced herein is a **UDOT** Access Category 3/Category 5 facility; change of access locations is not guaranteed and is required to follow the **UDOT** policy and process for access change which include approval from the **Central UDOT**

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right of way director and payment for the appraised value of the change in access. According to R930-6, p. 20, Table 1, the following intersection spacing applies:

PART B: TRAFFIC SIGNAL PLAN and ACCESS CONTROL PLAN

Category	Minimum Signal Spacing (feet)	Minimum Street Spacing (feet)	Minimum Driveway Spacing (feet)	Minimum Interchange to Crossroad Access Spacing		
				to 1 st Right-in Right-out Driveway (feet)	to 1 st Intersection (feet)	from Last Right-in Right-out Driveway (feet)
3 (S-U)	2640	N/A	N/A	1320	1320	1320
5 (R-PU)	2640	660	350	660	1320	500

1. All parties will maintain traffic signal, street, and access spacing according to this Agreement.

2. **UDOT**, as part of this Agreement, requires the following conditions/requirements be met and maintained:

A. Offsetting of existing and future streets is not allowed. The streets should access at 90 degree angles and line up across the intersection. Should there be a documented need for any variation from this standard, an allowable skew of no greater than 15 degrees may be allowed. The **LOCAL JURISDICTION** shall obtain written approval from **UDOT** for any angle that is not 90 degrees.

B. Every effort possible should be made for existing non-street accesses onto Wasatch Boulevard to be combined and access made to internal roadway systems in the development and not directly onto the road. This is to help facilitate the traffic flow onto and along the corridor by limiting access onto Wasatch Boulevard from roadway systems and not individual accesses. It is recommended that these accesses be set back from the corridor's intersections consistently with **UDOT's** road classification standards, except as noted individually in section 2.E. below.

C. In conjunction with the **LOCAL JURISDICTION**, **UDOT** shall endeavor to ensure noise impact mitigation is commensurate with any anticipated modifications, widening, or enhancements to Wasatch Boulevard, in compliance with **UDOT's** Noise Abatement policy (**UDOT** 08A2-01) and rule.

D. If existing **UDOT** roadway right of ways, including easements, are proposed to be used by new developments for the construction of acceleration/deceleration lanes; additional property will be required to be dedicated to **UDOT** so as to preserve right of way for future **UDOT** projects such as roadway widening, shoulders, drainage features, etc.

E. The **LOCAL JURISDICTION** shall endeavor, without material cost, to

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construct all permanent public improvements above ground with a setback of 30 feet from the existing ROW line or perpetual easement line to facilitate future widening of SR-210. For private improvements, the **LOCAL JURISDICTION** should encourage voluntary compliance with the minimum 30' setback from the existing ROW line or perpetual easement line with the development approvals.

F. The following locations are identified as existing, warranted, or potential traffic signal locations along Wasatch Boulevard:

1. SR-190 (Wasatch Boulevard) and 6200 South (MP 0.82) (existing)
 2. One proposed signalized access to "gravel pit". Two proposed right-in/right-out intersections: one to the south of the signalized, and one to the north for a total of three accesses. The exact locations, and the option to signalize, shall remain flexible pending additional study and analyses.
 3. SR-190/SR-210 (Wasatch Boulevard) and Fort Union Boulevard (MP 1.83) (existing)
 4. SR-210 (Wasatch Boulevard) and Bengal Boulevard (MP .72) (existing)
 5. SR-210 (Wasatch Boulevard) and 3500 East (MP 1.25) (existing)
 6. SR-210 (Wasatch Boulevard) and King's Hill Drive (MP 1.47) (Proposed: on the condition of cross-street (8350 South) alignment with King's Hill, and at least one warrant is met)
 7. SR-190/SR-210 (Wasatch Boulevard) and North Little Cottonwood Road (MP 2.21) (existing)
3. Proposed traffic signals listed in 2E above will not be installed unless warranted and approved by **UDOT**. It may be necessary to restrict certain types of traffic movements at any intersection or access in order to maintain traffic flow and improve safety through the corridor. All signalized intersections shall accommodate pedestrians for all movements.
4. All access spacing requirements (Category 3 and 5) and limited access lines will remain in force throughout that section, except as noted in 2B above.
5. Upon the possible modifications of the highway, **UDOT** will review any unauthorized accesses and likely eliminate those accesses.
6. Segments of Wasatch Boulevard which are currently designated as No Access, Limited Access, or Regular Right-of-Way are unchanged by this Agreement.
7. Exhibit A, which is incorporated by reference, shows the corridor referencing the category type, limited access location, and existing and proposed signal locations.

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8. The parties shall consider the concepts contained herein during the development of any master plans in this area and work towards the common goal of this Agreement.
9. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written.
10. In the event there are proposed changes in the provisions covered by this Agreement, a modification to this Agreement approved in writing by all parties is required to place them into effect. A formal review by both parties shall be undertaken at least every two years from the date of execution, and shall be undertaken more frequently upon the written request of a party.
11. The failure of any party to insist upon strict compliance of any of the terms and conditions, or failure to delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.
12. Each party represents that it has the authority to enter into this Agreement.
13. If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
14. Company certifies conformance and continued conformance with Public Law 115-232, Sec. 889 and 2 CFR § 200.216

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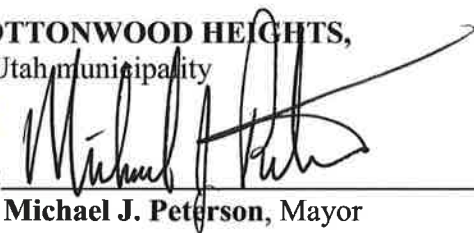
Federal ID No. _____

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: 
Paula Melgar, City Recorder



COTTONWOOD HEIGHTS,
A Utah municipality
By: 
Michael J. Peterson, Mayor

Date: October 20, 2020

Date: October 20, 2020

(IMPRESS SEAL)

APPROVED AS TO FORM:

By: 
Wm. Shane Topham, City Attorney

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Region Two Traffic Operations Engineer

By: _____
Region Two Director

Date: _____

Date: _____

APPROVED AS TO FORM:

COMPTROLLER OFFICE

By: _____
Renee Spooner Assistant Attorney General

By: _____
Contract Administrator

Date: _____

Date: _____

