NCHRP

SYNTHESIS 337

NATIONAL COOPERATIVE HIGHWAY RESEARCH PROGRAM

Cooperative Agreements for Corridor Management

A Synthesis of Highway Practice

TRANSPORTATION RESEARCH BOARD
OF THE NATIONAL ACADEMIES

Abbreviations used without definition in TRB Publications:

AASHO	American Association of State Highway Officials
AASHTO	American Association of State Highway and Transportation Officials
APTA	American Public Transportation Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
CTAA	Community Transportation Association of America
CTBSSP	Commercial Truck and Bus Safety Synthesis Program
FAA	Federal Aviation Administration
FHWA	Federal Highway Administration
FMCSA	Federal Motor Carrier Safety Administration
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
IEEE	Institute of Electrical and Electronics Engineers
ITE	Institute of Transportation Engineers
NCHRP	National Cooperative Highway Research Program
NCTRP	National Cooperative Transit Research and Development Program
NHTSA	National Highway Traffic Safety Administration
NTSB	National Transportation Safety Board
SAE	Society of Automotive Engineers
TCRP	Transit Cooperative Research Program
TRB	Transportation Research Board
U.S.DOT	United States Department of Transportation

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A Synthesis of Highway Practice

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SUBJECT AREAS

Planning and Administration and Safety and Human Performance

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in Cooperation with the Federal Highway Administration

TRANSPORTATION RESEARCH BOARD

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NATIONAL COOPERATIVE HIGHWAY RESEARCH PROGRAM

Systematic, well-designed research provides the most effective approach to the solution of many problems facing highway administrators and engineers. Often, highway problems are of local interest and can best be studied by highway departments individually or in cooperation with their state universities and others. However, the accelerating growth of highway transportation develops increasingly complex problems of wide interest to highway authorities. These problems are best studied through a coordinated program of cooperative research.

In recognition of these needs, the highway administrators of the American Association of State Highway and Transportation Officials initiated in 1962 an objective national highway research program employing modern scientific techniques. This program is supported on a continuing basis by funds from participating member states of the Association and it receives the full cooperation and support of the Federal Highway Administration, United States Department of Transportation.

The Transportation Research Board of the National Research Council was requested by the Association to administer the research program because of the Board's recognized objectivity and understanding of modern research practices. The Board is uniquely suited for this purpose as it maintains an extensive committee structure from which authorities on any highway transportation subject may be drawn; it possesses avenues of communication and cooperation with federal, state, and local governmental agencies, universities, and industry; its relationship to the National Research Council is an insurance of objectivity; it maintains a full-time research correlation staff of specialists in highway transportation matters to bring the findings of research directly to those who are in a position to use them.

The program is developed on the basis of research needs identified by chief administrators of the highway and transportation departments and by committees of AASHTO. Each year, specific areas of research needs to be included in the program are proposed to the National Research Council and the Board by the American Association of State Highway and Transportation Officials. Research projects to fulfill these needs are defined by the Board, and qualified research agencies are selected from those that have submitted proposals. Administration and surveillance of research contracts are the responsibilities of the National Research Council and the Transportation Research Board.

The needs for highway research are many, and the National Cooperative Highway Research Program can make significant contributions to the solution of highway transportation problems of mutual concern to many responsible groups. The program, however, is intended to complement rather than to substitute for or duplicate other highway research programs.

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The members of the technical committee selected to monitor this project and to review this report were chosen for recognized scholarly competence and with due consideration for the balance of disciplines appropriate to the project. The opinions and conclusions expressed or implied are those of the research agency that performed the research, and, while they have been accepted as appropriate by the technical committee, they are not necessarily those of the Transportation Research Board, the National Research Council, the American Association of State Highway and Transportation Officials, or the Federal Highway Administration of the U.S. Department of Transportation.

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FOREWORD

By Staff
Transportation
Research Board

Highway administrators, engineers, and researchers often face problems for which information already exists, either in documented form or as undocumented experience and practice. This information may be fragmented, scattered, and unevaluated. As a consequence, full knowledge of what has been learned about a problem may not be brought to bear on its solution. Costly research findings may go unused, valuable experience may be overlooked, and due consideration may not be given to recommended practices for solving or alleviating the problem.

There is information on nearly every subject of concern to highway administrators and engineers. Much of it derives from research or from the work of practitioners faced with problems in their day-to-day work. To provide a systematic means for assembling and evaluating such useful information and to make it available to the entire highway community, the American Association of State Highway and Transportation Officials—through the mechanism of the National Cooperative Highway Research Program—authorized the Transportation Research Board to undertake a continuing study. This study, NCHRP Project 20-5, "Synthesis of Information Related to Highway Problems," searches out and synthesizes useful knowledge from all available sources and prepares concise, documented reports on specific topics. Reports from this endeavor constitute an NCHRP report series, *Synthesis of Highway Practice*.

The synthesis series reports on current knowledge and practice, in a compact format, without the detailed directions usually found in handbooks or design manuals. Each report in the series provides a compendium of the best knowledge available on those measures found to be the most successful in resolving specific problems.

PREFACE

This synthesis report will be of interest to transportation agencies engaging in corridor management plans and projects to preserve the safety and mobility of major thoroughfares. The objective of the synthesis was to identify the current state of practice in developing and implementing cooperative agreements for corridor management, elements of such agreements, and successful practices or lessons learned. The focus is on cooperative agreements between two or more government agencies or between public and private entities that address land use and transportation linkages.

Twenty-two state and provincial transportation agencies responded with survey information. A review of published literature and government documents, as well as Internet sources was undertaken. Questions with selected individuals were reported and approximately 30 cooperative agreements or resolutions were collected from respondents. A series of case examples was selected for more detailed summary.

A panel of experts in the subject area guided the work of organizing and evaluating the collected data and reviewed the final synthesis report. A consultant was engaged to collect and synthesize the information and to write this report. Both the consultant and the members of the oversight panel are acknowledged on the title page. This synthesis is an immediately useful document that records the practices that were acceptable within the limitations of the knowledge available at the time of its preparation. As progress in research and practice continues, new knowledge will be added to that now at hand.

CONTENTS

COOPERATIVE AGREEMENTS FOR CORRIDOR MANAGEMENT

SUMMARY

A growing number of transportation agencies are engaging in corridor management plans and projects to preserve the safety and mobility of major thoroughfares. Corridor management involves the application of strategies in one or more of the following areas: access management, land use and subdivision management, right-of-way needs and preservation, operational strategies, intergovernmental coordination, and financing of corridor management improvements. The policy, programmatic, and funding actions needed to carry out these strategies generally transcend the authority, resources, or jurisdiction of any single group or unit of government. Therefore, cooperation is necessary between governmental entities, and often with private entities as well, to accomplish corridor management objectives.

The need to formalize cooperation has led many state transportation agencies to enter cooperative agreements with local governments and other affected parties that are aimed at strengthening land use and transportation linkages. These cooperative agreements often require each involved party to verify its level of commitment to managing the corridor and to specify their respective roles and responsibilities. Cooperation between agencies may take the form of resolutions, memorandums of understanding or agreement, intergovernmental agreements, or some combination of these methods. Public–private agreements relating to corridor management objectives may also be pursued between state or local agencies and property owners.

Despite evidence of increasing use of cooperative agreements for corridor management, little information is available on best practices. The objective of the synthesis is to identify the state of current practice in developing and implementing cooperative agreements for corridor management, elements of such agreements, and best practices or lessons learned. The focus is on cooperative agreements between two or more government agencies or between public and private entities on corridor management issues.

The synthesis was developed based on a survey of state and provincial transportation agencies, a review of the literature and agreements, and conversations with selected respondents. Responses were received from 17 states and 5 provinces, for a 35% response rate. From the survey, approximately 30 cooperative agreements or resolutions were collected, and additional examples were identified through the literature or agency contacts. A handful of case examples were selected for more detailed consideration of agreement characteristics and outcomes.

Of the 22 agencies that responded to the survey, 13 (59%) have entered into some type of cooperative agreement to manage arterial corridors to preserve mobility and safety. Nine of these 13 agencies (69%) indicated that they use two or more types of agreements to forge cooperation with other agencies or private entities and 6 (46%) have used three or more types. The most common types of agreements reported were memorandums of understanding (69%), maintenance agreements (54%), and public–private or development agreements (54%). Typical elements of cooperative agreements included purpose and need, duration, coverage,

authority, roles and responsibilities, enforcement mechanisms, monitoring or renegotiation mechanisms, and funding.

The purpose of most of the cooperative agreements was to establish a common understanding about the importance of an arterial to regional mobility, establish a mutual commitment to managing the corridor, and specify agency roles and responsibilities. Other purposes were to establish mutually acceptable standards for arterial management, obtain local or developer contributions toward highway improvements, improve state and local coordination in access permitting, and promote uniform maintenance of highways. Public–private agreements generally involved access improvements, developer contributions, utility placement agreements, or financial partnerships.

As would be expected, agreements that involved specific improvements or actions were generally terminated with the completion of the project or action. Agreements that address ongoing considerations, such as access management, had no limit on duration. Termination in these situations was generally at the consent of the parties or if the agreement was violated according to certain conditions. Agreements that involve shared financial obligations or that primarily address financial considerations include a detailed statement as to which party (or parties) is responsible for bearing the cost of various portions of the agreement.

When asked what, if any, problems the agency has experienced when entering into corridor management agreements, most cited a lack of local government understanding of corridor management (54%), lack of agency leadership on corridor management issues (31%), and local/public opposition to corridor management in general (31%). With regard to implementing corridor management agreements, more than half (54%) noted a lack of local adherence to commitments as problematic. Other common problems were legal and political concerns over implementing specific elements (23%) and the need for technical assistance (23%).

A variety of institutional, political, economic, and interpersonal factors were identified as potentially derailing the agreement process or causing an agreement to be unsuccessful. Institutional factors included bureaucratic resistance to long-term commitments, agency reluctance to assume a leadership or mediation role, and lack of internal cooperation across divisions. Political factors included turnover of elected officials, reluctance to adhere to prior commitments, intergovernmental competition, perceived inequity in the allocation of responsibilities and resources, growth/no-growth politics, or anti-government attitudes. A general lack of trust, personality conflicts, or even controversy over unrelated community issues can destabilize support for the agreement.

Continuity of enforcement for agreements was another clear factor in current practice. One suggestion for improving enforcement was to encourage local, state, and provincial governments to incorporate the necessary policies, design standards, and regulations into local comprehensive plans, design manuals, and codes. Outdated or ineffective state corridor management codes and policies could impede local government efforts to cooperate for corridor management. Enforcement could also be enhanced in other ways, including through a joint approval process for amendments and by establishing an administrative structure through the agreement, such as a committee to administer the corridor management plan.

Furthermore, there is an advantage in establishing a monitoring or renegotiation clause to address changing circumstances or unforeseen issues. A body might be created whose role is to monitor progress and report back to the participating agencies. Or there might be a formal mechanism for revisiting an agreement within a specified period of time. Establishing a

regular time line for discussing salient features of a cooperative agreement can proactively address unforeseen changes and head off problems or escalation of concerns. This is particularly beneficial for corridor access management plans, which may need to be revisited if land use or transportation changes occur that significantly affect the plan. Such time lines also provide advance notice to participating agencies of a potential need to budget for plan updates.

A common theme in developing effective agreements is that the tough issues need to be resolved through direct involvement of affected parties. Readiness to compromise, treating all participants as equal partners, and keeping all parties to the agreement apprised of substantive developments throughout the process were other suggestions from respondents and the literature. A related theme in current practice is the importance of establishing a shared vision of the corridor and for each party to look at the corridor as a whole—not just from within or outside of the right-of-way. The willingness of each party to work toward a common vision and to compromise for mutual benefit can form the basis of a lasting and effective agreement on corridor management.

CHAPTER ONE

INTRODUCTION

BACKGROUND

A growing number of transportation agencies are engaging in corridor management projects to preserve arterial safety and mobility. Corridor management can be generally defined as "the application of multiple strategies to achieve specific land development and transportation objectives along segments of a corridor" (*1*). A "corridor" may be defined as "one or more primary transportation facilities that constitute a single pathway for the flow of people and goods within and between activity centers, as well as the abutting land uses and supporting street network" (*1*). Objectives of corridor management activities typically involve improving access management practices, managing subdivisions and land use, preserving needed right-of-way, attending to developer mitigation of transportation impacts, and arranging for funding or cost sharing.

A complicating factor in corridor management is that major roadway corridors are often owned and maintained by the state but experience impacts by many other factors outside the control of the state transportation agency. Some of these factors include the planning and regulatory capacity of local jurisdictions, local development decisions and economic priorities, and locational choices and site design decisions by the many private interests that drive the development process. Therefore, cooperation is necessary between governmental entities, and often with private entities as well, to accomplish corridor management objectives.

The need to formalize cooperation has led many agencies to enter cooperative agreements aimed at strengthening land use and transportation linkages. These cooperative agreements require each involved party to verify its level of commitment to managing the corridor and to agree on respective roles and responsibilities. Cooperation between agencies may take the form of resolutions, memorandums of understanding (MOUs) or agreement, intergovernmental agreements, or some combination of these methods. Public–private agreements relating to corridor management objectives may also be pursued between state or local agencies and property owners.

Despite the increasing use of cooperative agreements for transportation corridor management, there is little information available on best practices. Questions remain about the authority to engage in agreements, appropriate level of detail or breadth of scope, desirable elements, and number of signatories that could reasonably be party to an agreement and still have it be workable. Another question for state transportation agencies is how to create lasting and effective agreements with local partners, given the turnover of elected officials and the potential impact on decisions of previous administrations. A synthesis of current practices is needed to gain further insight into these questions and other issues.

OBJECTIVES AND SCOPE

The objective of the synthesis is to identify the state of current practice in developing and implementing cooperative agreements for corridor management, as well as elements of such agreements and best practices or lessons learned. Governments and private entities may enter cooperative agreements for a variety of reasons, including project funding, joint exercise of services, annexation, pavement restoration, and consolidation or transfer of functions. For the purpose of the synthesis, the scope was narrowed to cooperative agreements between government agencies that address land use and transportation linkages for the purpose of preserving arterial safety and mobility. The term "arterial" in this context generally refers to major thoroughfares or highways that are not limited access facilities, although some information relating to limited access facilities was included where appropriate. Typical subjects included access management, zoning and subdivision management, right-of-way needs and preservation, and financial obligations. Respondents were also asked to identify and provide examples of public–private agreements related to corridor management.

METHODOLOGY

Three basic methods were used to develop the synthesis: (1) a survey of each state transportation agency in the United States and each provincial transportation agency in Canada, (2) a review of the published literature and government documents, and (3) follow-up questions with selected individuals. Responses were received from 17 states and 5 provinces (see Appendix A). Agencies were asked to describe the nature of the agreement, experiences with enactment and implementation, lessons learned, and topics about which they would like further information. They were also asked to provide copies of cooperative agreements and any supporting plans or legislation.

From the survey, approximately 30 cooperative agreements or resolutions were collected, and they were supplemented by other agreements and background information identified through state transportation agency contacts, a review of the published literature, and Internet resources. From this information, several case studies were selected for more detailed content, and interviews were conducted with individuals involved in the efforts.

TERMS AND DEFINITIONS

Considerable variation was observed in the terms that agencies used to define cooperative agreements. For example, agencies surveyed for the synthesis tended to use the following terms interchangeably: (1) intergovernmental agreement and interlocal agreement, (2) memorandum of understanding and memorandum of agreement or letter of agreement, and (3) public–private agreement and development agreement. As noted in the literature, "this rich variability makes difficult the achievement of a common lexicon" (*2*).

For the purpose of the synthesis, the generic terms "agreement" or "cooperative agreement" were used to characterize information relating to more than one type of agreement. Furthermore, the terms intergovernmental agreement, memorandum of understanding, public–private agreement, and resolution were used as separate identifiers. Following is an overview of these terms and suggested definitions, from a review of the literature and an assessment of current practices.

- A resolution can be generally defined as the formal expression of an opinion or the will of a governing body on a given policy at a particular point in time. As such, resolutions are not legally binding and are subject to change, particularly if the members of the elected body change. However, a resolution in support of corridor management may serve as an initial step toward a more formal and legally binding cooperative agreement (*1*). Resolutions are often used as a vehicle for adopting a new plan or policy. Some state statutes require all parties to an intergovernmental agreement to pass resolutions in support of the agreement (*2*).
- A memorandum of understanding (MOU) goes beyond a resolution to document the desire of involved parties to engage in a particular course of action. For corridor management, an MOU is generally used to define roles and responsibilities of participating entities, as well as to establish common direction on a particular course of action. An MOU could serve as an intermediate step toward more extensive cooperation or it may be the only form of declaration in those places where a more formal or binding agreement cannot be attained (*1*).
- An intergovernmental agreement may be defined as "a legal pact authorized by state law between two or more units of government, in which the parties contract for or agree on the performance of a specific activity through either mutual or delegated provision" (*2*). Because they are tantamount to contracts, intergovernmental agreements work best when responsibilities, financial obligations, and procedures are detailed (*1*). They also are the most binding, from a legal perspective, of the types of intergovernmental cooperation reviewed.
- Maintenance agreements may take the form of an intergovernmental agreement between governments or it may be a public–private agreement between a government and a private entity. These agreements pertain to roadway maintenance issues, such as paving, signalization signing, lighting, landscaping, access permitting, and construction activities within the right-of-way of a transportation facility. Increasingly, maintenance agreements involve access management issues, given that driveway permitting by state transportation agencies has traditionally been a maintenance activity. Maintenance agreements with private entities often address restoration of pavement or sidewalk damage caused by a private entity in the course of its activities. An example of this type of agreement is the road repair agreement between the city of Fort Worth (Texas) and gas well drilling operators (*3*).
- A public–private agreement is a binding contract between two or more parties, with at least one being a governmental entity and another a private entity. This type of agreement generally applies to the rights and responsibilities of each party in regard to the common boundary between a roadway and adjacent private property. Public–private agreements for corridor management often involve developer mitigation, access conditions, future roadway improvements, and/or multiparty funding arrangements. Some public–private partnerships or agreements are those between a government agency and a utility provider with regard to utility corridors.
- A development agreement is a common form of a public–private agreement between a landowner and a government agency. Development agreements allow agencies to obtain concessions from landowners, beyond what may be otherwise possible under the normal exercise of regulatory authority (*4*). As such, they are often governed by specific statutory requirements and limitations. The motivation of a landowner for making such concessions is to obtain agency approval and to "freeze" applicable regulations at a given point in time or otherwise reduce the number of new regulations that may be applied during the life of the contemplated project (*4*). For corridor management, developers may seek approval of a

particular site plan and access concept, as well as confirmation as to the amount of right-of-way that will be needed, any impact mitigation, and improvements that the government agency plans for the adjacent roadway.

USE OF AGREEMENTS

Of the 22 state and provincial transportation agencies that responded to the survey, 13 (59%) have entered into some type of cooperative agreement to manage arterial corridors to preserve mobility and safety (see Figure 1). Nine of those 13 agencies (69%) indicated that they use two or more types of agreements to forge cooperation with other agencies or private entities, and 6 agencies have used three or more types (46%).

The percentage of state and provincial respondents that have applied various types of agreements is summarized in Figure 2. The most common types of agreements reported were MOUs (69%) and maintenance agreements (54%). However, the variability of terminology suggests some overlap with regard to responses for maintenance agreements and intergovernmental agreements.

SOURCES OF AUTHORITY

The sources of authority for state or provincial transportation agencies to enter into a cooperative agreement vary. Some states and provinces derive their authority to enter cooperative agreements through general agency powers or specific agency powers granted in transportation law. Others enact cooperative agreements in accordance with specific enabling legislation, or they adopt a specific agency procedure or policy related to cooperative agreements. The stated purpose of such authority is generally to allow governmental units to cooperate in applying their individual powers to mutual advantage and for public benefit.

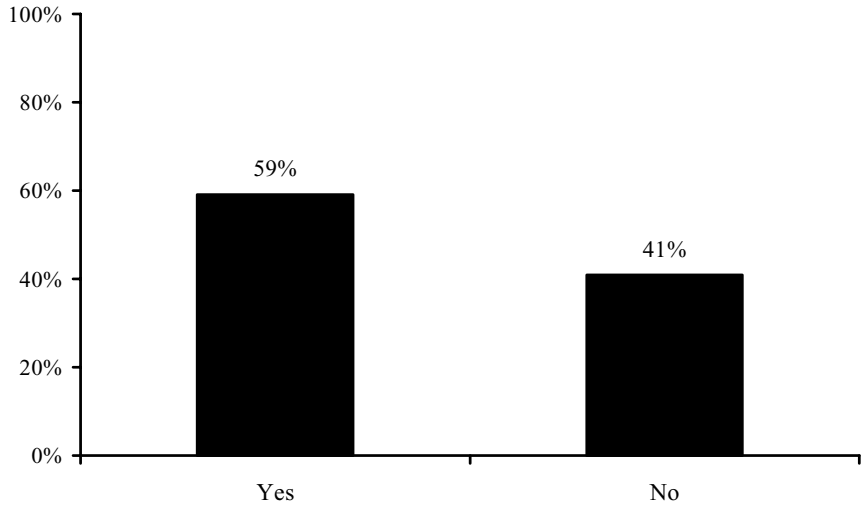

FIGURE 1 Agencies enacting cooperative agreements (see survey question 1).

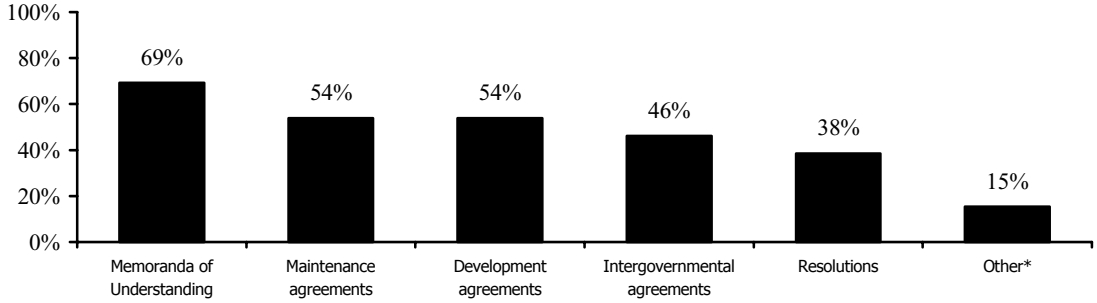

FIGURE 2 Types of cooperative agreements used (see survey question 3). [Other = mutual adoption by state and local governments of corridor facility plans (i.e., access plans or signal plans).]

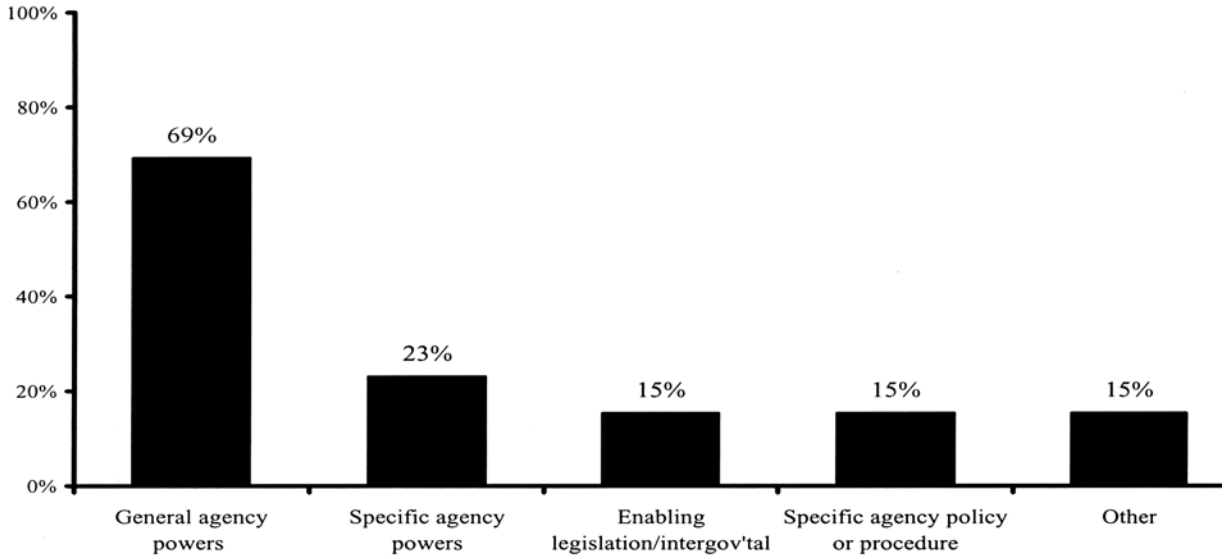

FIGURE 3 Sources of authority for corridor management agreements. (Other = voluntary cooperation by local governments to enforce state design standards.)

At the local level, most states allow local governments to enter into cooperative agreements with other localities for public purposes. An International City/County Management Association (ICMA) report states that "most state intergovernmental cooperation laws are permissive and let jurisdictions undertake jointly any activity that they are allowed to undertake individually" (*2*). Individual powers of local governments are generally established in the state constitution and corresponding enabling statutes.

Of the state and provincial survey respondents that have entered into a cooperative agreement, the majority (69%) derive their authority from general agency powers granted in transportation law (see Figure 3). In some cases, state transportation law specifically mentions cooperative agreements. In Oregon, for example, Chapter 366.770, State Highway Agreements with Local Governments, Oregon Revised Statutes, states that

> The Department of Transportation may enter into a cooperative agreement with any one or more cities, counties, road districts, or other municipalities of the state for the construction, reconstruction, improvement, repair, or maintenance of any state highway, and provide for an allocation of the cost of the project to the contracting parties.

In Florida, Section 337.273(3) of state transportation law, which addresses transportation corridors, encourages the use of corridor management agreements:

> It is the intent of the Legislature that governmental police powers be utilized to the greatest extent possible by each governmental entity, and by two or more entities through corridor management agreements, to manage land uses necessary for transportation corridors; that property acquisition by donation, purchase, or eminent domain occur as far in advance of construction need as possible; and that property needed to manage transportation corridors be acquired and retained for future use to avoid the public liabilities for health, safety, and welfare heretofore outlined.

In Canada, the New Brunswick Highway Corporation Act grants the New Brunswick Highway Corporation, a division of the province's department of transportation (DOT), the authority to "enter into and amend agreements with the Government of Canada, the government of any province, territory or other jurisdiction, a municipality in the Province, or any other person in or outside the Province."

State authority to enter into a cooperative agreement can also be derived through enabling legislation for intergovernmental agreements. For example, Iowa's Chapter 28E, Joint Exercise of Governmental Powers, Iowa Code 2003, broadly permits

> state and local governments in Iowa to make efficient use of their powers by enabling them to provide joint services and facilities with other agencies and to co-operate in other ways of mutual advantage . . . . Any public agency may enter into an agreement with one or more public or private agencies for joint or co-operative action pursuant to the provisions of this chapter, including the creation of a separate entity to carry out the purpose of the agreement. Appropriate action by ordinance, resolution, or otherwise pursuant to law of the governing bodies involved shall be necessary before any such agreement may enter into force.

In Washington State, Section 47.52.090, Cooperative Agreements, Revised Code of Washington, notes that

> the highway authorities of the state, counties, incorporated cities and towns, and municipal corporations owning or operating an urban public transportation system are authorized to enter into agreements with each other, or with the federal government, respecting the financing, planning, establishment, improvement, construction, maintenance, use, regulation, or vacation of limited access facilities in their respective jurisdictions to facilitate the purposes of this chapter.

CHAPTER TWO

INSTRUMENTS OF COOPERATION

It was noted in the literature that "Agreements may take many forms. They can be tentative and general in nature, or highly specific and binding. And different sorts of agreements occur throughout a process. There is the initial agreement to enter the process; there are agreements about scheduling and agendas, and final agreements on recommendations or actions" (*5*). Indeed, considerable variety was observed in the types of cooperative agreements that state and provincial agencies have pursued with regard to corridor management—ranging from simple agreements to conduct or endorse a study to detailed explanations of roles, requirements, and financial obligations.

Respondents provided approximately 30 examples of resolutions, MOUs, and intergovernmental agreements for review. Some of those documents were executed agreements, whereas others were model agreements used on a regular basis. Following is an overview of the primary types of cooperative agreements for corridor management and examples of each type.

RESOLUTIONS

Thirty-eight percent of state and provincial respondents indicated that they had obtained resolutions in support of corridor management, either alone or as an initial step toward other more detailed agreements. The following are examples of resolutions in support of corridor management submitted by survey respondents or identified for review:

- Resolution Accepting, Supporting, and Adopting an Interregional Corridor Management Plan (Benton County, Minnesota);
- Resolution Endorsing Vision and Corridor Management Plan for TH 10/TH 24 (City of St. Cloud, Minnesota);
- City of Conway Resolution R-99-60 (city resolution for access management plan, Arkansas);
- Metroplan Resolution 99-34 [metropolitan planning organization (MPO) resolution for access management plan, Arkansas];
- US-19 Corridor Access Management Strategy Joint Resolution 2001 (Levy County, Florida, with the City of Chiefland and the City of Fanning Springs); and
- Resolution Appropriating Funds to Pay for the Route 4 Corridor Management Plan (Town Board of the Town of Fort Edward, New York).

The Minnesota DOT (MnDOT) indicated that it pursues resolutions from local governments as means of obtaining endorsement of a corridor management plan and as an opportunity for communities to state their concerns and identify issues to be resolved. An example of a resolution in support of corridor management is that enacted in Benton County, Minnesota, in April 2002 (see Appendix B, pp. 37–38), in which it was resolved that the Benton County Board of Commissioners.

> endorses the vision and corridor management plan for the TH 10/TH 24 Corridor;
>
> endorses the concept that an adequate network of supporting roads is necessary to attain the TH 10/TH 24 Corridor vision and that the roadway networks identified in the TH 10/TH 24 Corridor Management Plan will be considered as interim guides until such time as refinements to these improvements are identified;
>
> recognizes the regional significance of the corridor in supporting the regional economy and intends to reflect the TH 10/TH 24 Corridor Management Plan vision, strategies, and policies through updates to the Benton County land use and transportation plan, as well as subdivision ordinances; and
>
> is committed to working in partnership with Mn/DOT and the other partners along the corridor as a member of the TH 10/TH 24 Corridor Management Team in order to achieve the vision and implement the recommendations to the TH 10/TH 24 Corridor management plan (*6*).

In New York State, local governments are required to enact resolutions in support of funding obligations as a requirement of the state transportation agency's Master Federal/Local Aid Agreement. For example, the town board of the town of Fort Edward enacted a resolution indicating its intent to appropriate funds to pay for 100% of the federal and nonfederal share of the cost of the corridor management plan for Route 4, with the federal share to be reimbursed to the community upon approval of the town's payments.

In some cases, a resolution is passed by a governing body authorizing an individual, such as the chairperson, mayor, or city or county manager, to enter into an agreement on behalf of the governing body. An example of this is Conway, Arkansas, Resolution R-99-60, which states that "The City of Conway approves the access management plan in specific for Segment 1 of Dave Ward Drive and in general for Segment 2 and further authorizes the mayor to enter into the access management agreement for Dave Ward Drive with the Arkansas Highway and Transportation Department and METROPLAN" (*7*). A separate resolution was enacted by Metroplan, the MPO for the Little Rock, Arkansas, metropolitan area in support of access manage-

ment and to formally adopt the access management plan for Highway 60/Dave Ward Drive.

A resolution may also form the basis for coordination between several parties. For example, the 2001 Joint US-19 Corridor Access Management Strategy Joint Resolution 2001 of Levy County, Florida, and the cities of Chiefland and Fanning Springs states that

1. The PARTICIPANTS recognize the benefits of access management;
2. The PARTICIPANTS will actively investigate the development of coordinated access management standards for the SEGMENT;
3. The PARTICIPANTS acknowledge the findings contained in the report entitled An Access Management Strategy for the US-19 Highway Corridor as a basis for developing coordinated access management standards for the SEGMENT; and
4. The PARTICIPANTS support the creation of a committee to oversee the development of access management standards for the SEGMENT.

MEMORANDUMS OF UNDERSTANDING

The MOU is the most common type of agreement used for corridor management with regard to corridor studies and access management. MOUs are the tool of choice for 69% of the survey respondents that had used a cooperative agreement. Examples of MOUs or memorandums of agreement submitted by survey respondents or identified for review are:

- Memorandum of Agreement for the 78th Street Interchange on Highway 2 (Alberta, Canada);
- Memorandum of Understanding for the Purpose of Establishing a Policy Governing Access to or From Any Highway Designated by the Commission as Being a Limited Access Facility Within the City of Casper, Wyoming. (Note: Resolution in support);
- Memorandum of Understanding: Intent to Conduct a Corridor Study (four parties—South Dakota);
- Memorandum of Understanding Between Manitoba Transportation and Government Services and the Rural Municipality of Headingley Regarding the PTH 1W Proposed Highway Upgrading and Access Management Plan (Manitoba, Canada);
- Memorandum for Temporary Access (Utah);
- Memorandum of Agreement for Placement of Telecommunications Installations in Primary Highway Rights-of-Way (Alberta, Canada); and
- Memorandum of Understanding for Orchard Park Commerce Center—Milestrip Road (three parties—New York).

An MOU may be created between two or more governmental entities or between governmental entities and private parties. For example, the South Dakota DOT, Meade County, Pennington County, and the Rapid City MPO used an MOU to voice the Intent to Conduct a Corridor Study (*8*). The Utah DOT entered into a MOU with a private property owner in regard to the temporary permitting of a left-turn ingress and egress (*9*). The New York State DOT (NYSDOT) entered an MOU with the town of Orchard Park and the Orchard Park Commerce Center to provide for access to the shopping center, with conditions for future mitigation if needed to accommodate planned future highway improvements.

INTERGOVERNMENTAL AGREEMENTS

The maintenance agreement is the most common form of intergovernmental agreement reported by state transportation agencies for corridor management (54%). Respondents indicated that they enter into these agreements with local governments in regard to utilities and landscape maintenance, as well as sometimes to advance access management objectives. Some overlap was observed in what is considered a maintenance agreement and other types of intergovernmental agreements.

The following are examples of intergovernmental agreements for corridor management received from survey respondents or identified for review:

- Cooperative Corridor Preservation Agreement (Utah);
- Local Agency Agreement Hazard Elimination Project (Oregon);
- Cooperative Improvement Agreement for Preliminary Engineering and Construction Finance Abandonment and Retention (Oregon);
- Access Management Plan for State Highway 60/Dave Ward Drive (tripartite—Arkansas);
- Intergovernmental Agreement for US-85 Access Control Plan (11 parties—Colorado);
- Model Intergovernmental Agreement Between Local Governments and the State of Colorado DOT for Access Control (Colorado);
- Model Interlocal Agreement Between Washington State DOT and County or City for Mitigation of Land Development Impacts (Washington State);
- Cooperative Agreement for the Construction of a Highway Within the Corporate Limits of the City of Casper (Wyoming);
- Freeway and Controlled Access Highway Agreements (California);
- Intergovernmental Agreement for US-6 Corridor (four parties—Dallas County, Iowa); and
- State Road 7 Partnership (collaborative of jurisdictions and agencies within Broward, Miami–Dade, and Palm Beach Counties, Florida).

The Iowa DOT entered into an agreement with three municipalities—the city of Clive, city of Waukee, and city

of Urbandale—for the implementation of a corridor access management plan for the US-6 Corridor in Dallas County, Iowa. The multiparty agreement, which is reproduced in Appendix B, establishes access management standards for the corridor (e.g., 0.25 mi access spacing, auxiliary lanes, and access roads during platting) and other parameters for implementing the US-6 Corridor master plan. These parameters establish the binding nature of the agreement, require changes to be approved by written agreement of all parties, establish that each city will adopt the necessary implementing ordinances, and establish that the parties will meet annually to review and evaluate the plan.

The cooperative agreement for the State Road 7 partnership in Florida provided a framework for multijurisdictional cooperation on the redevelopment and revitalization of a 26-mi north–south arterial roadway in Florida that runs through the center of Broward County. State Road 7 links 14 jurisdictions and was the focus of major commercial investment during the 1970s, but it has been deteriorating and suffering from disinvestment since the 1990s. In 2000, local governmental leaders formed the State Road 7/US-441 Collaborative, with technical assistance and organizational support from the South Florida Regional Planning Council, in a desire to reverse the negative image of the corridor and to coordinate their improvement efforts.

The State Road 7/US-441 Collaborative formalized its efforts by entering into the State Road 7 Partnership Agreement in 2001 (Appendix B, pp. 60–63). The agreement was signed by 14 participating jurisdictions and 7 agencies, including Florida DOT District 4, Broward County MPO, South Florida Regional Planning Council, Broward County School Board, South Florida Water Management District, Treasure Coast Regional Planning Council, and Florida Department of Community Affairs.

The State Road 7/US-441 Collaborative has two interlinking goals:

1. To create and sustain a partnership organization recognized and supported by all 14 of the jurisdictions along the State Road 7 Corridor; and
2. To improve the corridor and its communities by coordinating local resources and planning to promote the economic vitality, aesthetic improvement, community redevelopment, and safety of the corridor.

The collaborative set about achieving these goals through a membership and meeting process designed to ensure that

- All jurisdictions that want to be involved in the redevelopment and upgrade of the corridor have a seat at the table and an equal voice in discussions;
- Decisions are made by collaboration and consensus, not by single rule;
- Citizens are empowered through inclusion in the development of a corridor master plan and have a voice in the decision-making process; and
- Discussions and decisions are in full view of the public and recorded in reports that are in the public record.

The collaborative was successful in obtaining federal funding for the creation of a strategic master plan for the corridor, along with a variety of other grants and resources. The master plan process includes design charrettes to identify redevelopment potential along the corridor and to gather feedback on the desires of corridor residents. The corridor is served by a heavily used public bus system and plans are under way for additional service, as well as roadway widening. Another objective of the collaborative is to facilitate pedestrian and transit-oriented development along the corridor. In March 2004, the collaborative commissioned the Urban Land Institute to conduct a market assessment and development review for the State Road 7 Corridor in Broward County. Broward County government has also agreed to proceed with a new mixed-use land use category that will assist with State Road 7 redevelopment.

The Houston TranStar consortium is an intergovernmental agreement worthy of mention as an outstanding example of cooperation for operations management. The Houston TranStar consortium is a partnership of four government agencies that are responsible for providing transportation and emergency management services to the greater Houston region. It was formed through an intergovernmental agreement between the Texas DOT, Harris County, Metropolitan Transit Authority of Harris County, and city of Houston to share public resources and technology (e.g., intelligent transportation systems) for the purpose of congestion management, incident management, emergency management, and related activities. As noted on the consortium's website, "The Houston TranStar partnership of state and local public transportation agencies is a model for agencies combining resources across modal and political jurisdictional boundaries in management centers worldwide" (*10*).

PUBLIC–PRIVATE AGREEMENTS

The public–private or utility agreements that were submitted with regard to corridor management dealt with access, easements, landscaping, joint occupancy of public right-of-way, or maintenance. Government agencies may also use development agreements as a way to require landowners or developers to "make reasonable contributions toward whatever services and other resources the government will need to provide as a result of [the development]" (*4*).

Examples of public–private agreements collected or submitted by respondents include the following:

- Future shared access agreement (Utah),
- Landscape maintenance agreement (Utah),
- Wyoming DOT (WYDOT) agreement for joint occupancy (Wyoming), and
- Toll highway franchise agreements (California).

For example, the Utah agreement for future shared access between the state transportation agency and a private business provided for the establishment of a shared access drive with the adjacent parcel at such time as the adjacent parcel is developed (*11*). The Wyoming agreement for joint occupancy provides for continuation of multiple utilities within one easement and establishes which utilities have priority to remain in that location when the facility is improved.

In California, authorizing legislation was adopted in 1989 to create public–private agreements and partnerships for the development of privately financed and operated toll road demonstration projects (see also Funding and Financial Arrangements in the next section). The California DOT (Caltrans) also works with local governments during development review to facilitate "irrevocable offers to dedicate"—a voluntary public–private agreement whereby a landowner enters into an agreement with a local government to dedicate land for a future transportation improvement. In exchange, the property owner obtains certainty with regard to access and future development plans. Under this process, title to the land is not transferred until the development proceeds or the highway is programmed (*12*). The NYSDOT engages in such agreements as well.

ELEMENTS OF CORRIDOR MANAGEMENT AGREEMENTS

The content and elements of the cooperative agreements submitted by state and local governments varied widely. Authorizing legislation may dictate the details of the agreement or the placement of specific language. For example, the Intergovernmental Cooperation Law in Pennsylvania (53 Pa. C.S. §§2301-2315) specifies the elements that must be contained in intergovernmental agreements (*2*):

- Participating parties;
- Triggering event;
- Legally binding process;
- Other partners;
- Precise contents, including duration;
- Financing;
- Purchasing requirements;
- Termination clauses;
- Fiscal payments; and
- Personnel management.

Corridor management agreements are often accompanied by appendices that contain access management plans or other technical supporting documents. For example, the three-page intergovernmental agreement for the access management plan for State Highway 60/Dave Ward Drive in Conway, Arkansas, precedes the specific access management plan, which is appended to the agreement, along with authorizing resolutions from each of the participants (*7*).

One potential benefit of separating agreements from technical support documents is that it enables authors to negotiate specific details of an agreement or plan separately in small groups or committees. Then, the detailed plan may be adopted as a separate document or appendix to an agreement through one of the methods as described, such as a resolution, MOU, or intergovernmental agreement. Regardless of the specific structure, most of the agreements contain similar key elements as discussed in the following section.

Participants and Geographic Coverage

An agreement must identify each party to the agreement and the geographic area it covers. All parties involved in an MOU or agreement, regardless of number, are generally identified in the first paragraph. The number of parties to an agreement varies according to limitations established by state law, the purpose of the agreement, and the geographic area involved.

For example, an MOU between the Utah DOT and a private party included two parties and began with the statement, "The undersigned acknowledges . . . " (*13*). At the other end of the spectrum is the intergovernmental agreement for US-85 in Colorado, which involved 11 local jurisdictions and the Colorado DOT and covered approximately 52 mi of highway (*14*).

A resolution, being a statement of intent by a specific body, typically involves only the body making the resolution. Unlike an agreement in which participants are typically identified at the beginning of the document, the entity enacting a resolution is generally identified later in the document. For example, the city of St. Cloud and Benton County, Minnesota, each entered individual resolutions in support of the Interregional Corridor Management Plan for TH 10/TH 24. The city of St. Cloud enacted Resolution 2002-4-96 endorsing the plan, by including the phrase that is typical of resolutions, "Now, therefore, be it resolved by the Council of the City of St. Cloud, Minnesota, that . . . " (*15*). Benton County enacted Resolution 2002-#16, which states the intent of the Benton County Board of County Commissioners to accept, support, and adopt the plan, to which Benton County is also a party (*6*).

The boundaries of the geographic area covered by agreements need to be clearly defined for the purposes of administration. The agreements reviewed generally define the area of coverage in terms of a segment of roadway between two intersecting roadways. Some also include mile points and location maps for clarification. For example, the geographic coverage of the US-85 agreement in Colorado is defined more specifically in the agreement [the section of State Highway 85 between Interstate 76 (MP227.00) and Weld County Road 80 (MP 278.74)], than in the attached access control plan [US-85 from the junction of I-76 to the Junction of Weld County Road 80 (hereafter referred to as the "Segment")] (*14*). The Dallas County, Iowa, agreement for US-6 also applied to the area abutting the roadway to address the construction of access roads.

Some agreements also divide the subject area into segments for the purposes of administering separate access management plans. The Access Management Plan for State Highway 60/Dave Ward Drive in Conway, Arkansas, defines the coverage area as follows: "ROUTE—This access management agreement pertains to State Highway 60, also known as Dave Ward Drive, from the overpass at Harkrider (State Highway 365) west to the Arkansas River, (the Roadway). For the purposes of this agreement, the route is divided into two segments" (*7*). The segments are described in detail with maps provided in the appendices and are subject to different access management plans.

Purpose, Need, and Authority

The ICMA advises that the purpose and need section of an intergovernmental agreement should state this:

> the activity or activities to be handled through the agreement, any standards that the activity should meet, and any exceptions to those standards. Statutes and regulations appropriate to the agreement should be cited (*2*).

State and provincial agencies that have adopted cooperative agreements were asked to characterize the specific nature of these agreements. Generally, the stated purpose of cooperative agreements is to clarify the level of importance of the specific roadway for regional mobility and to establish the intent of the participating entities to cooperate in managing an arterial to preserve safety and mobility. Another key purpose was to define the roles and responsibilities of each involved party with regard to managing the arterial. Other purposes noted were to establish mutually acceptable standards to guide arterial management.

Comments on purposes of agreements were that they were to

- Define the limits and responsibilities of the two different levels of governments and the standards which would be acceptable;
- Formalize the understanding between the department and the municipality;
- Document the respective responsibilities so that as councils and department staff change from time to time, the understanding will endure; and
- Establish a cooperative working relationship with the affected local units of government with land use powers.

Several respondents noted that the primary purpose of their agreement was to promote local participation in corridor access management and right-of-way preservation. For example, the WYDOT reported the use of maintenance agreements to advance access management objectives on specific corridors. Washington State enters into agreements with local governments that place priority on access control and right-of-way preservation through "developer built or cash contributions toward highway improvements (including non-motorized improvements)."

The Arkansas Highway and Transportation Department (AHTD) also indicated that it "manages access points and median breaks" along select highways through a maintenance agreement. The purpose statement for the Arkansas agreement for State Highway 60/Dave Ward Drive reflected these goals:

> STATEMENT OF PURPOSE—Highway 60/Dave Ward Drive is a principal arterial on the City master street plan and serves as an intra-regional arterial roadway connecting the City to its economic region. The primary purpose for this agreement is to protect the capacity of the roadway to carry significant local and intra-regional traffic. The secondary purpose is to increase the safety for drivers and pedestrians that use this facility. It is the intent of this agreement to provide access to abutting properties consistent with the primary and secondary objectives (*7*).

The Arkansas agreement goes on to identify the specific statutes granting the city and the state the authority to regulate access to public roads. It also specifically establishes the MPO's standing in the agreement "in consideration of the financial contribution which the MPO contributed to improvements on the Roadway and in recognition of its role in transportation planning within the metropolitan area."

Cooperative agreements have also been pursued by state transportation agencies as a method of improving state and local coordination in access permitting. The Florida DOT (FDOT), District 7, initiated a process for coordinated review and met with local elected officials, commissioners, and development directors from Hillsborough County and its municipalities to devise a system of intergovernmental coordination (*16*). One result of this effort was that reciprocal agreements were signed between the district and each

of the local governments to waive the fees normally associated with access connection permits for each governmental agency. Another result was the commitment to engage in joint review of proposed site plans. The district has been made an active part of the review process for all proposed development in the county requiring a connection to the state highway system.

Uniformly regulating the maintenance of highways was another principal reason that state agencies adopted cooperative agreements. For example, the Alabama DOT has entered maintenance agreements with local governments to regulate street systems, rights-of-way, and street lighting. The NYSDOT uses maintenance agreements with private property owners to establish conditions on access and requirements for future changes if traffic conditions change, as part of the NYSDOT highway work permit process. Finally, a few agencies, such as WYDOT, noted that they enter into cooperative agreements with utility companies to promote proper utility installation during highway construction and reconstruction projects.

Some agreements provide significant documentation on the purpose and authority for entering into the agreement. For example, the Model Interlocal Agreement between the Washington State DOT and County or City for Mitigation of Land Development Impacts (*17*) has a specific purpose statement and carefully notes the authority to enter into the agreement, as well as sources of authority that each agency brings to the table. The agreement also provides a location for local ordinances to be added to the agreement as additional sources of authority (Section 2.4), as shown here (*17*).

> 2. Purpose and Authority
>
> 2.1 The purpose of this Agreement is to provide a means to fund and construct improvements to State transportation facilities made necessary by traffic impacts caused by the construction of new developments. It is the intent of this Agreement to furnish a framework within which the parties will work together and with developers to provide an equitable balance in the bearing of costs for these improvements and to provide a predictable method of assessing traffic mitigation payments.
> 2.2 The parties have the authority to enter into this Agreement pursuant to Chapter 39.34 RCW (Revised Code of Washington), Interlocal Cooperation Act, wherein the legislature has authorized governmental units to make the most efficient use of their individual powers by enabling them to cooperate on a basis of mutual advantage for public benefit.
> 2.3 The STATE has the authority and obligation to perform all duties necessary for the planning, locating, designing, constructing, improving, repairing, operating and maintaining of State highways, bridges and other structures pursuant to Title 47 RCW and rules promulgated there under, Title 468 WAC (Washington Administrative Code).
> 2.4 The [_____] has the authority and obligation to plan for and manage growth within its jurisdiction, to review new development plans and grant building permits, and to provide for the mitigation of development impacts pursuant to Chapter 36.70A RCW (Growth Management Act), Chapter 36.70B RCW (Local Project Review), Chapter 36.75 RCW (Roads and Bridges), and Chapter 58.17 RCW (Subdivisions). [as provided by law and/or] [Ordinance Nos. _____]
> 2.5 Pursuant to Chapter 43.21C RCW (State Environmental Policy Act – SEPA), the parties are obligated to identify the significant adverse environmental effects, if any, of new development on State transportation facilities and to provide for the mitigation of such adverse effects as long as such mitigation measures are reasonable and capable of being accomplished.

Roles and Responsibilities

The discussion of roles and responsibilities is often the lengthiest and most detailed part of a cooperative agreement. However, the level of detail varies depending on the subject of the agreement and whether it is an MOU or a more binding form of intergovernmental agreement.

The South Dakota Memorandum of Understanding: Intent to Conduct a Corridor Study states such roles and responsibilities in a fairly simple manner:

> The parties to this agreement will form a Corridor Steering Committee with other needed participants to perform the following tasks:
>
> - Create a scope of services for the project,
> - Provide technical advice to the project consultant,
> - Receive public input,
> - Review study findings, and
> - Make recommendations to public agencies based on study findings (*8*).

The MOU later states that "The study will be administered by the State in cooperation with the Counties and the MPO and facilitated by the Corridor Steering Committee."

A more detailed picture of responsibilities is found in the "Model Interlocal Agreement Between Washington State Department of Transportation and County or City for Mitigation of Land Development Impacts" (*17*). That agreement outlines the responsibilities of the state and the city or county with regard to impact mitigation and provides the state the right to review all proposed developments having frontage on or access to a state highway for the purpose of potential mitigation of impacts on the transportation network.

Adoption, Duration, Amendment, and Termination

This element may include such information as the effective date, the period covered by the agreement measured in time or completion, terms for renewal or amendment, and termination requirements. The typical duration of intergovernmental agreements is 10 to 20 years, with 5 years generally being the minimum term (*2*). Most of the agreements reviewed for the synthesis addressed ongoing considerations, such as access management and roadway maintenance, and thus they had no limit on duration. Termination generally occurred on consent of the parties or if the agreement was violated according to certain conditions. Agreements that involved specific improvements or actions generally terminated on completion of the project or action.

For example, the state of Oregon agreement with the city of Sherwood addresses the effective date and duration in the same section as follows:

> This agreement shall become effective upon the execution of this agreement by all parties and shall remain in effect for the purpose of ongoing maintenance responsibilities for the useful life of the facilities constructed as part of the project. The project shall be completed by April 30, 2003, with final billings and all payments made by June 30, 2003, following final execution of this agreement by both parties.

Termination is addressed later in the document.

An Oregon DOT local agency agreement in regard to a hazard elimination program project with Portland specifically states that "The term of this agreement shall begin on the date all required signatures are obtained and shall terminate on completion of the Project and final payment or ten calendar years following the date all required signatures are obtained, whichever is sooner" (*18*). The agreement further addresses termination by stating, "This agreement may be terminated by mutual written consent of both parties." Finally, the agreement lists five specific conditions under which the state can terminate the agreement with the local government (agency):

> a. If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.
> b. If Agency fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within 10 days or such longer period as State may authorize.
> c. If Agency fails to provide payment of its share of the cost of the Project.
> d. If State fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the agreement.
> e. If Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited or State is prohibited from paying for such work from the planned funding source.

Similarly, the Conway, Arkansas, example provides for adoption, termination, and modification in the same type of section. It states that

> This agreement will be deemed adopted when passed in identical form by the Conway City Council, the Metroplan Board of Directors, and the Arkansas State Highway Commission and signed by their proper representatives. This agreement may be terminated or modified, in whole or in part only by mutual agreement of all of the parties as evidenced by resolutions adopted by each governing body.

In the Washington State Model Interlocal Agreement, which addresses mitigation of development impacts, an entire section is devoted to detailed descriptions of the effective date, duration, amendment, and termination, as follows:

> Effective Date, Duration, Amendment, and Termination
>
> This Agreement shall become effective five (5) days after both the STATE and the [_____] approve and sign this Agreement and after the Agreement is filed with the County Auditor . . . .
> This Agreement shall apply to all developments . . . . on or after the effective date of this Agreement through the termination date of this Agreement.
> This Agreement may be modified only by written amendment executed by both parties.
> This Agreement shall remain in effect until terminated by either party, in whole or in part, upon thirty (30) days advance written notice . . . .
> In the event that this Agreement is terminated by either party, the sections of this Agreement that govern the expenditure or reimbursement of developer mitigation payments that have been paid, but not expended, shall survive its termination. The parties agree to expend or reimburse developer mitigation payments under the same terms and conditions in effect under this Agreement as when such payments were collected. The parties further agree that property acquired by dedication/donation during the term of this Agreement shall inure to that party in whose name it was acquired (*17*).

Some agreements have elements of adoption, duration, amendment, and termination interspersed throughout the document. For example, the draft of the Utah Cooperative Corridor Preservation Agreement begins by stating, "THIS COOPERATIVE AGREEMENT, made and entered into this _____ Day of _____, 2003 . . . " Then the agreement states the effective date at the end of the document. At another point in the document, an amendment is addressed with the statement, "Based on future considerations and needs, this Cooperative Corridor Preservation Agreement may need to be amended from its original form and, therefore, any desires to amend this agreement shall require the concurrence of both agencies."

Funding and Financial Arrangements

A crucial element of any agreement that involves shared financial obligations is a detailed statement about which party (or parties) is responsible for bearing the cost of various portions of the agreement. A report by the ICMA notes that such arrangements may "encompass personnel, service, funds, equipment, property, or facilities" (*2*). The ICMA outlines four possible components of the financial arrangements:

1. Support for a professional and accountable financial operation,
2. Process for ensuring fairness in apportionment of costs and reimbursement among the partners to the agreement,
3. Disposition of financial returns and remuneration from the intergovernmental agreement, and
4. Distribution of any holdings should the parties terminate the agreement.

Some agreements may not result in direct financial outlay by any of the parties. The parties may also choose to create an arrangement for determining the allocation of costs at a later time, as in the Colorado Model Intergovernmental Agreement, which contains the following paragraph:

> This agreement does not create any current specific financial obligation for any of the Agencies. Any future specific financial obligation of the Agency shall be subject to the execution of an appropriate encumbrance document, where required. Agencies involved in or affected by any particular or site-specific undertaking provided for herein will cooperate with each other to agree upon a fair and equitable allocation of the costs associated herewith, however, notwithstanding any provision of this Agreement, no Agency shall be required to expend its public finds for such an undertaking without the express prior approval of its governing body or director. All financial obligations of the Agencies hereunder shall be contingent upon sufficient funds therefore being appropriated, budgeted, and otherwise made available as provided by law (*19*).

Exhibit A of the US-85 access control plan for Colorado states that "Responsibility for construction cost for roads, closures, traffic control and/or any other features covered by this agreement and plan shall be based on a fair and equitable allocation of the costs as agreed upon by the involved parties" (*14*). Both this example and the Colorado model agreement as described, require the parties to come to agreement on cost allocation at a later date.

The Local Agency Hazard Elimination Project agreement between the Oregon DOT and the city of Portland (agency), which addresses needed access management and other safety improvements for selected intersections, establishes the specific financial arrangements:

> The Project shall be conducted as a part of the Hazard Elimination System program (HEP) under Title 23, United States Code. The total Project cost is estimated at $279,930. The HEP funds are limited to $270,600. The Agency shall be responsible for the match for the federal funds and any portion of the Project not covered by federal funding. The estimate for the total Project cost is subject to change (*20*).

Some agreements are developed solely to address financial considerations such as the Model Interlocal Agreement between the Washington State DOT and County or City for Mitigation of Land Development Impacts. The intent of this agreement "is to provide a means to fund and construct improvements to State transportation facilities made necessary by traffic impacts caused by the construction of new development" (*17*). It sets out a specific plan not only to determine who has financial responsibility, but also what dollar amount. Time frames for payment and methods for returning payments if improvements are not made are also established by the document.

In Pennsylvania, the Transportation Partnership Act (Act 47 of 1985) enables municipalities to form partnerships with one another and the private sector to improve transportation facilities and services in a designated area (*21*). The Pennsylvania DOT (PennDOT) may provide technical assistance to communities interested in the program. The process involves the enactment of an ordinance by a municipality to designate a transportation development district. Funds may then be raised for transportation improvements in the area through special assessments, general tax revenues, loans, and donations. Such districts may be attractive to local governments, because they enable communities to expedite improvements that may otherwise be delayed or of low priority to the state.

The State Road 7/US-441 Collaborative, discussed earlier in the synthesis, exemplifies how cooperative arrangements can spur success in obtaining outside resources and funding support for corridor management activities. The collaborative has been successful in marshaling a variety of funding support including, but not limited to, $50,000 from the Department of Community Affairs and FDOT District 4 to advance its work; a $1.5 million study of express bus service for the corridor, commissioned by the Broward County MPO; $500,000 from FDOT's Transportation Enhancement Grant Program to develop a unified landscaping plan to beautify the road; and $2 million from the FHWA to create a State Road 7 strategic master plan.

The California legislature enacted Assembly Bill 680 in 1989, authorizing the development of four privately financed and operated toll road demonstration projects. The first public–private toll road constructed under the law is the 91 Express Lanes project—the world's first fully automated electronic toll road (*22*).

The Express Lanes project has been in operation since 1995. It is a 10-mi-long toll highway in eastern Orange County, California, that includes two westbound lanes and two eastbound lanes in the median of California State Route 91. FasTrak, an electronic toll and traffic manage-

ment system, is used to manage traffic flow, optimize vehicle throughput, collect tolls, and audit toll transactions.

The 91 Express Lanes facility is owned and operated by the California Private Transportation Company (CPTC), a limited partnership of Level 3 Communications, Inc., Cofiroute Corporation, and Granite Construction, Incorporated. CPTC owns and operates the 91 Express Lanes under a 35-year franchise from Caltrans. CPTC's franchise expires in 2030.

CPTC developed the 91 Express Lanes at a cost of $134 million. The facility's initial construction financing was accomplished through a combination of investor equity and bank and institutional debt. The initial debt was refinanced with AAA-insured bond financing in July 2001. No state or federal tax dollars were used to finance the project. CPTC is responsible for all operating costs, including services provided by Caltrans and the California Highway Patrol.

The 91 Express Lanes facility has enjoyed positive financial performance since opening in 1995, and it reached the operating breakeven point (sufficient revenue to cover operating expenses) in only its third month of operations. By 1998, the facility reached the cash flow breakeven point (sufficient revenue to cover operating expenses and debt service). More than 500,000 Southern California FasTrak customers use the express lanes and report average time savings of 30 to 40 min per trip.

The 91 Express Lanes facility demonstrated that local and state governments could enter into successful partnerships with the private sector as a means of financing and building public infrastructure during times of limited public funds. It is also the first toll road in the United States to employ value pricing for managing traffic demand, whereby toll rates vary by direction of travel and time of day, with higher tolls during peak hour, and peak directional flow.

CHAPTER THREE

CASE EXAMPLES

Five case examples, from Arkansas, Wyoming, Colorado, Florida, and California, were documented for the synthesis. The first case involved a recent tripartite agreement in Arkansas between a local government, an MPO, and a state transportation agency to implement a corridor access management plan. The second example, from Wyoming, involved a long-standing partnership between a local government and state transportation agency that has addressed a variety of roadway improvement and management needs.

From Colorado came an ambitious initiative to manage access along 52 mi of state highway through a cooperative agreement involving 11 local governments and the state transportation agency. The case example from Florida involved an agreement between three local governments and the state transportation agency to manage access to a corridor of statewide importance in concert with a highway improvement plan. Finally, California's is an overview of the process used by Caltrans to enter into freeway agreements with local governments, which serves as a basis for future planning for freeways and controlled access highways. The highlights of these agreements and experiences with implementation are provided here.

ARKANSAS—STATE HIGHWAY 60/DAVE WARD DRIVE

State Highway 60/Dave Ward Drive is a principal arterial in the city of Conway, Arkansas. Given that arterial's function as a major regional thoroughfare, Metroplan, the MPO for the Little Rock metropolitan area, spearheaded an effort to incorporate median treatments into the roadway design, as an alternative to the traditional continuous two-way left-turn lane. Metroplan also sought agreement on a general and specific access management plan for the corridor addressing median openings, curb cuts, interconnections, and supporting road networks.

In January 2000, the city of Conway, the Arkansas State Highway Commission (ASHC), and Metroplan entered into a tripartite agreement in support of the access management plan. The mayor was authorized to enter into the agreement through a resolution passed by the city council of Conway. The Metroplan board of directors also passed a resolution to adopt the access management plan. In turn, the ASHC, an independent agency in Arkansas charged with overseeing transportation infrastructure and hearing state appeals, enacted a Minute Order authorizing the director of the AHTD to enter into any necessary agreements to implement the access management plan. Finally, all authorized individuals signed the access management plan, which was officially adopted on signature of the agreement by each of the parties.

Agreement in Detail

The agreement detailed the responsibilities of the three parties involved. The route, State Highway 60/Dave Ward Drive from the overpass at Harkrider (State Highway 365) west to the Arkansas River, was established in two segments: Segment I, from SH 365 to Tucker Creek; and Segment 2, from Tucker Creek to the Arkansas River. The segments were subject to different treatment. Segment I was subject to a specific access management plan that would make specific requirements for each access location, whereas Segment II was subject to a general access plan.

The statement of purpose included a primary purpose to protect capacity and a secondary purpose to increase safety. The agreement also identified the authority to enter into such an agreement granted to the city in Arkansas Code Annotated 14-56-419 and to the ASHC in Arkansas Code Annotated 27-65-107. Conway and the ASHC granted Metroplan standing in the agreement in consideration of the MPO's financial contribution and its role in transportation planning.

The access plan is simply described in the body of the agreement and detailed in appendices. The plan for Segment I identifies all access locations and median breaks. Driveway standards are established for all new driveways. That specific plan also notes other elements needed to achieve the access management objectives, including local street networks, new local roadways, property interconnect agreements and requirements, and supporting land use and zoning plans. Segment II is treated with a general access management plan that provides typical roadway cross-section and right-of-way requirements, median breaks, and driveway standards.

The agreement established that the terms of adoption, termination, and modification required mutual agreement by all parties involved. A section on plan administration specifies that all parties must participate in the review and approval or denial of all driveway permit applications, although AHTD actually issues the permits. Plan amendments can be requested by any of the parties to the agreement or by any applicant whose request has been denied.

Any amendment must be adopted by all parties to the original agreement.

Appendix A of that agreement provides some basic definitions of full directional breaks, partial directional breaks, bidirectional turnarounds, and left-only directional turn bays, as well as a map of Segments I and II. Appendix B of that agreement details the plan for Segment I. Each access location in the plan is supported with a discussion of rationale, conditions, and financial responsibilities. The rationale statement describes the existing condition and the relationship of the existing condition to minimum spacing requirements as well as any proposed changes. The conditions statement details the circumstances that must exist for the proposed access changes to occur. Often, the conditions include joint-use driveways and interconnections between properties and therefore require the cooperation of the affected property owners. The statement of financial responsibilities specifies which party is responsible for each portion of the improvements.

Appendix C of that agreement details the plan for Segment II. As mentioned, it is a general access management plan that specifies general design requirements for the raised median facility, driveway spacing, traffic signal spacing, U-turn locations, partial directional breaks, and left-only directional turn bays. In addition, the plan provides concept specifics for each median break, offering both rationale and financial responsibility. Finally, Appendix D of that agreement contains a copy of the enabling resolutions and the minute order authorizing each party to enter into the agreement.

Agreement in Practice

The agreement has been in place since late 1999/early 2000. The city sends development applications for review to Metroplan and the AHTD, which issues the final access permit. The tripartite nature of the agreement, which requires all parties to agree to an amendment, and Metroplan's standing in the process, has contributed to the agreement's success. Daily administration of the plan rests with the state and local agencies, a situation that avoids burdening MPO staff with such activities. In turn, the MPO has been able to act as an intermediary and "take the heat" when there is pressure to amend the access management plan, which can insulate local governments and the state transportation agency in a positive way. The MPO board has been generally reluctant to grant amendments in realization that doing so could snowball to other jurisdictions and undermine the effectiveness of the access management plan.

Another feature that has contributed to the success of the agreement process is the willingness of MPO staff to reach out to corridor property owners and walk them through the plan. One-on-one meetings with business and property owners along the corridor proved beneficial in allaying concerns and obtaining project support with the vast majority of parties that would be affected. The MPO has also been willing to spend funds to mitigate; particularly if businesses do not have a median break within a reasonable distance of their property. MPO staff note that even where a cross access agreement or other solution cannot be obtained, the willingness of the MPO to mitigate and seek solutions has been well received and helpful in reducing opposition. One final consideration with regard to multiparty agreements is the importance of each agency to be timely in its reviews and permitting, to avoid unnecessary delays to developers.

The process has been so successful that the MPO is now using the same template from the agreement to establish access management plans for five other roadway projects. Three agreements are close to being signed, and one agreement will involve five local jurisdictions.

WYOMING—WYOMING BOULEVARD AND ACCESS POLICY

WYDOT regulates both access points and utilities within the state right-of-way. Following is an overview of two different agreements between WYDOT and the city of Casper. One is a cooperative agreement for the construction of a highway within the corporate limits of Casper and the other is an MOU in regard to limited access highway facilities supported by a resolution.

Wyoming Boulevard Agreement

In 1982, WYDOT designed a reconstruction of Urban Highway 4100, commonly known as Wyoming Boulevard. Because the segment was contained entirely within the city of Casper, WYDOT and the city agreed on the location of the route. In preparing to construct the improvement, WYDOT entered into a cooperative agreement with the city establishing the rights and responsibilities of each party in regard to the facility. Effective in June 1982, this cooperative agreement serves as an example of a long-standing agreement governing numerous aspects of a state highway running through a city. The state was responsible for surveying and construction of the facility and still is responsible for signalization, signs and markers, and access. The city is responsible for utility improvements, lighting, and general maintenance (e.g., snow removal and cleaning).

The contents of that agreement are straightforward. The agreement designates the parties, describes the segment of highway (as a map in exhibits), and then moves on to de-

scribe the specific actions agreed on by both parties in detail. The state responsibilities include

- Surveying and reconstructing the highway;
- Furnishing the conduit, pull boxes, and foundations for 25 luminaire locations;
- Regulating all traffic lights luminaires, signs, route markers, and direction signs; and
- Authorizing new access locations.

The city of Casper's responsibilities include

- Providing and installing 15 luminaires at state-designated locations and an additional 6 on top of specific traffic signals,
- Paying for power consumption by and maintenance of the luminaries,
- Holding the state harmless for any increase in water run-off from the state system resulting from an increase in land development in the upstream areas of the drainage,
- Agreeing that future accesses to the roadway be limited to intersecting arterial routes,
- Prohibiting parking on the facility in any other manner than parallel,
- Establishing grades of the gutters and roadway and the curb cuts based on the plans submitted to the city,
- Paying for any municipally owned utility work and completing such work to state specifications, and
- Maintaining the subject segment.

Furthermore, the city of Casper expressly agreed *not* to do any of the following, without written permission from the state:

- Alter or add any traffic control devices on the segment;
- Close, abandon, or otherwise make the facility unavailable to the public; or
- Make changes to the established grades.

Access Policy and MOU

Also in 1984, the Wyoming State Highway Commission (WYSHC) entered into an agreement with the city of Casper in regard to access to four other state highways within the Casper city limits. The commission governs the activities of and works with WYDOT. This time, an MOU was used for the purpose of establishing a policy governing access to or from any highway designated by the WYSHC as being a limited access facility within Casper.

Agreement in Detail

The MOU establishes the reasoning for the agreement:

- Both parties desire to maintain the characteristics of limited access highways (as specified in the exhibit).
- To maintain the facilities as major arterials functioning to move traffic, other considerations must be considered subordinate.
- The public safety and well-being would be best served by allowing no future access to the designated facilities except at dedicated streets or other points mutually agreed on by the city and the WYSHC.

The agreement is executed with two signatures of designees of the WYSHC and the city of Casper. Casper also adopted a resolution that authorized and directed the mayor to execute and the clerk to attest to the MOU.

Agreement in Practice

The road that is the subject of the first agreement was constructed and is being maintained according to the agreement. The one area of concern is access. The city of Casper is frequently faced with requests for access to the limited access facilities and often believes that it is an economic necessity to grant additional access. A committee composed of WYDOT representatives who are normally assigned to other areas of the state reviews requests for additional access and renders a decision. Use of "nonlocal" WYDOT representatives helps to keep local politics out of the decision-making process. Participants believe that this method has successfully managed access points along the roadway segments addressed in the agreement.

COLORADO—US HIGHWAY 85

US-85 is a primary north–south highway connecting municipalities in the Denver metropolitan area to the city of Denver and Denver International Airport. In recognition of this highway's economic importance to the region, the communities affected came together under a corridor planning project of the Colorado DOT (CDOT) regional office to determine how best to maintain the safety and efficiency of the corridor. The first CDOT-initiated project was to define a capital improvements plan. Next, an access control plan was developed to preserve the safety and efficiency of the corridor. This effort culminated in a multiparty intergovernmental agreement to manage access on nearly 52 mi of US-85 from I-76 and Weld County Road 80. The agreement is between CDOT and 11 local governments along the corridor: Adams County, city of Brighton, city of Commerce City, town of Eaton, city of Evans, city of Fort Lupton, town of Gilchrest, city of Greeley, town of LaSalle, town of Plattville, and Weld County. As a result of changes and improvements outlined in the agreement, US-85 will become a controlled-access facility.

Agreement in Detail

The agreement contains four major parts:

1. Intergovernmental agreement,
2. Exhibit A—US-85 access control plan,
3. Exhibit B—US-85 corridor map, and
4. Exhibit C—US-85 access plan amendment process.

The intergovernmental agreement details the state law and codes authorizing this type of agreement between the state and local governments. Then, specific need for the agreement is stated by reasoning that the coordinated regulation of vehicular access to public highways is necessary to

- Maintain the efficient and smooth flow of traffic;
- Reduce the potential for traffic accidents;
- Protect the functional level and optimize traffic capacity;
- Provide efficient spacing for traffic signals; and
- Protect the public health, safety, and welfare.

The agreement addresses treatment of private accesses and new parcels, both existing and those created after the effective date of the agreement. Other issues covered include the allocation of costs, a severance clause, superseding of other agreements, amendments, a review period, verification of authority to enter into the agreement, and enforcement and termination requirements. Finally, the agreement contains a signature page for each jurisdiction included in the agreement.

Exhibit A, US-85 Access Control Plan: I-76 to Weld County 80, establishes a purpose for the plan, outlines responsibilities for costs, defines types of access locations, describes typical types of improvements, and then itemizes each individual access location and planned modifications. The purpose is to provide the parties with a comprehensive roadway access control plan for US-85. The agreement specifies that "It is the agreement of all parties that all access decisions for this Segment of state highway shall be in conformance with this intergovernmental agreement." Responsibilities for the cost of implementing the plan are outlined, emphasizing that the allocation of costs is to be fair and equitable as well as agreed on by all parties.

The access locations section of the plan outlines the circumstances under which major adjustments to an existing access may be made and the principles used to develop the access control plan. These principles are intended to determine future modifications as well. The following specific types of accesses are addressed:

- Public road intersections,
- Agricultural accesses,
- Single-family residential accesses, and
- Change of land use (future development).

In addition to providing specific modifications for each access point, the plan's section on potential access modifications outlines typical access treatments that may be applied in the future under certain conditions to the following types of accesses:

- Public road unsignalized (PRU) intersection
  - Scenario 1, PRU with adequate intersection angle;
  - Scenario 2, PRU with substandard intersection angle; and
  - Scenario 3, PRU programmed to be signalized,
- Public road signalized intersection,
- Rural access, and
- Urban access.

Finally, the access control plan itemizes each existing and future access location and describes the status and planned changes for each location in detail. Exhibit B of that plan, the US-85 corridor map, simply illustrates the subject segment of US-85 and indicates the location of each access location on the segment.

Exhibit C, the access plan amendment process, establishes specific procedures to be followed by any of the local jurisdictions involved in the event that an amendment to the access control plan is desired. Two-thirds of the local governments and CDOT must agree to the modification for it to be implemented.

Agreement in Practice

Participating agencies indicated that this access plan is thought to be a success overall, although there have been some setbacks with regard to implementation. Of note is that one community was granted a subdivision near a planned interchange, an action that will complicate or even possibly thwart the project. In another community, a large automobile dealership decided to relocate to I-85 near a planned interchange and insisted on a full median opening. This request was submitted through the access plan amendment process and was subsequently denied by the committee.

Those interviewed about the agreement indicated that a few additional steps could have been taken to improve adherence to the access plan:

- Ensure that all parties follow up within their communities and incorporate aspects of the access plan into their land use plans and ordinances;
- Widely distribute the adopted version of the agreement as a flyer, brochure, or other medium; and

- Establish a training mechanism for every staff member affected by the agreement.

In addition, having an established 3-year review requirement affords those involved the ability to step back and review the access plan, taking note of any problems with the plan or its implementation. That review also provides an opportunity to point out the positive results of the plan with all parties and at the same time to educate newly elected officials and new staff members.

FLORIDA—US HIGHWAY 98

US-98 between SR-60A in Bartow, Florida, and East Main Street in Lakeland, Florida, is a four-lane divided highway with an abandoned railroad right-of-way running adjacent to the east side of the highway. The access management needs and requirements of US-98 vary significantly within the study area. From SR-60A in Bartow to the Polk Parkway (SR-570), US-98 is part of the Florida Intrastate Highway System, which requires higher access management standards than does the remainder of the study corridor. South of SR-570, with the exception of approximately a 1-mi segment through Highland City, adjacent land is predominantly vacant. North of SR-570, adjacent properties along the US-98 study corridor are generally developed with commercial, industrial, or residential land uses.

In 2001, as development pressures began north of the long-established city limits of Bartow on US-98 (Bartow Road), local government officials saw the need to take action to prevent access and congestion problems along the previously undeveloped corridor. The Polk County Transportation Planning Organization (TPO), the MPO for the region, drafted an MOU in response to the TPO board's recognition of the need to provide orderly and efficient access to a portion of US-98.

Agreement in Detail

The MOU, involving FDOT, the city of Bartow, the city of Lakeland, and Polk County first established the basis for the widening of US-98 to six lanes, provision of transit service, and development of a multi-use recreational trail along the US-98 Corridor. These improvements are detailed in the Polk County 2025 Long-Range Transportation Plan. The MOU also outlines state and local objectives that can be met for the roadway through land development and subdivision regulations. Finally, the MOU discusses Florida Statues in relation to corridor management. Section 337.273 of the Florida Statutes provides that local governments may designate a transportation corridor for management by including the corridor in the transportation element of the local comprehensive plan, and they may thereafter adopt a corridor management ordinance to include criteria to manage the land uses within and adjacent to the transportation corridor.

The MOU then outlined four areas of cooperation:

1. The intention of all three local government parties (the city of Bartow, the city of Lakeland, and Polk County) to amend their respective comprehensive plans designating US-98/Bartow Road from SR-60 to East Main Street (in Lakeland) as the US-98 Transportation Corridor pursuant to Section 337.273, Florida Statutes;
2. FDOT would develop and adopt a corridor access management plan (CAMP);
3. The local governments agreed to amend their respective land development regulations to implement the CAMP; and
4. All land development and permitting activities within the corridor will be reviewed by a committee composed of representatives of all parties before the adoption of the CAMP.

The document was signed by all local governments and FDOT. The Polk County TPO was not included as a signatory.

Agreement in Practice

A steering committee consisting of appointees from each party was formed to oversee the development of the CAMP after the adoption of the MOU in December 2001. The CAMP was developed through a process that included a review of national and Florida examples; a review of local comprehensive plans; meetings with the public; and workshops with staff from FDOT, the Turnpike Authority, the cities of Bartow and Lakeland, and Polk County. The draft CAMP was prepared by a consultant and had been adopted by all but one of the parties at the time of this report. Issues causing delay included lack of agreement among property owners regarding proposed median openings and a need for technical assistance on how to implement service road requirements in the plan. As it awaits full adoption of the CAMP, the city of Bartow has already begun moving forward with implementation of the plan inside the city limits, including the provision of a frontage road.

CALIFORNIA—FREEWAY AGREEMENTS

The California Department of Transportation (Caltrans) derives authority to enter into "Freeway Agreements" with local agencies through specific agency procedures. These Freeway Agreements are described in Caltrans's *Project Development Procedures Manual* and serve as a basis for

future planning for both freeways and controlled access highways (*23*). Adopted several years before actual freeway construction, these agreements depict local street closures, street relocations, street connections, extensions, and frontage roads associated with new freeway construction. They must be executed before right-of-way acquisition or adoption of a maintenance agreement. All elements of the Freeway Agreement must be reviewed by state and local agencies. That process ensures local involvement during the decision-making process.

Agreement in Detail

Caltrans adopts a Freeway Agreement for all freeway projects. Those agreements are executed following project approval for a new freeway or conversion of an existing conventional highway to a freeway. According to Chapter 24 of its *Project Development Procedures Manual*, Caltrans "follows a practice that no freeway will be built without agreement of the local government except as otherwise provided for in Statute." Agreements are therefore processed for all freeway projects. Except for temporary closings during construction, closure of a city street or county highway resulting from freeway construction cannot occur without such an agreement.

The process by which a Freeway Agreement is adopted begins with a rough draft developed by the state with input from the local agency. After approval from the state's Design and Local Programs Department, the draft agreement is then brought to the local agency for approval. After various state and federal agencies grant approvals, the agreement is executed by the local agency through resolution and thereafter by Caltrans.

If more than a letter is demanded to establish future commitments with a local agency, Caltrans can elect to follow up the Freeway Agreement with a Project or Performance Agreement to "establish a clear understanding of commitments . . . and formalize the necessary details." Although Caltrans discourages those types of agreements, the agency accepts their use as a last resort in an effort to initiate the Freeway Agreement. Caltrans may then proceed with design, right-of-way acquisition, and other activities, as appropriate. The district office is responsible for ensuring that the Freeway Agreement conforms to as-built construction plans.

A Freeway Agreement may be changed at any time by mutual consent of the state and local agency. Major changes must be incorporated into a superseding Freeway Agreement before design, right-of-way acquisition, or construction. A major modification could include new road connections, closure changes, or new interchanges. A Resolution of Change is an intermediate step that may be taken before superseding the executed Freeway Agreement. These resolutions are obtained from the local agency whereby they agree, or request, that revisions be incorporated into a superseding Freeway Agreement at some future date.

Agreement in Practice

In the late 1950s, the California State Legislature identified a future freeway and expressway system to serve the future state population. The system includes both the Interstates and non-Interstate state highways. Currently, California has 15,400 route miles of state highway, of which 4,406 are freeways (full-access control), 1,626 are expressways (partial control), and the remaining miles are conventional roadway. Roughly 50% of the freeway route miles are non-Interstate. California uses freeway agreements and other access control agreements with local jurisdictions (cities and counties) to specify access control and public road–private road connection agreement. California has agreements for access control on selected state highway routes in most of its 58 counties. The agreements may cover the entire route through the county or portions of a route.

CHAPTER FOUR

DEVELOPING EFFECTIVE AGREEMENTS

ISSUES IN CURRENT PRACTICE

State and provincial officials were asked what, if any, problems they have experienced when entering corridor management agreements with local agencies. Almost half cited two or more types of problems, with the most common being a lack of local government understanding of corridor management (54%), as shown in Figure 4. Other problems noted among public agencies included lack of agency leadership on issues relating to corridor management (31%) and local and public opposition to corridor management in general (31%). Other less common problems included conflicts among potential signatories (23%) and the inability to obtain a consensus on appropriate agency roles (15%).

Some respondents noted a general lack of support for corridor management, particularly in less populated states and provinces. Reported one respondent, "Most of our state is very rural. There isn't the pressure to have an extensive corridor management program. This influences us and makes it difficult to see the need for corridor management in our more urban and growth areas." Another respondent explained that although the agency had experienced problems with opposition from property owners in one case, "the upfront delay enabled the process to proceed more smoothly in the end." Another problem indicated by U.S. and Canadian respondents is the competition that often occurs between utility companies for access to highway rights-of-way, which may engender the need for cooperative agreements with utility providers.

Respondents also identified problems they had experienced relating to implementing corridor management agreements. More than half of the respondents noted a lack of local support or local adherence to commitments as problematic. Other problems frequently noted by those surveyed were legal and political concerns when implementing cooperative agreements (23%) and the need for technical assistance pertaining to implementation methods (23%). Related comments included the following:

- "Locally, commercial development is desirable from the standpoint of employment, taxes, etc. Often, initial local support for access management is eroded over time by those desires."
- "Intergovernmental agreements for arterial corridor access management have long-term ramifications. Changing local leadership, changing economic climates, development pressures and reductions in state and local fiscal horizons, all immediately deteriorate any possible agreements."
- "Lack of ability to enforce agreements can be an issue. This is why [we] work toward inclusion of agreement language in [local] comprehensive plans."

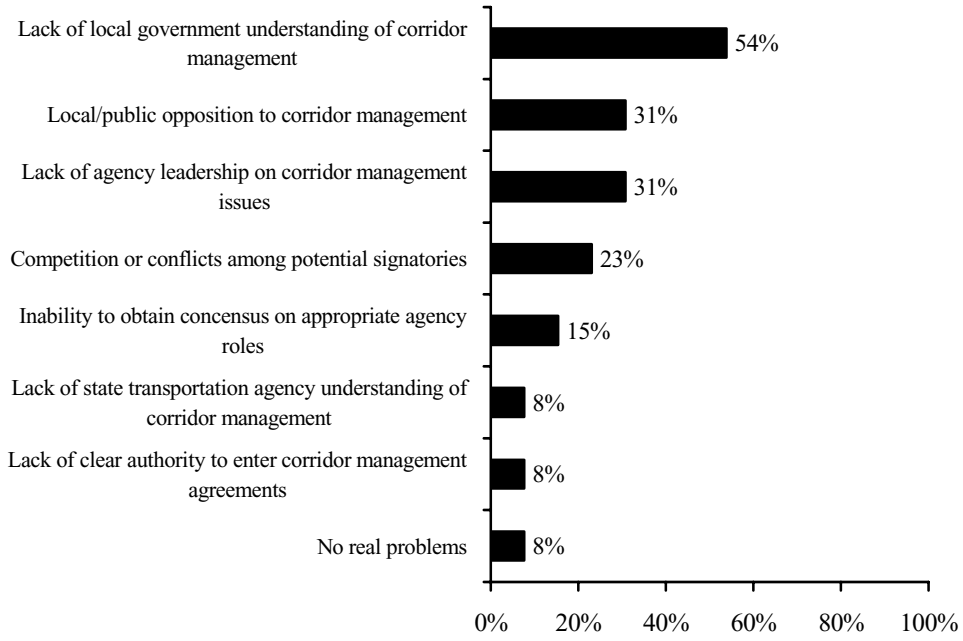

FIGURE 4 Problems entering into agreements (see survey question 10).

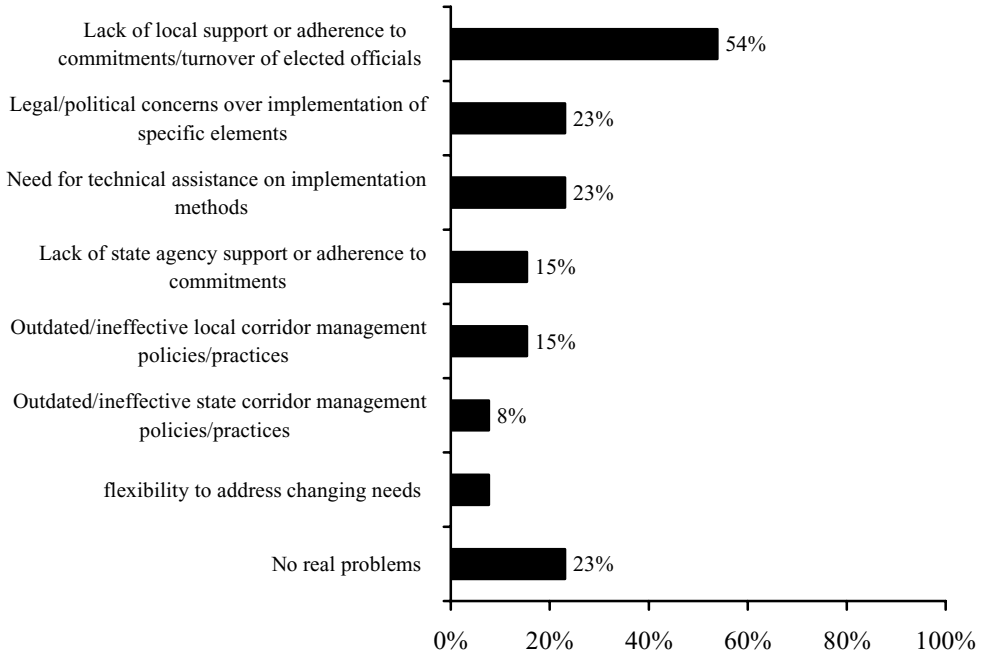

FIGURE 5 Problems with implementing agreements (see survey question 11).

Three of the 13 respondents (23%) had experienced no real problems when implementing agreements, as shown in Figure 5. Only two respondents mentioned the lack of state agency support or adherence to commitments and outdated or ineffective local corridor management policies or practices as problems. Some state transportation agencies also noted a general reluctance of the state to enter into a binding contractual commitment with outside agencies that will affect future decisions. These agencies may instead take the role of facilitator and work to persuade the involved parties that it is in their interest to cooperate rather than to pursue written agreements with other jurisdictions.

CHARACTERISTICS OF EFFECTIVE AGREEMENTS

The literature and case studies provided a variety of clues about how to avoid some of the problems mentioned previously and to craft an effective agreement. One common theme is that putting together an effective corridor management agreement requires significant up-front work, including advanced planning, education, and public involvement. In the Arkansas State Highway 60/Dave Ward Drive example, the location of each median break was discussed individually in regard to rationale, conditions, and financial responsibilities for improvements. Obtaining that type of agreement typically involves numerous discussions with the general public and affected property owners. In that case, the MPO staff walked the corridor and spoke one-on-one with affected business and property owners—something that MPO staff attribute to the success of the process. The actual agreement is only a few pages long and basically represents a ratification of the plan.

Another theme is that parties to the actual agreement should be kept apprised of the substantive aspects of the plan throughout the process to ensure a smooth transition from plan to agreement. A consensus-building manual published by the Urban Land Institute offers similar advice (*5*):

> In the best cases, individuals with formal decision-making authority will have participated directly in the process or been kept well informed of a group's deliberations. If they know what is going on, they will not be caught off guard when the group offers its recommendations. (This is also the case with the general public. The more communication, the less likely that the group's recommendations will be attacked as "back room deals.")

The Pennsylvania *Intergovernmental Cooperation Handbook* further recommends a deliberate approach to drafting agreements with several built-in opportunities for review and comment by affected parties, as follows (*21*):

a. Assign the drafting of the agreement to a professional staff person or solicitor familiar with the work of the study committee.
b. Have the study committee review and revise the agreement as needed to implement the idea.
c. Distribute copies of the draft agreement and ordinance to all municipalities for review by elected officials, staff and municipal solicitors (attorneys). Comments should be requested by a specific deadline, a deadline far enough in the future to allow municipal officials to review and respond to the drafts.
d. Make certain the study committee members follow-up with their municipalities to insure a complete and timely review.
e. Prepare a revised draft based on the comments received. If the changes are significant or controversial, additional review by the study committee and/or repeating step "c" above may be required. Otherwise, the revised draft can now be distributed to each municipality and advertised for adoption with a relative assurance that all participating municipalities will enact the same agreement. A single, joint advertisement can be used for this purpose as long as the date and location of each municipality's action is included.

The ICMA has found that "All intergovernmental agreements that endure follow similar principles" (*2*). Accordingly, that association compiled the following list of suggestions for successful agreements:

a. Examine state law to determine any requirements for cooperative agreements.
b. Create a study group that understands the process.
c. Appoint a drafter with legal experience to draft the agreement.
d. Be inclusive and sensitive to historical alliances or animosities.
e. Proceed in small steps—consider scaling back the scope if necessary and build from there.
f. Allow sufficient time for negotiation based on the complexity or number of partners.
g. Circulate a draft agreement and provide appropriate deadlines for comment.
h. Be flexible and patient during the revision phase and willing to take a different tack.
i. Circulate the final draft if the changes are significant.
j. Obtain official approval from all parties.
k. Share the credit by jointly or simultaneously announcing the finished agreement.
l. Prepare for success and the likelihood for additional cooperative tasks or efforts.

Additional guidance on the characteristics of a durable agreement appears in the Urban Land Institute consensus-building manual provided here. The authors of that work noted the importance of integrating the substantive aspects of the agreement "into the formal decision-making processes of a city council, agency or board of directors" (*5*).

Durable agreements are HONEST, because they are

a. based on the best-available, jointly developed information;
b. founded on realistic projections of capacities and costs;
c. ensured by all parties' intent to implement them; and
d. developed with the involvement of all parties.

Durable agreements are ACCEPTABLE because they

a. resolve the grievance that brought the dispute to a head [or address commonly held problems and objectives];
b. acknowledge past problems and address them;
c. meet the underlying needs of the parties; and
d. are arrived at by a process perceived as fair by all parties.

Durable agreements are WORKABLE because they

a. provide incentives (benefits) for all parties to implement;
b. do not disadvantage an excluded party;
c. recognize possible problems or changes in the future and include procedures to deal with future changes or acknowledge the need for renegotiation; and
d. build working relationships among the parties to implement the deal.

Possibly the best way to implement agreements is to incorporate the "meat" of the agreement, such as an access management plan, into local comprehensive plans, regulations, and codes. Similar advice was provided by several of the survey respondents.

Another suggestion from the literature is to establish a monitoring process to help with implementation. This could involve creating a body whose role is to monitor progress and report back to the participating agencies (*5*). Enforcement could also be enhanced through a joint approval process. For example, several of the agreements reviewed required approval by more than one if not all partners for an amendment to an access management plan.

One element not often found in agreements is a formal mechanism for revisiting an agreement within a specified period of time. Because situations change over time, some issues addressed in an agreement may need to be updated in response to new conditions. It was noted in the literature that "Many agreements, especially those developed in the midst of a changing political environment, will be affected by changing parties, budgets, and political contexts. A mechanism to address these changing circumstances through renegotiation may be desired" (*5*). This is particularly true for access management plans, which may also need to be revisited if land use or transportation changes occur that have a significant impact on the plan. Establishing a regular time line for discussing salient features of a cooperative agreement can proactively address unforeseen changes and help head off problems or escalation of concerns.

An example of a clause that is helpful for both monitoring and renegotiation may be found in the Colorado US-85 Access Control Plan, which states that "The Agencies agree to confer with respect to the continuation of this Agreement, or if there is the necessity for any amendments hereto, every three years" (*14*).

A Colorado city that has long been a party to an agreement with CDOT related to an access management plan is pleased with the 3-year time frame for review because "That way if something isn't working, we have a timetable built in to revisit those items and update them and amend the plan as needed." That city also reported that "it helps with the budgeting process, because we know down the road if we need to budget for an update to our access management plan."

An interesting example of a renegotiation statement was found in Municipality of Metropolitan Seattle, Resolution No. 6021, which established a seven-point protocol related to communications on cooperative land use planning. Item 4 stated that "we request that if a party or assigned participant to a group discussion should disavow the process, the participant should first advise the group and allow the group the opportunity to seek a remedy. In the event a particular effort for remedy is unsuccessful, any party or participant may withdraw without prejudice" (*24*).

LESSONS LEARNED

The survey of state and provincial transportation agencies inquired about lessons that respondents had learned that

they would pass on to others in regard to cooperative agreements or achieving cooperation between agencies on corridor management. The following is a list of lessons or suggestions noted by respondents, grouped by general topic.

- Agencies reported that it is important to reach out to local governments and get to know the issues that affect them.
  - Try to make local governments equal partners in corridor management. Help them manage adjacent local corridors as a part of the process.
  - Share the vision for the corridor and make fairly obvious the benefits needed to obtain local buy-in.
  - Make cooperation effective by encouraging the participants and decision makers to feel that it is accomplishing their "individual" goals.
  - Clearly spell out intentions, work together, communicate, and share information.
  - Cooperative agreements should not only satisfy individual problems, but always address the corridor as a whole.

- There is a need to provide ongoing technical assistance.
  - Because smaller local governments do not have the staff or expertise to develop and update comprehensive plans to reflect corridor management plans, the state agency must develop access management guidelines and make a major investment in training local governments in their application.
  - Establish a continuous process for education and technical assistance to local governments, because staff and officials change.
  - In the absence of enforceable agreements, provide continuous education to ensure that the communities and decisions makers understand (and agree with) past decisions and commitments. This can require technical and knowledge resources that are not on hand in the communities involved and can also require a level of personal and professional interaction that is not "normal" to DOT activities and, in the current environment, is not supported by available resources.

- There should be ways to improve public outreach.
  - Local governments and the state need to work together early in the process with the public and property and business owners. Have videos that show before-and-after examples of other areas where managed access programs have been implemented.
  - There must be a committed champion for the concept who can articulate to affected landowners the reasons for doing it. The local government must be supportive at both a political and staff level.
  - Government has generally been unwilling to take the time to sit with people and walk them through the process. It has been found that most people are supportive, once we explain how the median will work.
  - It is crucial to have early and continued public participation.

- Agencies reported that it is necessary to establish policies and procedures to improve enforcement.
  - There is a need for more authority, because intergovernmental agreements do not have a lot of "teeth." For long-term, enforceable implementation, the elements of the agreement need to become part of a decision document; that is, a plan. Thus, it needs to go from an intergovernmental agreement to a planning document, and then become final in a comprehensive plan.
  - Establish a broader structure, such as a committee, to administer the corridor management plan or effort, through the agreement that will formalize the decision-making process and build broader internal support of a partner.
  - Encourage elected officials to be more consistent in their enforcement of policy.

- There should be efforts to provide mechanisms for change.
  - Mechanisms for change are very important, because over time there will need to be some changes and the partners need to be willing to make compromises from time to time to keep an agreement alive. Otherwise, the agreement becomes very inflexible and unattractive.
  - The agreement is only as strong as the willingness of the two parties to work toward the intended outcomes. A change in administration or elected officials can lead to a loss of understanding of the original purpose for the agreement and a subsequent loss of ability to accomplish the intended outcome.

A final lesson is that agencies should persevere and recognize that the good idea may be delayed by outside forces beyond the control of any single partner to the agreement. These forces may be political or economic or relate to other considerations. The associated issues will need to be worked out before the parties can refocus their attention on their role in the agreement.

CHAPTER FIVE

CONCLUSIONS

Several themes were identified from the research that can contribute to or detract from the success of a cooperative agreement for corridor management. The following are those that were most commonly expressed:

- Cooperative agreements offer an opportunity for participants to apply their individual authority to mutual advantage. Such cooperation is critical to the effectiveness of corridor management, given that the policy, programmatic, and funding actions needed to carry out corridor management strategies generally transcend the authority, resources, or jurisdiction of any single group or unit of government.
- An agreement should be pursued in a spirit of mutual compromise. A willingness to compromise and to treat others as equal partners helps establish an environment that is conducive to cooperation. Each participant should take the time to gain an understanding of the issues that affect the other partners and to be cognizant of those issues when generating alternatives. The potential benefits to each party through participating in and supporting the process should be made as clear as possible.
- Achieving a shared vision of the corridor and its function is important to long-term success. As noted by one respondent, "It is our experience that corridor management agreements can only work when both parties, i.e., state/province and the local government, can agree on the function of the corridor. Where we have been unsuccessful is when we cannot agree on the road function."
- It is vital to proactively confront the tough corridor management issues through direct involvement of the affected parties. It is important to keep all parties to the agreement apprised of substantive developments throughout the process to ensure a smooth transition from the corridor management plan to the agreement. The written agreement can serve to ratify a spirit of cooperation that has already been worked out through direct involvement of affected parties. It is also helpful to have a committed champion who can articulate to affected landowners and elected officials the reasons for a corridor management plan. Some respondents also found that a willingness to take the time to sit with people and walk them through an access management plan has made a significant difference in winning the support of those property owners and businesses that would be affected.
- Partners should be asked to incorporate the substance of the agreement into their plans, policies, and regulations to facilitate enforcement. Continuity of enforcement was clearly a factor for agencies that have experience with corridor management agreements. The strongest suggestion for improving enforcement is to encourage local governments to incorporate the necessary policies, design standards, and regulations into local comprehensive plans, design manuals, and codes. State and provincial transportation agencies and metropolitan planning organizations can facilitate this process through technical assistance to local governments where needed. In addition, state and provincial transportation agencies may need to revisit their policies and practices. Outdated or ineffective policies and procedures can impede the ability of an agency to effectively cooperate with local governments on corridor management issues.
- Action should be taken to incorporate formal mechanisms and time lines for addressing needed changes to corridor management plans. Establishing a monitoring or renegotiation clause provides a way to proactively address issues or problems that may be experienced in implementation. A specific time line for revisiting the plan can be particularly useful for access management plans, which may need to be revisited periodically to address changing circumstances on the corridor. Such time lines also provide advance notice to participating agencies of a potential need to budget for plan updates.
- Establish a joint committee or multiparty amendment process for the administration of a corridor management plan. Establishing an administrative structure through the agreement, such as a committee to administer a corridor management plan or a provision for multiparty approval of amendments, can help formalize the decision-making process, improve intergovernmental coordination and communication, and reduce the potential for amendments that conflict with corridor management objectives. A joint process for reviewing amendments can also facilitate resource sharing and technical assistance among participants. That process may be especially beneficial when there is work with smaller or rural communities that lack adequate staff, resources, and technical capabilities.
- Create frequent opportunities for educating partners and their stakeholders on the importance of the corridor management effort. Most agencies experience some setbacks in their corridor management efforts, even with formal cooperative agreements. Those having success recognize that corridor management is an ongoing process that benefits from continuous educa-

tion and periodic technical assistance. As noted by one respondent, "a change in administration or elected officials can lead to a loss of understanding of the original purpose for the agreement and a subsequent loss of ability to accomplish the intended outcome." Many other respondents identified a need for technical assistance to local governments. Parties to a corridor management agreement should look for opportunities to provide ongoing education and technical assistance in support of their efforts, both within the agency and among the various stakeholders.

Recurrent themes on what can derail a corridor management agreement or cause it to be unsuccessful related to several institutional, political, and interpersonal factors.

- Institutional factors were agency resistance to long-term commitments, agency reluctance to assume a leadership or mediation role, and a lack of internal cooperation among divisions or functions in an organization.
- Political factors included turnover of elected officials, political expediency and short-term orientation, reluctance to adhere to prior commitments, intergovernmental competition for tax base, growth/no-growth politics, and anti-government attitudes.
- Interpersonal issues were personality conflicts, general lack of trust, inability to compromise, and perceived inequity in the allocation of responsibilities and resources.

Although a variety of factors can impede intergovernmental cooperation, many government agencies have overcome such barriers and have cooperated on corridor management issues. The lessons shared by these agencies and reviewed in the synthesis provide insight for others seeking to forge lasting and effective corridor management agreements.

Survey respondents identified several areas in which they would like additional information with regard to cooperative agreements. Many respondents conveyed a need for effective tools and techniques that can be employed to strengthen cooperative agreements and increase involvement among interested parties. Others noted that case studies could be made available that exemplify successful cooperative agreements and that discuss the benefits of having implemented the agreements.

More information was requested about the advantages and disadvantages of adopting the various types of agreements, such as memorandums of understanding, resolutions, intergovernmental agreements, and development agreements. This synthesis is one step toward meeting these information needs. However, given the shortage of information on the subject, additional research on the pros and cons of different types of agreements and provisions would be beneficial, as well as research on ways to improve the enforceability of agreements between political partners.

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APPENDIX A

Survey Responses

SURVEY OF STATE AND PROVINCIAL TRANSPORTATION AGENCIES

Agreements Between Government Entities to Manage Arterial Corridors to Preserve Mobility and Safety

Number of responses: 22, response rate: 35%

1. Has your agency entered into a cooperative agreement with other governmental agencies or private entities for the purpose of managing arterial corridors to preserve mobility and safety? Yes 13 No 9
   (If no, answer Questions 12 and 13 only.)

2. From where did your agency derive its authority to enter into the cooperative agreement(s)?
   (Number of responses: 13)

   General agency powers granted in transportation law (9)
   Specific agency powers granted in transportation law (specifically mentions agreements) (3)
   Enabling legislation related to intergovernmental agreements (2)
   Enabling legislation related to development agreements (0)
   Specific agency procedure or policy (2):
   Minnesota: *Interregional Corridors: A Guide for Plan Development and Corridor Management*
   Oregon: *Oregon Highway Plan*, Goal 2
   Other (2):
   "Planning methodology and techniques…these are not mandatory or required, but it is how [our state transportation agency] has chosen to do business, to strengthen agreements with local government."
   "Voluntary participation by local governments to require private development to meet state design standards."

3. Which of these terms best describes the types of agreements your agency has entered into or is in the process of drafting with regard to corridor management and land use/transportation linkages? (Check all that apply.)
   (Number of responses: 13)

   Resolutions (5)
   Maintenance agreements (related to access permitting or other corridor management issues) (7)
   Development agreements and other public–private agreements (7)
   Intergovernmental agreements (6)
   Memoranda of understanding (9)
   Other (describe) (2):
   "Mutual adoption of facility plans; e.g., Transportation System Plans or Access Management Plans."
   "Signal Plans and Corridor Access Plans."

4. Please characterize the purpose of the agreement(s) you noted in Question 3 above.
   (Number of Responses: 13)

   "Memoranda of understanding: Purpose is to define the limits and responsibilities of the two different levels of governments and the standards which would be acceptable."
   "*Resolutions and maintenance agreements*: Manage access points and median breaks along a section of [state highway]."
   "Memoranda of understanding: The agreements are intended to formalize the understanding between the Department and the municipality. To provide a written record of that understanding along with documenting the respective responsibilities so that as councils and department staff change from time to time, the understanding will endure."
   "*Development agreements, intergovernmental agreements, and memoranda of understanding*: Purpose of agreements is primarily to preserve the state's long-term transportation plans while accommodating shorter-term development needs."

"*Resolutions*: Local governments are asked to endorse the Corridor Management Plan and can cite their concerns and issues that remain to be resolved."
"*Maintenance agreement, development agreements, public–private agreements, and memoranda of understanding*: Used to develop, design, construct, operate, manage and maintain a 4-lane, level 1 access controlled highway."
"*Resolutions, maintenance agreements, development agreements, intergovernmental agreements, memoranda of understanding*, along with the mutual adoption of facility plans, are intended to make the corridors work. These agreements can take the form of plans (e.g., access management plans, facility management plans) or they can be for maintenance or development. The agreements regulate at those levels (planning or development, for example) so there is no need for further agreements. Memoranda of understanding can be between ODOT and local governments or between agencies in state government."
"*Maintenance agreements*: Maintenance of roads, *intergovernmental agreements*: Sharing of resources*, memoranda of understanding*: Using same Commonwealth money for shared projects instead of using a contractor."
"*Memoranda of understanding*: Establish a cooperative working relationship with the affected local units of government with land use powers."
"*Resolutions, maintenance agreements, intergovernmental agreements, public–private agreements, memoranda of understanding, signal plans, and corridor access plans*: UDOT has a written agreement of affected parties concerning any action occurring within state right-of-way."
"*Development agreement and intergovernmental agreements* primarily protect the safety and mobility of the state highway. This is done through access control and contribution of right-of-way, developer-built, or cash contributions to highway improvements (including non-motorized)."
"*Maintenance agreements*: To use access management as a tool to preserve the transportation corridor."
"*Utility agreements*: Purpose is to uniformly regulate state highway rights-of-way to ensure standardization of installation/construction and public safety."

5. Do you coordinate with utility companies in arterial corridor management?
Yes 9 No 4

6. If yes, have you entered written agreements/MOUs with utility companies with regard to arterial corridor management? Yes 5 No 4

7. Which, if any, of the above examples might be a good case study for the synthesis? (Number of responses: 7)

8. Are you aware of any local agencies or MPOs that have developed or entered a cooperative agreement for managing arterial corridors (other than those above)?
Yes 3 No 10

(If yes, please provide an agency, contact name, and telephone number or e-mail)

9. Have you been involved in litigation over a corridor management agreement?
Yes 1 No 12

10. What, if any, problems are you aware of or have you experienced related to *entering* corridor management agreements with local agencies? (Check all that apply.)
(Number of responses: 13)

- ☐ No real problems (1)
- ☐ Agency concern over potential abrogation of authority related to contractual commitments (0)
- ☐ Lack of agency leadership on corridor management issues (4)
- ☐ Lack of clear authority to enter corridor management agreements (1)
- ☐ Local/public opposition to corridor management in general (4)
- ☐ Inability to obtain consensus on appropriate agency roles and responsibilities (2)
- ☐ Lack of local government understanding of corridor management (7)
- ☐ Lack of state transportation agency understanding or support for corridor management (1)
- ☐ Competition or conflicts among potential signatories (3)

11. What, if any, problems have you experienced related to *implementing* corridor management agreements? (Check all that apply.)
(Number of responses: 13)

- ☐ No real problems (3)
- ☐ Lack of flexibility or mechanisms to address changing needs (1)

- ☐ Outdated or ineffective state corridor management policies/practices (1)
- ☐ Outdated or ineffective local corridor management policies/practices (2)
- ☐ Lack of continuity in local support or adherence to commitments/turnover of elected officials (7)
- ☐ Lack of continuity in state agency support or adherence to commitments (2)
- ☐ Legal/political concerns over implementation of specific elements (3)
- ☐ Need for technical assistance on implementation methods (3)
- ☐ Other:

"Locally, commercial development is desirable from the standpoint of employment, taxes, etc. Often, initial local support for access management is eroded over time by those desires."

"It is our experience that corridor management agreements can only work when both parties, i.e., state/province and the local government, can agree on the function of the corridor. Where we have been unsuccessful is when we cannot agree on the road function."

"Lack of ability to enforce agreements can be an issue. This is why ODOT works toward inclusion of agreement language in comprehensive plans."

12. What lesson(s) have you learned relative to intergovernmental agreements or accomplishing cooperation between agencies on corridor management that you would pass on to other agencies?

"There must be a committed champion for the concept who can articulate the reasons for doing it to affected landowners. City must be supportive at both political and staff level."

"The vision for the corridor has to be shared and the benefits need to be fairly obvious for locals to buy in."

"Locals and the state need to work early in the process . . . with the public, property, and business owners. Have videos that show before and after of other areas where managed access programs have been implemented."

"We don't have ongoing agreements but we have implemented access and corridor management projects. So, in respect to lessons learned from these projects we've learned the following. Only rarely are transportation problems of sufficient concern for a community to change its land use and zoning (requirements) . . . and they generally expect us to take care of these problems, anyway. Second, quite often you have to solve their problems in implementing access or corridor management projects. Third, reciprocity is essential. You can call it win–win, if you like, but the fact is that if we're going to ask them to take actions that may be controversial or unpopular in their community it'll almost certainly be necessary to provide a sweetener."

"Try to make local governments equal partners in corridor management. Help them manage adjacent local corridors as a part of the process."

"Smaller local governments do not have the staff or expertise to develop/update comprehensive plans to reflect Corridor Management Plans."

"From a traffic perspective, [the state agency] does not have enough experience with corridor management agreements to provide a lot of input."

"There is a need for more authority—intergovernmental agreements do not have a lot of 'teeth.' For long-term, enforceable implementation, the elements of the agreement need to become part of a decision document, i.e., a plan. Thus, it needs to go from an intergovernmental agreement to a planning document, and then become final in a comprehensive plan."

"Mechanisms for change are very important because over time there will need to be some changes and the partners need to be willing to make compromises from time to time to keep an agreement alive; otherwise it becomes very inflexible and unattractive."

"Intergovernmental agreements for arterial corridor access management have long-term ramifications. Changing local leadership, changing economic climates, development pressures, and reductions in state and local fiscal horizons all immediately deteriorate any possible agreements."

"The agreement is only as strong as the willingness of the two parties to work towards the intended outcomes. A change in administration or elected officials can lead to a loss of understanding of the original purpose for the agreement and a subsequent loss of ability to accomplish the intended outcome."

"Although we have not entered into corridor management agreements we have been involved in implementing corridor management actions/projects . . . continuity in local support or commitment can be a significant problem given changing management/officials (the same may be true for the State) . . . "

"Cooperation agreements are sometimes made to satisfy an individual problem and do not always address the corridor as a whole."

13. What topics would you like to learn more about with regard to intergovernmental agreements for corridor management?

"Advantages and disadvantages of the different types of agreements."

"Making the case for intergovernmental cooperation to preserve corridors."

"Any information related to areas of managed access success stories would be appreciated."

"The positive documented benefits of having implemented the agreements."

"Mechanisms for change."

"What are some of the most innovative tools and techniques?"

"Innovative ways to increase awareness of existing plans and agreements."

"Techniques used to involve other state and federal regulating agencies in the corridor management process."

"How to involve Councils of Governments in similar partnerships."

APPENDIX B

Sample Agreements Between Government Agencies

RESOLUTION (BENTON COUNTY, MINNESOTA)

BENTON COUNTY RESOLUTION 2002 - #16

ACCEPTING, SUPPORTING, AND ADOPTING THE
TH 10/TH 24 INTERREGIONAL CORRIDOR MANAGEMENT PLAN

WHEREAS, Minnesota's State Transportation Plan recognizes the significance of interregional highway corridors in providing citizens and businesses throughout the State of Minnesota with high quality access to recreational, educational, employment and health care opportunities, and to the transport of products and services produced by our local economy to regional, national, and global markets; and,

WHEREAS, the TH 10/TH 24 Interregional Corridor has been identified by the Minnesota Department of Transportation as a High Priority Corridor from I-94 to TH 371 that enhances the economic vitality of the state, providing essential access for the central region of the state in Wright, Sherburne, Benton, and Morrison Counties to major economic markets and cultural centers, including the Minneapolis-St. Paul and St. Cloud metropolitan areas; and,

WHEREAS, the continued growth of the region is leading to increasing travel demand in the corridor which, if unmanaged, can negatively affect the level of performance, safety, and congestion experienced by users of the corridor; and,

WHEREAS, community leaders, motorists, and road authorities have identified this growing travel demand and development pressure as a concern with potential negative consequences for mobility and safety in the corridor, with the potential to degrade the performance level now provided by the corridor, and the resulting implications for the economy and quality of life of the region; and,

WHEREAS, the Minnesota Department of Transportation, recognizing the potential impact of continued growth pressure on the corridor, has completed an Interregional Corridor Plan in partnership with its partners along the corridor, to look at the long-term role that the TH10/TH 24 Corridor will play in meeting the transportation needs of the central region of Minnesota; and,

WHEREAS, it is imperative at this critical time, with continued growth occurring in the region, that a long-term vision for the type of service that the TH 10/TH 24 Corridor needs to provide be established and that the steps are identified and initiated to:

1. Preserve the function of the corridor through the advance planning, not only for the TH10/TH 24 Corridor but for the local supporting street systems and land use and development patterns; and,
2. Secure the needed funding to pursue the vision established for the corridor; and
3. Establish a plan of action for the development of planning and programming activities that will proactively address the needs identified;

Resolution (Benton County) continued

Resolution 2002 - #16
Page Two

NOW, THEREFORE BE IT RESOLVED, the Benton County Board of Commissioners endorses the vision and corridor management plan for the TH 10/TH 24 Corridor;

FURTHERMORE BE IT RESOLVED, the Benton County Board of Commissioners endorses the concept that an adequate network of supporting roads is necessary to attain the TH 10/TH 24 Corridor vision and that the roadway networks identified in the TH 10/TH 24 Corridor Management Plan will be considered as interim guides until such time as refinements to these improvements are identified;

FURTHERMORE BE IT RESOLVED, the Benton County Board of Commissioners recognizes the regional significance of the corridor in supporting the regional economy and intends to reflect the TH 10/TH 24 Corridor Management Plan vision, strategies, and policies through updates to the Benton County land use and transportation plans, as well as subdivision ordinances;

FURTHERMORE BE IT RESOLVED, the Benton County Board of Commissioners is committed to working in partnership with Mn/DOT and the other partners along the corridor as a member of the TH 10/TH 24 Corridor Management Team in order to achieve the vision and implement the recommendations of the TH 10/TH 24 Corridor Management Plan;

BE IT FURTHER RESOLVED, the Benton County Board of Commissioners intends to bring forward the following issues for resolution and discussion with the TH 10/TH 24 Corridor Management Team:

1. Support Sauk Rapids Township's Option #1 relative to road extension from Scenic Drive to CR 57.
2. Support City of Rice's request for interchange at CSAH 2 in Rice.

Approved and adopted this 16th day of April, 2002.

Duane Cekalla

Duane Cekalla, Chair
Benton County Board of Commissioners

ATTEST:
Vicki Feuling

Vicki Feuling
County Clerk/Administrative Assistant

CORRIDOR PRESERVATION AGREEMENT (UTAH DOT/WASATCH COUNTY)

Corridor Preservation on SR-248 in Wasatch County
UTAH DEPARTMENT OF TRANSPORTATION WASATCH COUNTY

COOPERATIVE
CORRIDOR PRESERVATION AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this _____ Day of _____, 2003, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT", and Wasatch County, a political subdivision of the State of Utah, hereinafter referred to as "County",

WITNESSETH:

WHEREAS, to facilitate traffic flow and property access along the SR-248 corridor for the portion that runs through Wasatch County, State of Utah, the parties hereto desire to designate specific access management and corridor preservation elements; and

WHEREAS, the 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 County.

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions under which said rights-of-way shall be preserved.

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

(1) To facilitate traffic flow along SR-248 corridor in Wasatch County, the County developed in cooperation with UDOT, a master-stationing plan. The master-stationing plan is illustrated in the attached aerial map (Exhibit 1) and access-stationing sheet (Exhibit 2).

These documents are attached hereto and are incorporated by reference herein:

Exhibit 1 Wasatch County - Jordanelle Planning Area Proposed Master Access Plan to S.R. 248 (Aerial Map).
Exhibit 2 Wasatch County - Jordanelle Planning Area Proposed Master Access Plan to S.R. 248 (Stationing Document).

This plan shows the specific access management elements necessary to simultaneously maintain traffic flow, provide access to anticipated development, and protect the public safety. The key access management elements here agreed upon are as follows:

1. Opening, closing and widening of the accesses will be phased as the area develops. The Aerial Map and Stationing Document identify the Limited Access opening width. Regardless of the width of the Limited Access opening, only one access or a County road connection will be allowed per opening.

Corridor Preservation Agreement (Utah DOT/Wasatch County) continued

Corridor Preservation on SR-248 in Wasatch County
UTAH DEPARTMENT OF TRANSPORTATION WASATCH COUNTY

2 The temporary access at Station 289+50 (16') will be closed once the access at Station 283+29 is constructed on the Mustang Property.

3. The access at Station 100+99 will close and be realigned with the new intersection at Station 112+54 (100') once the County road is constructed on the Butte Property.

4. The access at 163+05 will be closed and realigned to Station 162+32.

5. The access at Station 178+40 will be closed and realigned to Station 185+25 (100').

6. The access at Station 242+92 will be widen from 30 ft. to 80 ft.

7. The access at Station 247+92 will be closed and realign to station 242+92

8. The access at Station 270+00 will be closed and realigned to Station 271+00 (80').

9. The accesses at Station 348+40 and 349+00 will be closed and realigned to new Stations at 348+17 (100' East and West Side).

10. Accesses at the following Stations to be closed: 146+50, 149+50, 171+00, 172+00, 192+38, 213+00, 214+92, and 267+00.

11. New accesses to be constructed at the following Stations: 112+54 (100' East side), 162+32 (80' West side), 185+25 (100' West side), 271+00 (80' East side), 283+29 (80" West side), 348+17 (100' East side), and 348+17 (100' West side).

(2) The following locations are identified for future traffic signal installation. Actual installation will be as determined by traffic control criteria in Section 01554:

Station 112+54
Station 185+25
Station 348+17

(3) The parties hereto agree that proposed traffic signals will only be installed at the intersections in the herein described SR-248 corridor and only as they become warranted. The County understands the UDOT warranting process and criteria. (Attached Exhibit 3 are incorporated by reference).

(4) At the time of this Cooperative Corridor Preservation Agreement, no major project is planned for this portion of SR-248 within the next five years.

(5) The County will act as the receiving agent for all requests for access on SR-248. The County will forward requests that are in accordance with the Cooperative Corridor Preservation agreement to UDOT for processing and request for approval from the Federal Highway Administration. The Federal Highway Administration must approve all requests for changes to the Limited Access (LA) line. There will be reimbursement cost associated with changes to the LA line, which will be mitigated by the County and/or the Developer. Accesses and any work on the right-of-way must be permitted.

Corridor Preservation Agreement (Utah DOT/Wasatch County) continued

Corridor Preservation on SR-248 in Wasatch County
UTAH DEPARTMENT OF TRANSPORTATION WASATCH COUNTY

(6) Based on future consideration and needs, this Cooperative Corridor Preservation Agreement may need to be amended from its original form. Any amendment to this agreement shall require the written concurrence of both the County and UDOT.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as the day and year first above written.

ATTEST

_____
_____
Title _____
Date: _____

Wasatch County, a Political subdivision of the State of Utah

By _____
_____
Title _____
Date: _____

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTAION

By: _____ Date:_____
Randall R. Park
UDOT Region 2 Director

APPROVED AS TO FORM:

By _____ Date:_____
Mark L. Shurtleff
ATTORNEY GENERAL

By:_____ Date:_____
"UDOT Comptroller Office Contract Administrator"

INTERGOVERNMENTAL AGREEMENT (COLORADO DOT)

INTERGOVERNMENTAL AGREEMENT
AMONG
ADAMS COUNTY,
THE CITY OF BRIGHTON,
THE CITY OF COMMERCE CITY,
THE TOWN OF EATON,
THE CITY OF FORT LUPTON,
THE TOWN OF GILCREST,
THE CITY OF GREELEY,
THE TOWN OF LASALLE,
THE TOWN OF PLATTEVILLE,
WELD COUNTY,
AND
THE STATE OF COLORADO
DEPARTMENT OF TRANSPORTATION

THIS AGREEMENT is entered into effective as of the ____ day of _____2000, by and among Adams County, the City of Brighton, the City of Commerce City, the Town of Eaton, the City of Evans, the City of Fort Lupton, the Town of Gilcrest, the City of Greeley, the Town of LaSalle, the Town of Platteville, and Weld County (hereafter referred to collectively as the "Cities and Counties"), and the State of Colorado, Department of Transportation (hereafter referred to as the "Department"), all of said parties being referred to collectively herein as the "Agencies."

WITNESSETH:

WHEREAS, the Agencies are authorized by the provisions of Article XIV, Section 18(2)(a), Colorado Constitution, and Sections 29-1-201, *et. seq.*, C.R.S., to enter into contracts with each other for the performance of functions which they are authorized by law to perform on their own; and

WHEREAS, each Agency is authorized by Section 43-2-147(l)(a), C.R.S., to regulate access to public highways within its jurisdiction; and

WHEREAS, the coordinated regulation of vehicular access to public highways is necessary to maintain the efficient and smooth flow of traffic, to reduce the potential for traffic accidents, to protect the functional level and optimize the traffic capacity, to provide an efficient spacing of traffic signals, and to protect the public health, safety and welfare; and

WHEREAS, the Agencies desire to provide for the coordinated regulation of vehicular access for the section of State Highway 85 between Interstate 76 (MP 227.00) and Weld County Road 80 (MP 278.74) (hereafter referred to as the "Segment"), which passes through the jurisdiction of each Agency; and

Intergovernmental Agreement (Colorado DOT) continued

WHEREAS, the Agencies are authorized pursuant to Section 2.12 of the 1998 State Highway Access Code, 2 C.C.R. 601-1 to achieve such objective by written agreement among themselves adopting and implementing a comprehensive and mutually acceptable highway access control plan for the Segment for the purposes above recited; and

WHEREAS, the development of this Access Control Plan adheres to the requirements of the 1998 State Highway Access Code, 2 C.C.R. 601-1, Section 2.12.

NOW THEREFORE, for and in consideration of the mutual promises and undertakings herein contained, the Agencies agree as follows:

1. This Agreement shall constitute an approved access control plan for the Segment, within the meaning of Section 2.12 of the 1998 State Highway Access Code, 2 C.C.R. 601-1.

2. The Agencies shall regulate access to the Segment in compliance with the Highway Access Law, Section 43-2-147, C.R.S. (the "Access Law"), the Highway Access Code, 2 C.C.R. 601 -1 (the "Code"), and this Agreement, including Exhibits A (US 85 Access Control Plan), B (US 85 Corridor Map) and C (Access Plan Amendment Process) attached hereto and incorporated herein by reference. Vehicular access to the Segment shall be permitted only when such access is in compliance with the Access Law, the Code and this Agreement.

3. Private accesses which were in existence in compliance with the Access Law prior to the adoption of this Agreement may continue in existence until such time as a change in the private access is required by the Access Law, the Code or this Agreement or in the course of highway construction. When closure, modification, or relocation of a private access is required, the Agency(ies) having jurisdiction shall utilize appropriate legal process to effect such action.

4. Actions taken by any Agency with regard to transportation planning and traffic operations within the areas described in Exhibits A and B to this Agreement shall be in conformity with this Agreement

5. Parcels of real property created after the effective date of this Agreement which adjoin the Segment shall not be provided with direct access to the Segment unless the location, use and design thereof conform to the provisions of this Agreement.

6. This Agreement is based upon and is intended to be consistent with the Access Law and the Code as now or hereafter constituted, but no amendment to either the Access Law or the Code which becomes effective after the effective date of this Agreement and which conflicts irreconcilably with an express provision of this Agreement shall be binding on any Agency without the express written consent of such Agency.

Intergovernmental Agreement (Colorado DOT) continued

7. Agencies involved in or affected by any particular or site-specific undertaking provided for herein will cooperate with each other to agree upon a fair and equitable allocation of the costs associated therewith, but, notwithstanding any provision of this Agreement, no Agency shall be required to expend its public funds for such undertaking without the express prior approval of its governing body or director. All financial obligations of the Agencies hereunder shall be subject to annual appropriations as provided by law.

8. Should any one or more sections or provisions of this Agreement be judicially determined to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Agreement, the intention being that the various provisions hereof are severable.

9. This writing supersedes and controls all prior written and oral agreements and representations of the Agencies and constitutes the whole agreement between them with respect to the subject matter of this instrument. No additional or different oral representation, promise or agreement shall be binding on any Agency. This Agreement may be amended only in writing executed by all Agencies on express authorization from their respective governing bodies or director. The Agencies agree to confer every three years with respect to whether a necessity exists for amendment to the Agreement, or regarding the continuation hereof, or both. Notwithstanding the foregoing, however, this Agreement shall remain in force until terminated by written agreement of all of the agencies.

10. By signing this Agreement, the Agencies acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed, and that the persons signing for each Agency have been duly authorized by such Agency to do so.

11. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement .

12. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

Memorandum of Understanding

Between
Manitoba Transportation & Government Services and The Rural Municipality of Headingley
Regarding the PTH 1W Proposed Highway Upgrading and Access Management Plan

May 1, 2001

Manitoba

Preamble

Both Manitoba Transportation & Government Services (Manitoba) and the Rural Municipality of Headingley (Headingley) have recognized the importance of maintaining a safe Trans-Canada Highway (PTH 1W), while at the same time allowing further development of commercial establishments adjacent to this highway. With these objectives in mind Manitoba has agreed to the zoning of lands adjacent to PTH 1W in Headingley (between the City of Winnipeg boundary and Bobichi Street) as highway commercial provided a comprehensive access management plan is in place. The Access Management Plan is intended to protect the integrity of the highway and provide for future upgrading to a multi-lane divided facility. This Memorandum of Understanding represents a formal agreement between Headingley and Manitoba with respect to the establishment of such an access management plan.

Access Management Plan

The ***PTH 1W, Winnipeg to Headingley Proposed Highway Upgrading and Access Management Plan*** attached to this agreement as Schedule "A", forms the basis of the Memorandum of Understanding.

Manitoba has, in close consultation with Headingley, developed this plan for the future upgrading of the existing four-lane undivided highway to a multi-lane divided highway with a raised median and service roads as a means of providing property access. Manitoba has determined that, by providing a limited number of strategically placed intersections and by controlling access, the existing highway can be upgraded to safely accommodate both highway traffic and development-generated traffic for a period of time. These improvements will protect Manitoba's investment in the existing infrastructure and defer the need for a bypass and at the same time allow Headingley to encourage commercial growth.

The requirements of the Access Management Plan are illustrated in Schedule "A" and can be summarized as follows:

1. The plan provides for the upgrading of PTH 1W to a multi-lane divided highway with a raised centre median.

2. All-directional municipal road connections to PTH 1W will be limited to strategic intersections as shown on Schedule "A". No additional municipal road connections will be provided in the future.

3. Except as noted below, the long-term intent of the plan is to provide all property access via service roads or inter-connecting municipal roads.

Memorandum of Understanding (Manitoba) continued

4. The following criteria will be used for providing access to existing commercial property adjacent to the highway:

   a) Subject to items 2 & 3 above, where it can be reasonably provided existing commercial developments will be given access to an all-directional intersection although this access may be via a service road in some cases.
   b) Subject to item 4c, existing commercial developments will be permitted one right in / right out access with PTH 1W
   c) Where an existing commercial development is adjacent to, or in proximity to, an all-directional intersection the provision for a right in / right out highway access will be waived.
   d) For the purpose of this agreement, an existing commercial development is defined as a commercial development that was operating at the time of the public open house held on April 15, 1997.

5. New commercial developments occurring prior to the highway upgrading will ultimately be provided access via internal road systems or service roads connecting with the strategic intersections as per item 3 above. In the interim, these developments may be permitted temporary direct access to PTH 1W via an existing or relocated access, subject to the requirement that no additional access points be added to PTH 1W.

6. Commercial developments occurring after the completion of the highway upgrading will not be permitted direct access to PTH 1W. Access for these developments must be via internal road systems or service roads connecting with the previously noted strategic intersections.

7. When an existing commercial development undergoes significant redevelopment (i.e. redevelopment sufficient to allow for the construction of an internal road system or service roads) the previously allowed right in / right out access will be eliminated and access will be provided via internal road systems or service roads.

8. Through the urban area of Headingley, which generally lies between Bridge Road and Bobichie Street, service roads will not be provided. In this area municipal connecting roads will be constructed where required to provide access to strategic intersections

9. The access management plan provides for two temporary median openings, one serving Walt's Trailer Sales Ltd. / McDiarmid Lumber / Mobile Home Sales and the other serving the Cineplex Odeon Drive Inn. These median openings will be phased out with the redevelopment of these properties when an internal road system or service road can be constructed to provide access to a strategic intersection.

Implementation

Ownership of Right-of-way

The proposed right-of-way limits for both the highway widening component and the service road component of the upgraded PTH 1W are shown on the **PTH 1W Headingley to Perimeter Highway Functional Design Study** drawings prepared by the Planning & Design Branch of Manitoba Transportation & Government Services.

Memorandum of Understanding (Manitoba) continued

The intent of this agreement is that Manitoba will own the right-of-way necessary for the highway widening while Headingley will own the right-of-way for the service roads. Manitoba will declare the highway-widening component of the right-of-way as part of PTH 1W following construction. The service roads will remain under the jurisdiction of the Rural Municipality of Headingley.

Acquisition of Right-of-way & Construction of Service Roads

The procedures to be followed in acquiring the right-of-way and constructing the service roads will vary depending on when the acquisition occurs (i.e. prior to the highway upgrading, during the highway upgrading, or after the highway upgrading), as outlined below.

Prior to Highway Upgrading

Acquisition of Right-of-way

Prior to upgrading the highway, Headingley will endeavor to acquire the land required for the service road construction as opportunities arise through the re-zoning and subdivision application processes. Headingley will also acquire the land required for the highway widening during the re-zoning application process and Manitoba will then purchase this land from Headingley. During the subdivision application process, Manitoba will acquire the land required for highway widening directly from the applicant. In all cases, the means of acquisition will be consistent with the overriding principle that affected landowners are treated fairly and receive estimated market value for the Provincial Highway right-of-way component. The specific procedures to be followed in acquiring the right-of-way prior to highway upgrading are outlined below.

- Re-zoning Applications

  Rezoning applications to Headingley will be handled in the following manner:

  1. Manitoba will identify both the highway and service road right-of-way requirements each time a re-zoning application is reviewed.

  2. Headingley will enter into a re-zoning agreement which will require the applicant to provide the land required for the service road in lieu of the requirement to construct the service road as provided for under Section 49(1)(g) of The Planning Act.

  3. Headingley will negotiate a separate offer to purchase the highway widening component of the right-of-way at estimated market value. To ensure estimated market values are determined on a consistent basis, Land Management Services will be engaged by Headingley to conduct the necessary appraisals. Manitoba will pay the cost of these appraisals.

  4. Headingley will register a Certificate Plan of Public Road based on the purchase agreement, pursuant to provisions of The Municipal Act and The Expropriation Acts.

  5. Manitoba will initiate the purchase of the highway-widening component of the right-of-way from Headingley upon receipt of documentation from the RM showing that the land acquisition has taken place. The purchase price will include the estimated market value Headingley paid for the land plus the cost of having the Plan of Public Road prepared and registered.

Memorandum of Understanding (Manitoba) continued

- Subdivision Applications

  Subdivision applications to Headingley will be handled in the following manner:

  1. Manitoba will identify both the highway and service road right-of-way requirements each time a subdivision application is reviewed.

  2. Headingley will require the dedication of only those lands needed for the service road component of the right-of-way.

  3. Manitoba will purchase the highway-widening component of the right-of-way at estimated market value if a mutual agreement can be negotiated with the applicant.

  4. If a mutual agreement with the applicant can be negotiated in a timely manner, the applicants survey should show both the land to be dedicated for the service road component and the land to be purchased by Manitoba for the highway widening component as Public Road on the Plan of Subdivision.

Construction of Service Roads

In general, it is Manitoba's intent to construct the service roads at the time of highway upgrading. However, when a section of service road right-of-way has been acquired prior to highway upgrading and development is imminent, Manitoba will consider constructing the service road required to access that development in advance, depending on government funding and priorities. If government funding and priorities do not permit Manitoba to construct the service road in advance, Headingley or the developer may elect to construct the service road at their own cost.

At the Time of Highway Upgrading

Acquisition of Right-of-way

As a first step to undertaking the highway upgrading, Manitoba will acquire the balance of the right-of-way required for the project. This will include all the right-of-way required to construct the highway widening component of the project and the right-of way required to construct service roads needed to access properties which have had their individual access eliminated as a result of the upgrading. Following construction, Manitoba will declare only the highway widening component as Provincial Trunk Highway, allowing the service road to remain under municipal control.

Construction of Service Roads

Manitoba will be responsible for construction of service roads at the time of highway upgrading. Specifically, at the time of highway upgrading, Manitoba will construct any service roads needed to access properties that have had their individual access eliminated as a result of the upgrading.

Memorandum of Understanding (Manitoba) continued,

After Highway Upgrading

Acquisition of Right-of-way

As noted in point 6 of the access management plan, commercial developments occurring after completion of the highway upgrading will not be permitted direct access to PTH 1W. Access for these developments must be via internal road systems or service roads connecting with the previously noted strategic intersections. The right-of-way required for these roads will be acquired by the Municipality.

Construction of Service Roads

The Municipality and/or the developer will be responsible for the construction of service roads or internal roads needed to connect to the strategic intersections after the completion of the highway upgrading.

Review Mechanism

Both parties to this Memorandum of Understanding will have an opportunity to periodically review its contents and suggest changes to the requirements and procedures contained herein. A formal review period of five (5) years is suggested to provide sufficient time to judge the effectiveness of the MOU. The implementation of any proposed changes emanating from the five-year review will be subject to the mutual agreement of both parties to this agreement.

Signatures

Signed in the presence of

Witness

For Manitoba Transportation & Government Services

Date: July 11/01

Witness

For the Rural Municipality of Headingley

Date: Dec 14/01

MEMORANDUM OF UNDERSTANDING (SOUTH DAKOTA DOT)

MEMORANDUM OF UNDERSTANDING
Intent to Conduct a Corridor Study

The **South Dakota Department of Transportation**, **Meade County, Pennington County**, and the **Rapid City MPO** agree through this instrument to conduct a study for the transportation corridor currently served by Interstate 90 and the state and local connecting roads near Piedmont and Black Hawk. The above mentioned parties, hereinafter known as the **State**, **Counties**, and the **MPO**, respectively, agree to cooperate in conducting and implementing the study with the **State** acting as administrator.

Need

The Piedmont-Black Hawk area is undergoing steady growth. This growth creates the need for expanded transportation facilities to serve new residents and businesses. Long range planning and more specific transportation plans are conducted by the **State**, **Counties**, and **MPO**. Corridor studies provide the analysis necessary for the preservation and enhancement of specific transportation corridors.

Corridor plans also provide a number of other public benefits. It :

- Preserves corridors for transportation improvements needed to support economic development,
- Saves public and private funds by preventing unnecessary disruption of new development from expanding transportation facilities,
- Protects the best transportation corridors for future projects and avoids environmental impacts,
- Promotes safety by reducing traffic conflicts and congestion caused by poor coordination between development and transportation, and
- Coordinates development planning and share information between state and local agencies and utilities.

The **State**, **Counties**, and **MPO** recognize the need to conduct corridor studies to capture these public benefits.

Means

The parties to this agreement will form a **Corridor Steering Committee** with other needed participants to perform the following tasks:

- Create a scope of services for the project,
- Provide technical advice to the project consultant,
- Receive public input
- Review study findings, and
- Make recommendations to public agencies based upon study findings.

Memorandum of Understanding (South Dakota DOT) continued

The study will be conducted within the framework established by federal law and administrative rules, state law, local ordinances, and established state and local plans. It will analyze alternatives for transportation service, based on the following factors and any other criteria deemed necessary.

- Ability to serve corridor transportation needs,
- Analysis of development needs and growth,
- Analysis of existing and future traffic conditions,
- Analysis of transportation safety,
- Analysis of preliminary environmental impacts,
- Analysis of property ownership and right-of-way feasibility,
- Analysis of project life costs and affordability,
- Analysis of available funding,
- Analysis of public comment.

The study will also:

- Provide a public involvement process,
- Provide a scope of design appropriate for the facilities and location,
- Propose appropriate strategies for corridor protection and acquisition,
- Present an implementation plan for all agencies, including enforcement of SDCL 11-3-12.1, access management, and other techniques.

The study will be administered by the **State** in cooperation with the **Counties** and the **MPO** and facilitated by the **Corridor Steering Committee**.

South Dakota Department of Transportation	Chair, MPO Policy Board
Chair, Meade County Commission	Chair, Pennington County Commission

CORRIDOR MASTER PLAN (IOWA DOT)

Staff Action: S-2004-0453

Corridor Master Plan
U.S. 6 Corridor
Dallas County, Iowa
Agreement No: 2003-16-085

This U.S. 6 Corridor Master Plan, hereinafter referred to as the "Plan, is entered into by and between the Iowa Department of Transportation, hereinafter referred to as the "DOT," the City of Clive, Iowa, hereinafter referred to as "Clive," the City of Urbandale, Iowa, hereinafter referred to as "Urbandale" and the City of Waukee, Iowa, hereinafter referred to as "Waukee.

WHEREAS, the purpose of this plan is to define parameters for transportation management, access management, land use and development characteristics along the U.S. 6 highway corridor within the limits defined. The designated corridor extends from Interstate 35/80 (I-35/80) on the east extending westerly to the west corporation limits of Waukee.

WHEREAS, it is not the purpose of this Plan to identify specific projects, rather, its purpose is to establish guidelines which shall promote safe and efficient traffic flow and which shall enhance and sustain economic development along the corridor. The Cities shall be able to use this Plan as a tool for managing economic development along U.S. 6.

NOW, THEREFORE, IT IS AGREED as follows:

The general standard for management of the U.S. 6 Corridor are as follow:

A. **PLANNING**

Future fully directional access to U.S. 6 shall be limited to public road connections at ¼ mile spacing (see Exhibit "A" attached). Other direct accesses to U.S. 6 may be authorized as right in right out only. All other access shall be provided from other public roads. Remaining U.S. 6 frontage shall be access controlled.

Access connections along U.S. 6 may be required to have appropriate acceleration and deceleration lanes, tapers and other appropriate geometric features to insure that the impacts of the adjoining development are fully mitigated. Fully directional access connections may also include appropriate left turn storage where necessary.

Access road concepts shall be initiated in the platting stage of each industrial/retail development activity. Access roads which are constructed shall be offset from the U.S. 6 centerline.

All traffic signal construction, within the defined corridor, must conform to 800 meter (½ mile) spacing requirements as shown on Exhibit "A" attached.

Corridor Master Plan (Iowa DOT) continued

OPERATIONS

Existing access connections may be required to have appropriate acceleration and deceleration lanes, tapers and other appropriate geometric features to insure that the impacts of the adjoining development to U.S. 6 are fully mitigated. Fully directional access connections may also include appropriate left turn storage where necessary.

Additional access control may be obtained where necessary.

The general parameters for implementation of the U.S. 6 Corridor Master Plan.

It is understood that this Plan may be appended, amended or vacated by the written agreement of all signatory parties.

It is further understood that this Agreement and all contracts entered into under the provisions of this Agreement are binding upon the DOT and the Cities as defined herein.

The Cities agree to adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Plan.

The DOT and the Cities, as defined herein, will meet on an annual basis to review and evaluate this Plan. The DOT will coordinate this meeting by determining the date and location along with gathering input from the Cities for preparation of the agenda.

No third parties beneficiaries, are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms of provisions of this Agreement.

Corridor Master Plan (Iowa DOT) continued

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2003-16-085 as of the date shown opposite its signature below:

CITY OF URBANDALE:

By: _____ Date October 28, 2003.
Title: Mayor

I, Debra Mains, certify that I am the Clerk of the CITY, and that Brad Tuin, who signed said Agreement for and on behalf of the CITY was duly authorized to execute the same on the 28th day of October, 2003.

Signed Debra Mains.
City Clerk of Urbandale, Iowa.

Corridor Master Plan (Iowa DOT) continued

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2003-16-085 as of the date shown opposite its signature below:

CITY OF CLIVE:

By: Les Cashum Date October 2, 2003.
Title: Mayor

I, Pamela Shannon, certify that I am the Clerk of the CITY, and that Les Cashum, who signed said Agreement for and on behalf of the CITY was duly authorized to execute the same on the 2nd day of October, 2003.

Signed Pamela L. Shannon
City Clerk of Clive, Iowa.

Corridor Master Plan (Iowa DOT) continued

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2003-16-085 as of the date shown opposite its signature below:

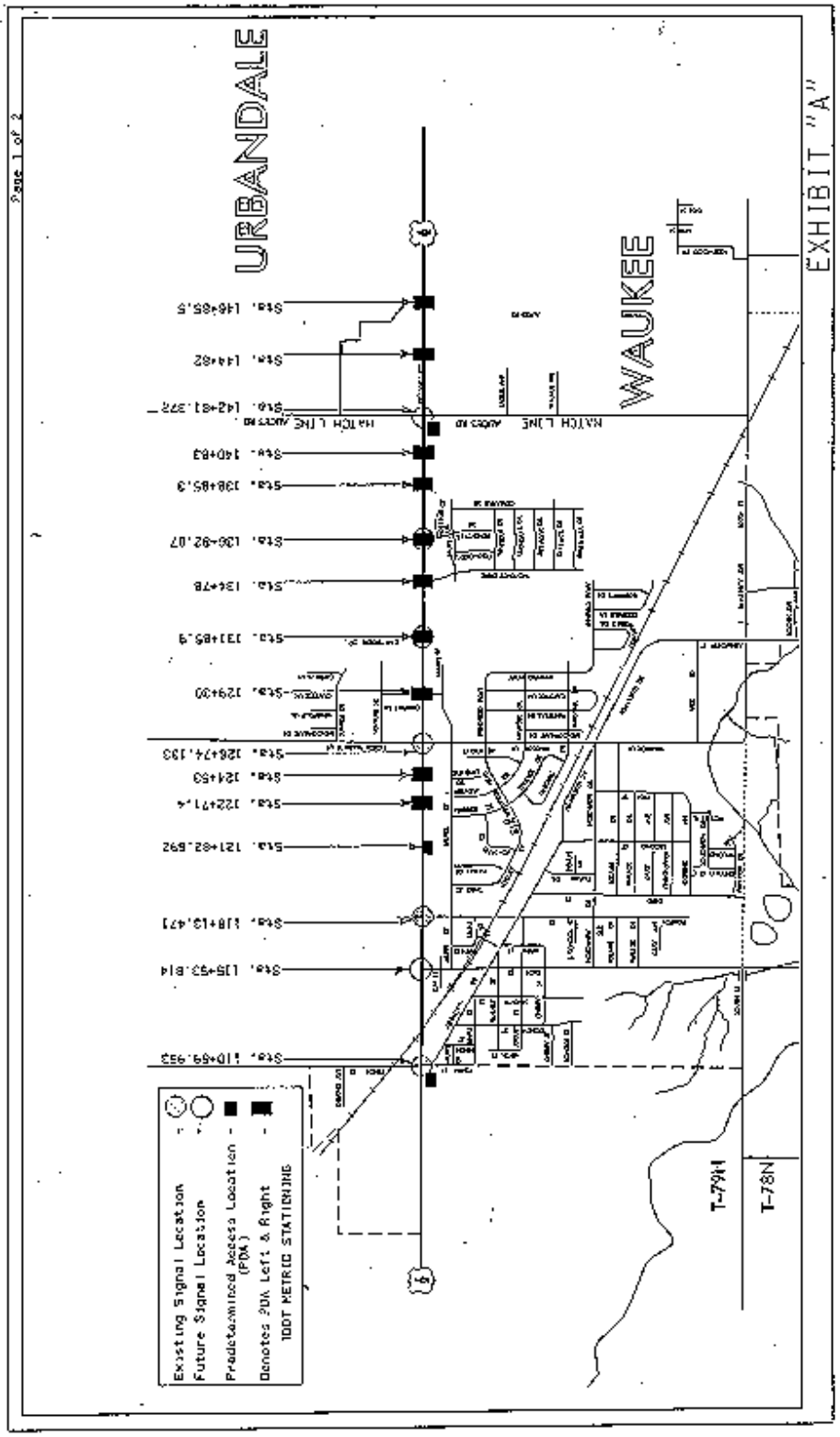
CITY OF WAUKEE:

By: Tony Oberman Date 11/5/03, 200___.
Title: Mayor

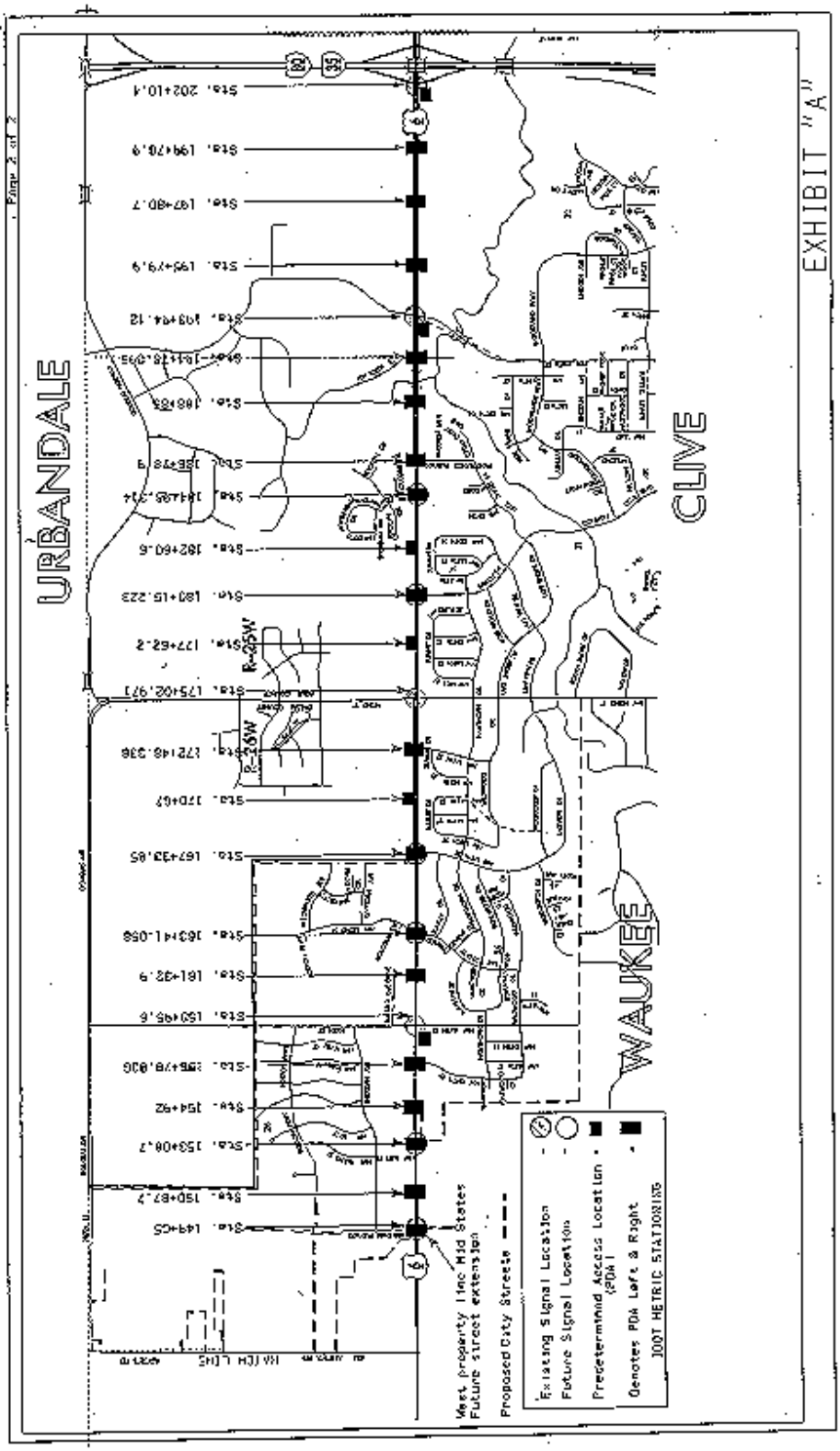
I, MARK J. ARENTSEN, certify that I am the Clerk of the CITY, and that TONY OBERMAN, who signed said Agreement for and on behalf of the CITY was duly authorized to execute the same on the 3rd day of NOVEMBER, 2003.

Signed Marilyn Arentsen
City Clerk of Waukee, Iowa.

Corridor Master Plan (Iowa DOT) continued



Corridor Master Plan (Iowa DOT) continued



"STATE ROAD 7 PARTNERSHIP"

I. Purpose

The Purpose of this Partnership is to provide a framework to support the signatory agencies, organizations and governments, within Broward, Miami-Dade, and Palm Beach Counties to work collaboratively in order to facilitate the aesthetic and economic revitalization of the State Road 7/U.S. 441 corridor. This document is not intended to be a contract. It is recognized that party has different interests, priorities, and responsibilities. However, this document shall signify the cooperative intent of the parties.

II. Agreement

WHEREAS, the signatory agencies, organizations and governments that execute this agreement will be collectively referred to as signatories; and,

WHEREAS, jurisdictions along the State Road 7/U.S. 441 corridor have expressed their desire to enter into and participate in a cooperative undertaking to further facilitate ongoing areawide comprehensive, functional and best-planning practice activities along the State Road 7/U.S. 441 corridor; and,

WHEREAS, the State Road 7/U.S. 441 corridor is a heavily traveled corridor extending from Palm Beach County in the north, through Broward County, to Miami-Dade County in the south; and,

WHEREAS, each of the signatories to this agreement bears responsibility for or has involvement in some aspect of redevelopment activities along the State Road 7/U.S. 441 corridor; and,

WHEREAS, each of the signatories to this agreement understands that revitalization of the State Road 7/U.S. 441 corridor will generate social, economic, and environmental benefits to the region; and,

WHEREAS, there is a need to address current land use/transportation issues along the State Road 7/U.S. 441 corridor and increase effective intergovernmental cooperation; and,

WHEREAS, the participation and involvement of area local governments, stakeholders, and agencies is critical to the future regional mobility, enhanced quality of life for area residents, and effective extrajurisdictional coordination of impacts; and,

WHEREAS, the problems of growth and development often transcend the boundaries of individual units of local general-purpose government, and often no single unit can formulate plans or implement policies for their solution without affecting other units in their geographic area; and,

State Road 7 Partnership (Florida) (continued)

WHEREAS, the regional planning council is recognized as Florida's only multipurpose regional entity that is in a position to plan for and coordinate intergovernmental solutions to growth-related problems on greater-than-local issues, provide technical assistance to local governments, and meet other needs of the communities in each region; and,

WHEREAS, there is a need for the South Florida Regional Planning Council (SFRPC) to assist local governments to resolve their common problems, engage in areawide comprehensive and functional planning, administer certain federal and state grants-in-aid, and provide a regional focus in regard to multiple programs undertaken on an areawide basis; and,

WHEREAS, the SFRPC shall assist local governments with activities designed to promote and facilitate economic development in the geographic area covered by the council; and,

WHEREAS, it is the intent of this agreement to facilitate community involvement in the planning of future transportation alternatives to support local development opportunities, promote residential infill, further employment opportunities, reduce urban sprawl pressures, foster increased intergovernmental coordination, and coordinate supporting infrastructure improvements; and,

WHEREAS, this agreement shall serve as a commitment of cooperation, realizing the mutual benefit to be derived from a close working relationship and shall be reviewed and amended as necessary; and,

WHEREAS, it is not the intent of this agreement to specify all areas that can or should be effectively coordinated.

WHEREAS, each of the signatories to this agreement is committed to the following guiding principles related to revitalization of the State Road 7/U.S. 441 corridor:

- Coordinating the implementation of existing statutes, ordinances, regulations, applicable programs, and other efforts that will assist with local revitalization measures and maximize their efficiency and effectiveness and thereby reduce the need for state review of amendments to local government comprehensive plans;

- Approaching revitalization of State Road 7/U.S. 441 corridor in the context of broader economic development, neighborhood development, and urban revitalization efforts;

- Recognizing that the economic development, efficient and practical transportation systems, and community land use at appropriate densities and intensities are linked and should be thoughtfully planned;

- Providing a good quality of life for citizens working or living adjacent to the State Road 7/U.S. 441 corridor includes the need to provide adequate infrastructure and facilities to support the development of livable communities; and,

- Collectively implementing participatory solutions involving residents and businesses of the State Road 7/U.S. 441 corridor;

State Road 7 Partnership (Florida) (continued)

NOW, THEREFORE, this agreement is established to create a framework for coordinating efforts and extrajurisdictional impacts relating to the revitalization of the State Road 7/U.S. 441 corridor.

Focus of Cooperative Activities

The signatories to this agreement share mutual interest in the following issues and will use this agreement to expand their cooperation to:

1. Establish a State Road 7/U.S. 441 Partnership Committee. This shall be a committee which will issue recommendations to the Signatories concerning State Road?/U.S. 441 matters and concerns. The Policy Committee will be subject to the Public Records and Sunshine Laws of Florida.
2. Complete a Strategic Plan identifying and describing tasks to be undertaken by the Partnership within the first year of this agreement taking effect, and to complete subsequent workplans for future periods, as appropriate, for the life of this agreement.
3. Complete an inventory of existing planning and implementation efforts along the State Road 7/U.S. 441 Corridor. The results of this inventory will provide a basis to coordinate consistency between efforts and identify strategies for their successful implementation.
4. Undertake an Initiative to create a collective vision for the urban design of the State Road 7/U.S. 441 corridor that shall apply in each jurisdiction to the extent that each jurisdiction chooses. The purpose is to create a sense of place, and promote pedestrian-oriented safe neighbor-hoods and town centers without compromising the individual community identity.
5. Undertake a review of local comprehensive plans, land development regulations, and capital improvement programs to help ensure that these instruments will move the community toward its vision.
6. Cooperate to submit competitive applications for enhanced State, Federal or other grant funding and assistance to support the activities of the State Road 7/U.S. 441 Partnership.
7. Work together in support of comprehensive and inclusive sustainable development practices throughout the State Road 7/U.S. 441 corridor.
8. Coordinate with the SFRPC and other SR 7/U.S. 441 Partnership signatory entities in the development and implementation of local planning and implementation activities.
9. Collaborate with and encourage the coordination of current projects and planning efforts along the corridor including, but not limited to, Transportation and Transit, Land Use, Economic Development, Aesthetics, Intergovernmental Coordination, and Plan Implementation.
10. Cultivate a link between redevelopment, access and expansion of public transit systems and include enhancing the accessibility of the finished project by multiple transportation modes.
11. Support redevelopment activities that are consistent with such urban infill and redevelopment principles, such as infill development at appropriate densities and intensities, good urban design, pedestrian and transit oriented design, crime prevention through design, urban greenways and public open spaces, mixed use, and mixed income development.
12. Actively seek the involvement of the wide range and diversity of stakeholders in public participation in the planning and implementation of specific projects.

State Road 7 Partnership (Florida) (continued)

III. Programming, Budgeting, Funding and Reimbursement

1. This agreement is neither a fiscal nor a funding obligation. Any transfer of funds between signatories may take place through applicable laws, agreements, existing authorities and procedures.

2. Nothing in this agreement shall obligate the signatories to expend appropriations, obligate funds or enter into any contract or agreement.

IV. Signatures

Each member of the Partnership has signed this document. An original, with the signature pages, is on file at the South Florida Regional Planning Council.

IN WITNESS WHEREOF: By my signature below, _____ becomes
(organization/ agency name)
a signatory to the State Road 7/U.S. 441 Partnership.

_____ Date
(Signature)

_____
Typed Name and Title

_____
Organization/ Agency

APPENDIX C

Sample Public–Private Agreements

MEMORANDUM OF AGREEMENT FOR UTILITY PLACEMENT (ALBERTA, CANADA)

MEMORANDUM OF AGREEMENT

FOR PLACEMENT OF
TELECOMMUNICATION INSTALLATIONS
IN PRIMARY HIGHWAY RIGHTS-OF-WAY
IN THE NORTH CENTRAL REGION
HIGHWAY 16, HIGHWAY 31, AND HIGHWAY 37

BETWEEN

ALBERTA TRANSPORTATION

- and -

TELECOM COMPANY NAME

Memorandum of Agreement (Alberta) continued

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA
as represented by the Minister of Alberta Transportation
(hereinafter called "the Minister")

OF THE FIRST PART

- and -

TELECOM COMPANY NAME
a body corporate and public utility registered
to carry on business in the Province of Alberta
(hereinafter called "the Operator")

OF THE SECOND PART

WHEREAS all primary highways in the Province of Alberta are subject to the direction, control and management of the Minister of Transportation pursuant to the Public Highways Development Act;

AND WHEREAS Highways 16, 31, and 37 in the Province of Alberta are designated as primary highways;

AND WHEREAS the Operator is a corporation which operates telecommunication facilities in the Province of Alberta pursuant to the Telecommunications Act, Chapter 38 of the Statutes of Canada;

AND WHEREAS the Operator requires the Minister's consent to construct a telecommunication cable on, across, over or under a highway, and the Operator desires to place a fibre-optic telecommunication cable in the Highway 16, 31, and 37 rights-of-way, along the routing as shown in Appendix "A."

Memorandum of Agreement (Alberta) continued

NOW THEREFORE this agreement witnesses that in consideration of the premises, covenants and agreements contained herein, the parties agree as follows:

1. The Minister approves the Operator's use of the highway rights-of-way to lay, construct, maintain, inspect and operate the fibre-optic telecommunication cable (hereinafter called "cable") under and along the highway rights-of-way, subject to conditions and provisions of this agreement.

2. The Operator shall, before commencing any work in the highway right-of-way related to cable placement, alteration, and/or maintenance, obtain the Minister's approval of an engineering plan outlining details of the work intended in the highway right-of-way.

   No Minister's approval will be required in case of maintenance of marker signs and surface cable splice points.

   In case of cable breakage or other emergency, the Operator may proceed to attend such repairs, but shall notify the Minister of such an emergency and remedial work, as soon as is reasonably practical.

3. The cable shall be placed in such a fashion so as not to interfere with the operation, maintenance, and where practical, the future upgrading of the highway facility.

4. All work inside the highway right-of-way shall conform to current standards and regulations, and be carried out in such a manner so as not to endanger public safety.

5. The Operator shall indemnify and hold harmless the Minister, his employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly from the performance or purported performance of the agreement by the Operator.

6. The Operator shall be responsible for all costs of any damages to the highway resulting from cable placement, maintenance and operation.

7. The presence of the cable within the highway right-of-way shall, under no circumstances, increase the Minister's costs for highway operation, construction or maintenance, and if so, the added cost shall be borne by the Operator.

Memorandum of Agreement (Alberta) continued

8. If at any time, after the commencement of this agreement, the Minister introduces any type of fee or charge that is enabled by legislation and applicable to the telecommunication cables within primary highway rights-of-way, this cable installation shall be subject to the fee or charge, as determined by the Minister.

9. The Operator agrees to relocate the cable within the highway right-of-way to a location approved by the Minister, if and when required for highway or highway-related work approved by the Minister. The Operator shall be solely responsible for all such cable modification and/or relocation costs.

10. The Operator places its cable on the right-of-way entirely at its own risk, and the Minister, his representative or agent, shall not be responsible or liable in any way to the Operator, its contractors, agents or its customers for any damage or loss to the cable.

11. In the event highway or highway-related work authorized by the Minister involves a ground disturbance within five metres of the cable location, except in an emergency, the Minister or authorized representative or agent shall give forty-eight hours notice (weekends and statutory holidays excluded) to the Operator, through Alberta First Call. The Operator shall, within forty-eight hours notice, mark or expose the cable. The cable shall then be hand exposed by the Operator before excavation machinery is used. The costs to maintain current membership in Alberta First Call, locate, mark and expose the cable shall be borne by the Operator.

12. The Operator shall restore the highway right-of-way, to the original or better condition, following any work done by the Operator, his representatives or contractors in the highway right-of-way.

13. The Operator shall be responsible for proper and adequate cable marking, as well as maintenance of the cable markers within the highway right-of-way.

14. Either party may, by notice in writing, appoint a representative to act on its behalf in matters pertaining to this agreement.

15. This agreement shall be binding upon the parties involved and their respective heirs, successors and assigns.

Memorandum of Agreement (Alberta) continued

16. The parties agree to give this Agreement a fair and reasonable interpretation and application, and when required, to negotiate with fairness and candour for any modifications or alterations thereof for the purpose of carrying out the intent of this Agreement and rectifying any omission in any of these provisions.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the

_____ day of _____ , A.D. 2003.

) HER MAJESTY THE QUEEN in Right of
) the Province of Alberta as represented by
)
)
)
)

_____
For the Minister of Alberta Transportation

)
)
)
)
)
)

_____
TELECOM COMPANY NAME

Agreement for Future Shared Access (Utah DOT)

AGREEMENT FOR FUTURE SHARED ACCESS FOR Ossine Shoes and Gifts
7576 South (SR-68) Redwood Rd

This is an Agreement between the Utah Department of Transportation, hereinafter referred to as UDOT; and Kun Cha & Hyok Hwan O and their successors and assigns.

1. PREMISE Kun Cha & Hyok Hwan O owns the real property, as described in "Exhibit A", hereinafter referred to as Ossine Shoes & Gifts. The property located adjacent to and directly to the South of Ossine Shoes & Gifts as shown in "Exhibit B" is known hereafter as "Property B": Kun Cha & Hyok Hwan O has requested access to SR-68 (Redwood Road for Ossine Shoes & Gifts. "Property B" does not currently have intentions to construct or to reconstruct access to "Property B", but may desire to do so in the future.

2. AGREEMENT. In consideration of the mutual covenants contained herein, and other good and valuable considerations, the parties agree as follows:

Kun Cha & Hyok Hwan O will be granted access to SR-68 for Ossine Shoes & Gifts as shown in the submitted site plans and attached hereto with the provision that when "Property B" is ready to develop or redevelop, Kun Cha & Hyok Hwan O and their successors and assigns will allow the construction or reconstruction of a common access to the properties.

(a) Easement. Kun Cha & Hyok Hwan O and Ossine Shoes & Gifts, their successors and assigns will provide for a driveway for the common use of the parties, their successors and assigns for driveway and access purposes. When said construction occurs, the parties will provide for the construction and maintenance of the driveway under separate agreement. Kun Cha & Hyok Hwan O and Ossine Shoes & Gifts hereby grants to "Property B", their successors and assigns, a perpetual nonexclusive easement for ingress and egress over the 25 feet of the Kun Cha & Hyok Hwan O and Ossine Shoes & Gifts Property, as shown in the plans attached and made a part hereof. The easements granted hereunder are created for the purpose of allowing ingress and egress to both properties from SR-68 (Redwood Road)..

(b) Relinquishment. When said common access is constructed, Kun Cha & Kyok Hwan O and Ossine Shoes & Gifts Property agrees to relinquish all prior rights of access to his/her respective properties.

(c) Obstructions. Kun Cha & Kyok Hwan O and Ossine Shoes & Gifts will keep the driveway clear of any and all obstructions and shall not allow any structures or sign to be placed so close to the driveway as to inhibit free ingress and egress from either property.

Agreement for Future Shared Access (Utah DOT) continued

Kun Cha & Kyok Hwan O and Ossine Shoes & Gifts shall not allow any vehicles to be parked on the driveway so as to obstruct access. The access is to be used for all purposes reasonably necessary for the full use of the properties.

(d) Permit. The access shall be subject to all restrictions specified by the Utah Department of Transportation Highway Encroachment Permit to be issued for the access.

3. DUPLICATE ORIGINALS. This agreement shall be executed in duplicate, each copy of which shall be deemed an original.

DATED this _____ of _____, 20____

_____ owner

_____ Mack Christensen
Operations Engineer

_____ Witnessed as to

_____ Alan Loiacono
Encroachment and Permits Officer

STATE OF UTAH
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this _____day of _____, 20____ by to me or who as produced _____ as identification, and who did (did not) take an oath.

_____
Notary Public in and for the
State last aforesaid.
My Commission Expires:

H:\WPFILES\AGREEMEN\Shared Agreements\Ossine Shoes & Gifts.wpd

Abbreviations used without definition in TRB Publications:

AASHO	American Association of State Highway Officials
AASHTO	American Association of State Highway and Transportation Officials
APTA	American Public Transportation Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
CTAA	Community Transportation Association of America
CTBSSP	Commercial Truck and Bus Safety Synthesis Program
FAA	Federal Aviation Administration
FHWA	Federal Highway Administration
FMCSA	Federal Motor Carrier Safety Administration
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
IEEE	Institute of Electrical and Electronics Engineers
ITE	Institute of Transportation Engineers
NCHRP	National Cooperative Highway Research Program
NCTRP	National Cooperative Transit Research and Development Program
NHTSA	National Highway Traffic Safety Administration
NTSB	National Transportation Safety Board
SAE	Society of Automotive Engineers
TCRP	Transit Cooperative Research Program
TRB	Transportation Research Board
U.S.DOT	United States Department of Transportation