

COOPERATIVE AGREEMENT
US-2, City of Sandpoint Development Agreement

PARTIES

THIS AGREEMENT is made and entered into this 26th day of March, 2015, by and between the **IDAHO TRANSPORTATION BOARD**, by and through its agency, the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the **STATE**, and the **CITY OF SANDPOINT**, hereafter called the **CITY**.

PURPOSE

The **STATE** is programming a project to reconfigure US-2 within downtown Sandpoint at the request of the **CITY**. The reconfigured US-2 will not meet the **STATE**'s typical design standards for design year, and as such will operate at a lower level of service earlier than desired. This agreement conveys the operation conditions of US-2 between Pine Street and Cedar Street as it relates to the conditions of the separate Road Relinquishment and Transfer of Ownership Agreement entered into by the parties.

AUTHORITY

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I That the **STATE** shall, subject to construction of a project:

1. Operate US-2 (5th Avenue) at a level of service (LOS) no lower than LOS "D" as defined by the Transportation Research Board, Highway Capacity Manual 2010.

SECTION II That the **CITY** shall:

1. Acknowledge that US-2 will operate at LOS "D" or greater and that the **STATE** will mitigate for deficient LOS by various means available such as changing the signal timing to favor US-2, turn restrictions to City side streets, etc. while coordinating to the extent possible with the **CITY**.
2. Accept down to LOS "F", if necessary, on **CITY** streets intersecting US-2 to protect and mitigate for deficient LOS by means that will not cause the US-2 LOS to decrease below LOS "D" and will be at the expense of the **CITY**.
3. Support the development and construction of a future expansion project, such as the potential future expansion identified in Exhibit A, when items in Section 1 of this agreement no longer meet compliance.
4. Incorporate this future project described in item 3 of this section, of US-2 into the City planning documents.

5. The CITY acknowledges that the minimum performance level that US-2 will be permitted to experience during the AM or PM peak hour is a LOS "D" as defined by the Transportation Research Board Highway Capacity Manual 2010. Priority shall always be given to the mainline US-2 traffic and delay will not be adjusted on US-2 to improve mobility on the side streets if the minimum peak hour performance level of service D is not being met on US-2 as outlined in the separate cooperative agreement.

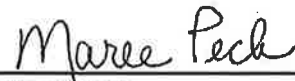
SECTION III All parties agree that:

In the event that approval for the project from the ITD Board is not granted, or that funding is not available for construction of the project, this agreement becomes void.

IDAHO TRANSPORTATION DEPARTMENT


for **BRIAN NESS**
Director

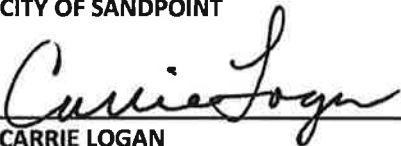
ATTEST:



MAREE PECK
City Clerk

(SEAL)

CITY OF SANDPOINT



CARRIE LOGAN
Mayor

By regular/~~special~~ meeting on:

February 11, 2015