

**COOPERATIVE AGREEMENT  
MADISON COUNTY AREA REGIONAL PLANNING  
PROJECT NO. A018(856)  
CITY OF REXBURG  
KEY NO. 18856**

**PARTIES**

This Agreement is made and entered into this 7<sup>th</sup> day of January, 2015, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF REXBURG, hereafter called the City. The City and the State have mutual interest in addressing certain deficiencies in the sidewalks along state highways within the City, and in planning for future investments through mutual forecasts of travel demand on those highways, best served through this Cooperative Agreement.

**PURPOSE**

The State has need to upgrade the existing pedestrian facilities associated with both state highways (S.H. 33 and U.S. 20) within the City, to forecast increasing congestion at the intersection of those two highways, and to align long range plans that coordinate transportation infrastructure improvements within Madison County. This agreement provides for funding certain activities by the City that will meet the State's needs through local projects, studies and plans.

Authority for this agreement is established by Section 40-317, Idaho Code.

The Parties agree as follows:

**SECTION I** That the State will:

1. Review and approve project submittals, including plans, specifications, proposals, and change orders for the construction of pedestrian improvements, conducting studies and forming plans.
2. Authorize the City to administer the work.
3. Process requests for re-imbursements of costs incurred by the City related to the following work:
  - a. Fifty percent of all costs related to the pedestrian improvements shown on City of Rexburg ADA Ramp Replacements (Exhibit 1) up to a maximum of Fifty Thousand Dollars (\$50,000);

- b. One Hundred percent of the costs associated with traffic modeling and congestion studies performed in support of the City of Rexburg & Madison County Transportation Study and Master Plan update (Exhibit 2), up to a maximum of Two Hundred Thousand Dollars (\$200,000).

**SECTION II** That the City will:

1. Provide opportunity to the State to approve the design of upgrades to the pedestrian facilities prior to the beginning development of those projects.
2. Provide for the design of and award contracts for construction of said improvements.
3. Submit all plans, specifications, proposals, and any change orders to the State for information.
4. Acquire permits from the State for all work by local contractors within the State's Right of Way.
5. Following completion of the work, submit an itemized statement to the State requesting reimbursement as outlined in Section I.
6. Negotiate with the State to update the City-State Memorandum of Understanding (MOU) for Maintenance of State Facilities.
7. Maintain the improved pedestrian facilities in accordance with that MOU.
8. Update the City of Rexburg & Madison County Transportation Study and Master Plan, and submit an itemized statement to the State requesting reimbursement as outlined in Section I, paragraph b.
9. Oversee expenditures in the Envision Madison long range community planning process, and then submit a statement to the State requesting reimbursement as outlined in Section I, paragraph b.
10. Incorporate the City of Rexburg & Madison County Transportation Study and Master Plan update and the Envision Madison long range community planning process into their transportation and capital investment plans.
11. Indemnify, save harmless, and defend, regardless of outcome the State from expenses of, and against suits, actions, claims, or losses of every kind, nature, and description, including costs, expenses, and attorney fees that may be incurred by reason of any negligence of the City in performing the work of this agreement.

**SECTION III** General:

1. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement
2. This Agreement shall become effective on the first date mentioned above, and shall remain in full force and effect until amended or replaced upon the mutual consent of the State and the City.

**EXECUTION**

This Agreement is executed for the State by its District Engineer, and executed for the City by the Mayor, attested to by the City Clerk, with the corporate seal of the City of Rexburg.

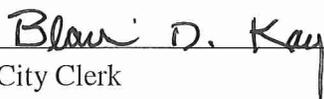
**IDAHO TRANSPORTATION DEPARTMENT**

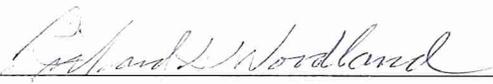
APPROVED BY:

  
\_\_\_\_\_  
District Engineer

ATTEST:

**CITY OF REXBURG**

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Mayor

By regular/special meeting  
on 1-7-15.

hm:18856 Coop.docx



CITY OF  
**REXBURG**  
*America's Family Community*

**Resolution 2015 - 01**

WHEREAS, the Idaho Transportation Department, hereafter called the STATE, has submitted an agreement stating obligations of the STATE and the CITY OF REXBURG, hereafter called the CITY, to provide funding to the City for certain infrastructure and planning expenditures, and

WHEREAS, the STATE is responsible for obtaining compliance with laws, standards, and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

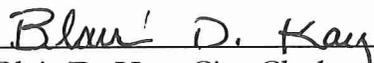
WHEREAS, the parties have agreed to participate in the costs of such improvements as outlined in this Cooperative Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. That the agreement is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the CITY.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

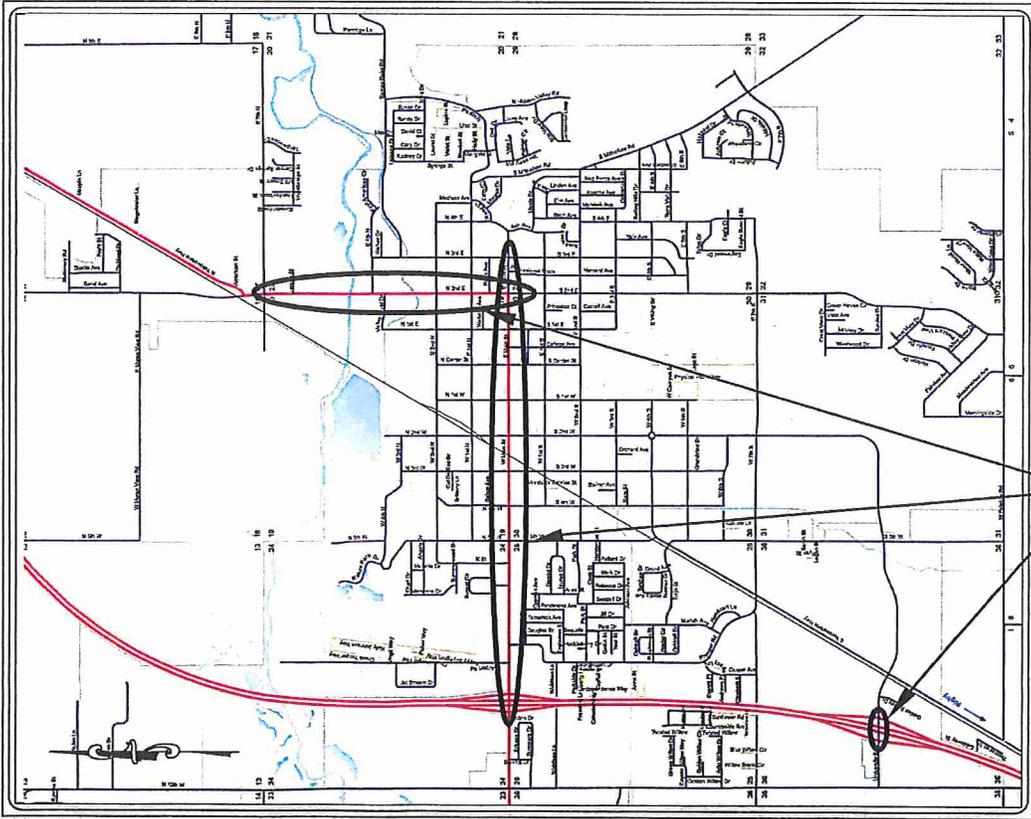
**CERTIFICATION**

I hereby certify that the above is a true copy of the Resolution passed at a regular, duly called meeting of the City Council of Rexburg, held on January 07, 2015.

  
\_\_\_\_\_  
Blair D. Kay, City Clerk

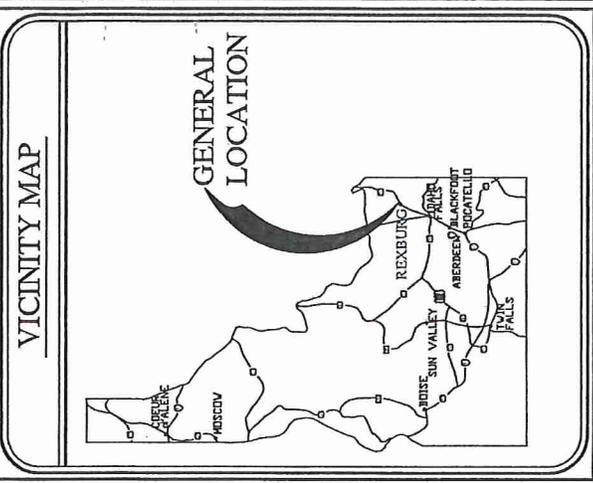
(Seal)

# CITY OF REXBURG



PROJECT LOCATIONS

- SHEET INDEX**
- ① SHEET INDEX & VICINITY MAP
  - ② ADA RAMP OVERVIEWS
  - ③ ADA RAMP OVERVIEWS
  - ④ ADA RAMP OVERVIEWS
  - ⑤ ADA OVERVIEWS/ SIDEWALK DETAIL
  - ⑥ STANDARD DETAIL



**CITY OF REXBURG**  
**ADA RAMP REPLACEMENT**  
 2014  
 PROJECT NO. STR-XX-15

**EXHIBIT 1**  
**COOPERATIVE AGREEMENT**  
**MADISON COUNTY AREA REGIONAL PLAN**  
**PROJECT A018(856)**

Firm Name and Address



**CITY OF REXBURG**  
 American's Family Community

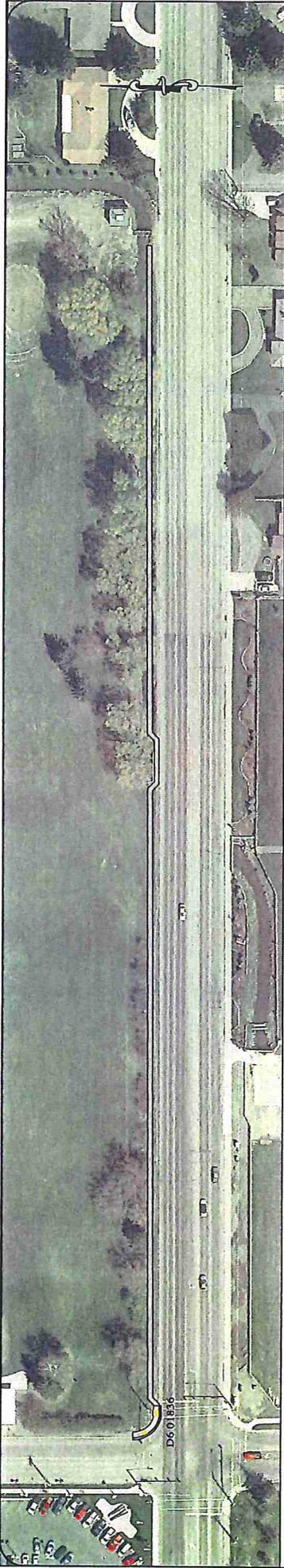
Project Name and Address

CITY OF REXBURG  
 ADA RAMP REPLACEMENT

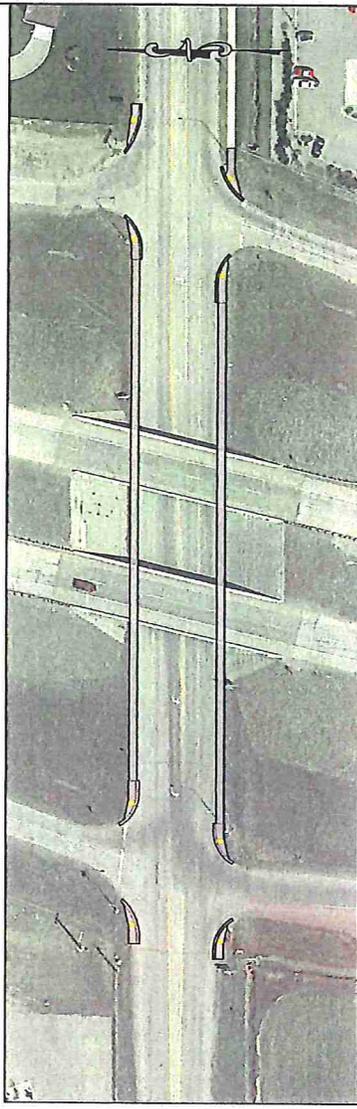
Description

SHEET INDEX & AREA MAP

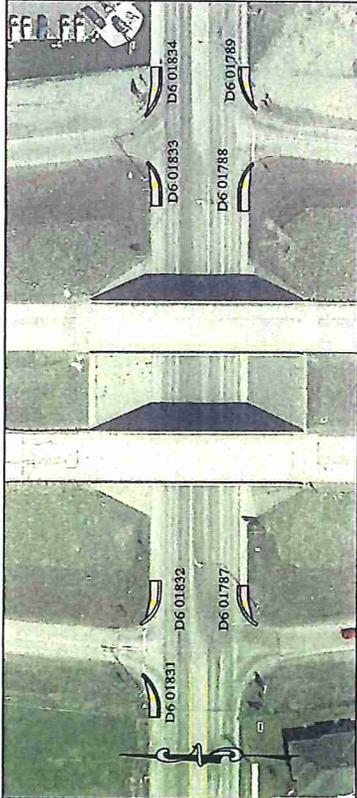
Date	Sheet
12/03/14	1
Plot Scale	Scale
1" = 1"	NO SCALE



MAIN STREET GOLF COURSE SIDEWALK  
SCALE: 1:50



HWY 20 SOUTH INTERCHANGE  
SCALE: 1:50



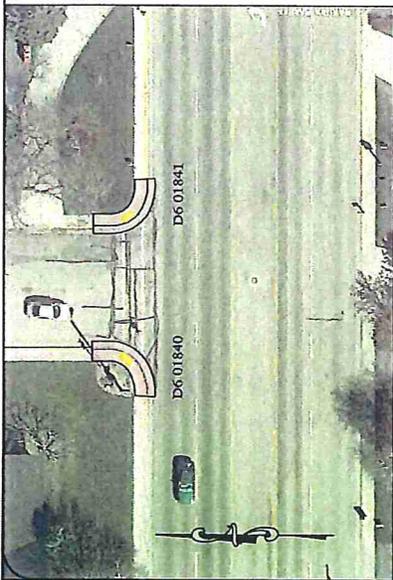
HWY 20/ HWY 33 INTERCHANGE  
SCALE: 1:50

City Name and Address  
**CITY OF REXBURG**  
*America's Family Community*



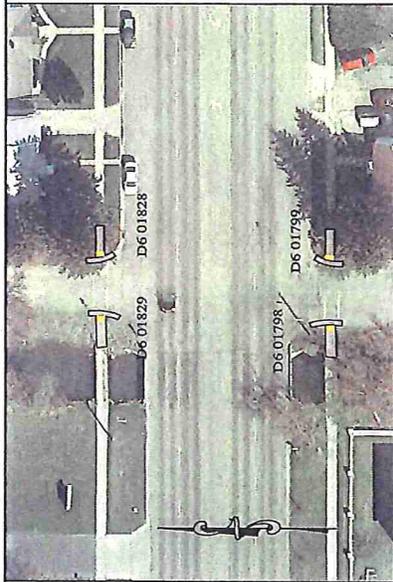
Project Name and Address  
**CITY OF REXBURG  
 ADA RAMP LOCATIONS**

Description	
OVER VIEWS	Sheet
12/03/14	Date
1:2	Scale
AS NOTED	AS NOTED
	2



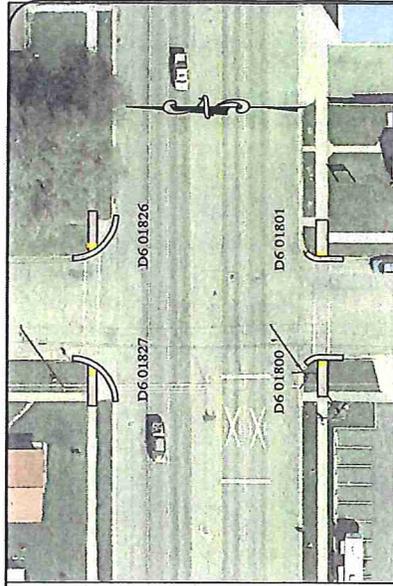
**MAIN ST. / K ST.**

SCALE: 1:20



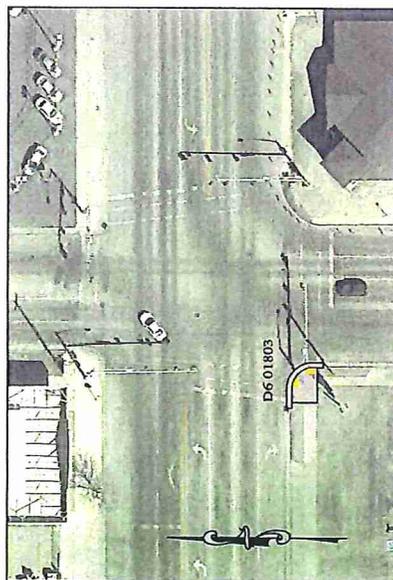
**MAIN ST. / 4TH W.**

SCALE: 1:30



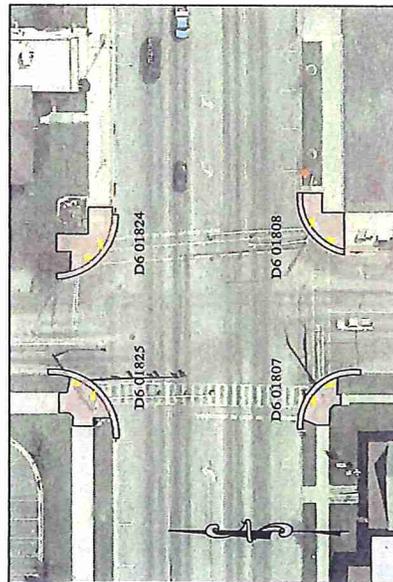
**MAIN ST. / 3RD W.**

SCALE: 1:30



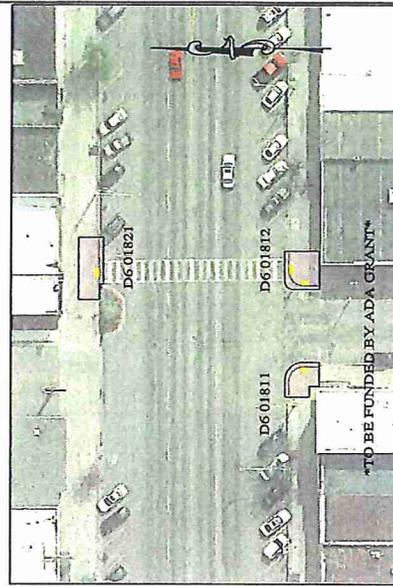
**MAIN ST. / 2ND W.**

SCALE: 1:30



**MAIN ST. / 1ST W.**

SCALE: 1:30



**MAIN ST. / COLLEGE AVE.**

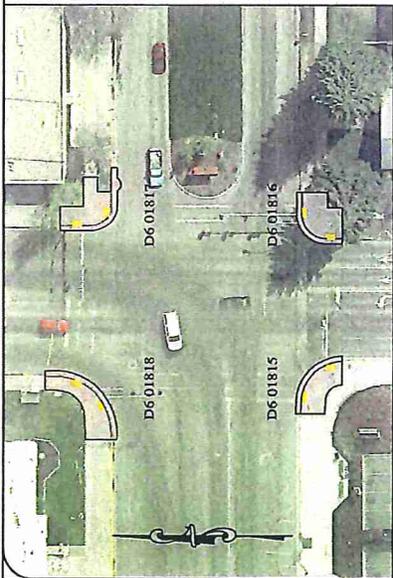
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Firm Name and Address  
**CITY OF REXBURG**  
 America's Family Community

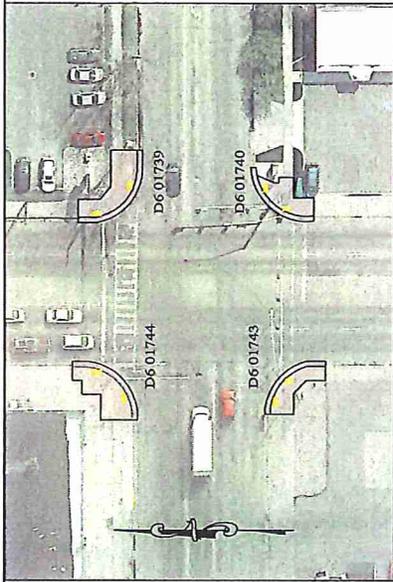
Project Name and Address  
 CITY OF REXBURG  
 ADA RAMP LOCATIONS

Description	
OVERVIEWS	Sheet
Date	12/03/14
File Scale	Scale
1:2	AS NOTED
3	



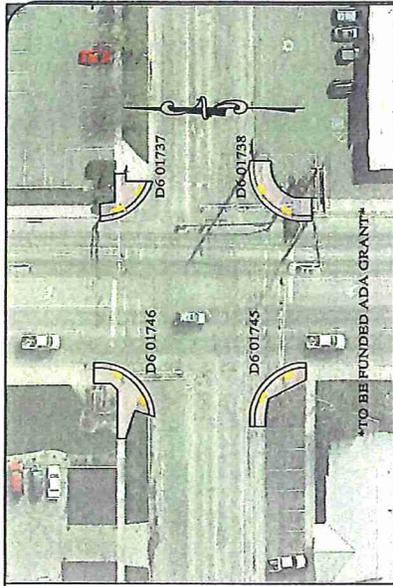
**MAIN ST. / 2ND E.**

SCALE: 1:30



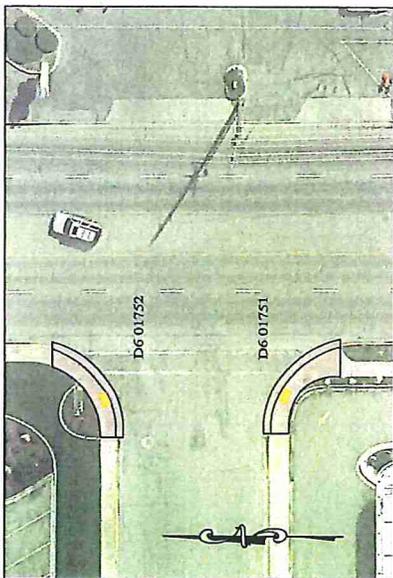
**2ND E. / 1ST N.**

SCALE: 1:30



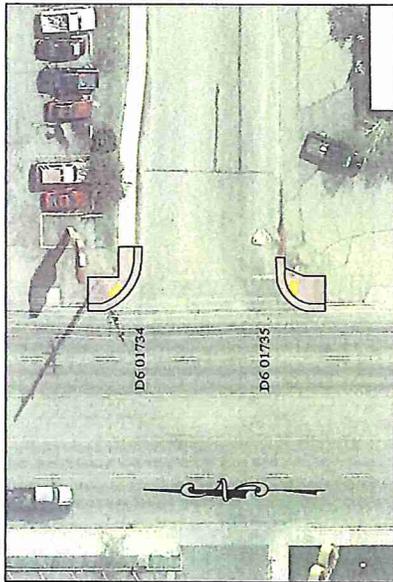
**2ND E. / 2ND N.**

SCALE: 1:30



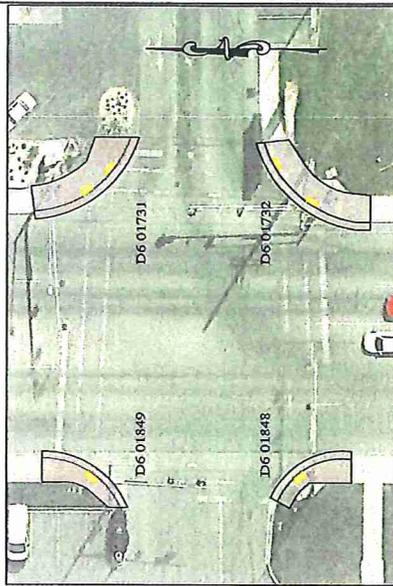
**2ND E. / VALLEY RIVER DR.**

SCALE: 1:30



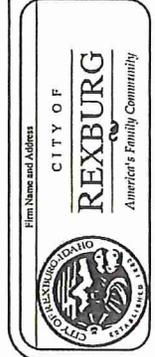
**2ND E. / 4TH N.**

SCALE: 1:30



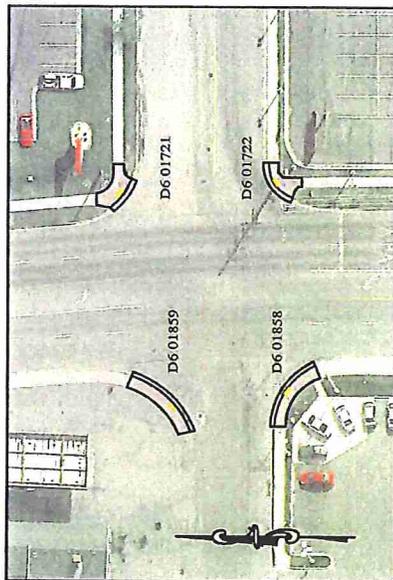
**2ND E. / ALBERTSONS ENTRANCE**

SCALE: 1:30



Firm Name and Address  
**CITY OF REXBURG**  
 ADA RAMP LOCATIONS

Description	
OVERVIEWS	Sheet
Date	12/03/14
Plot Scale	Scale
1:2	AS NOTED
4	



**2ND E. / 7TH N.**

SCALE: 1:30

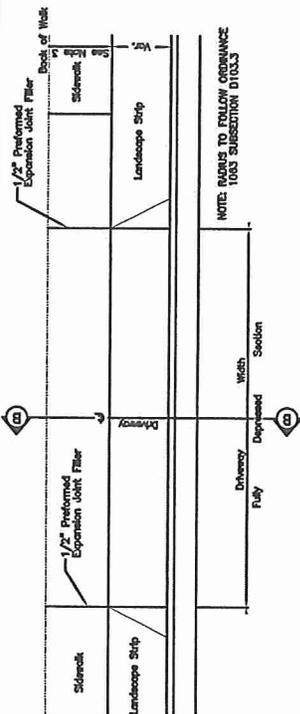
Description	
OVERVIEWS	
Date	Sheet
12/03/14	5
Plan Scale	Scale
1:2	AS NOTED

Project Name and Address  
**CITY OF REXBURG  
 ADA RAMP LOCATIONS**

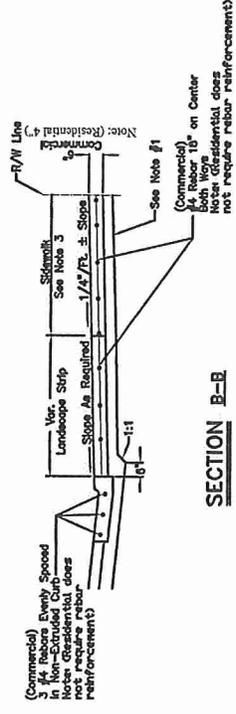
Firm Name and Address



**CITY OF REXBURG**  
 America's Family Community



**COMMERCIAL & MULTI-FAMILY DRIVEWAY**

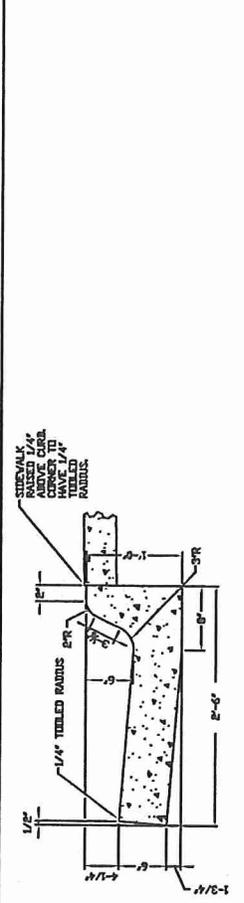
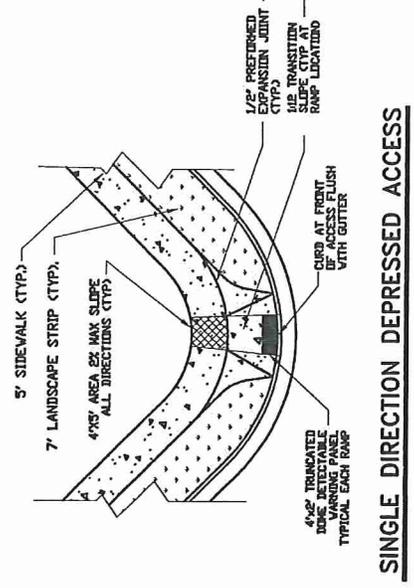
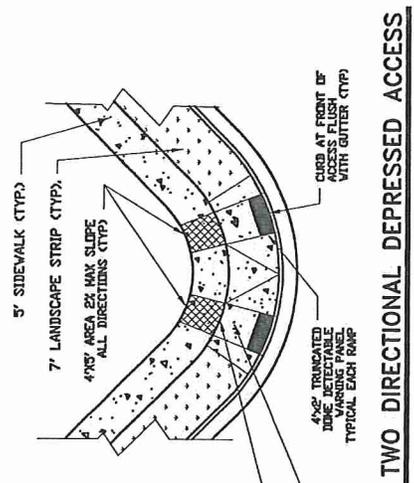


**NOTES:**

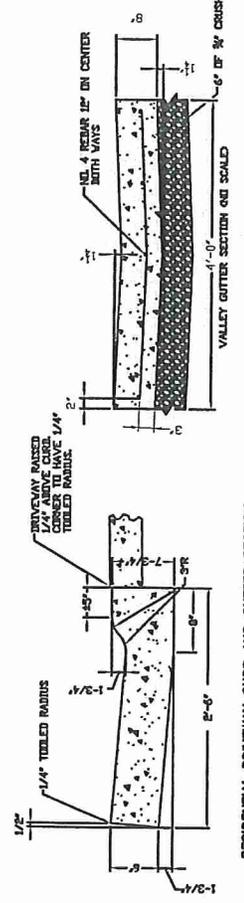
- 8" of Granular Fill in Valley and 12" of Granular Fill on hill locations (See ISPM Standard Specifications Section 801 & 802) shall be required under all sidewalks. 12" of granular fill shall be required under all curbs. All materials shall be placed in layers and compacted in the Standard Specifications or as directed by the City Engineer (See Section 703).
- Standard sidewalk width is 5 feet w/ broom finish. Standard slope is 1/4" per foot to street.
- Place preformed expansion joint filler at driveway construction and at maximum spacing of 50 feet of sidewalk.
- All concrete shall be 6 bag portland cement. With lithium for ASR mitigation and 3% to 5% entrained air.
- Where curb & gutter is not present, asphalt must be amount to allow for smooth transition.
- Removal and replacement of curb and gutter, asphalt must be sawcut min 8" and replaced.

Description	
COMMERCIAL	Sheet
Date	12/03/14
Plot Scale	1=2
Scale	NO SCALE
6	

Project Name and Address  
**CITY OF REXBURG**  
 SIDEWALK CURB & GUTTER DRIVEWAY  
 COMMERCIAL & MULTI-FAMILY  
 STANDARD DETAILS

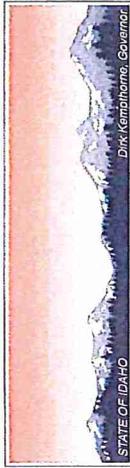
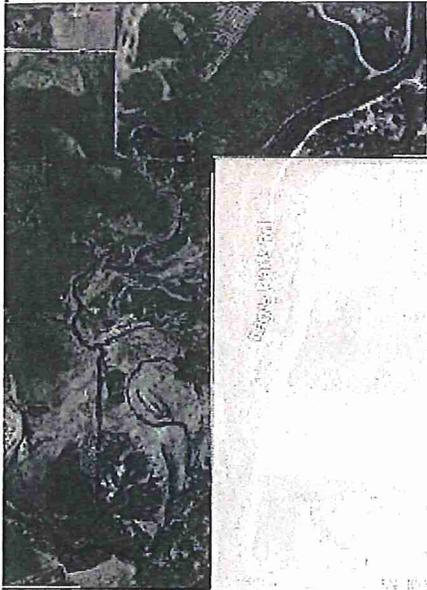


NOTE: GRANULAR FILL UNDER SIDEWALK CURB AND GUTTER MUST BE SEVEN FEET CLARITY.



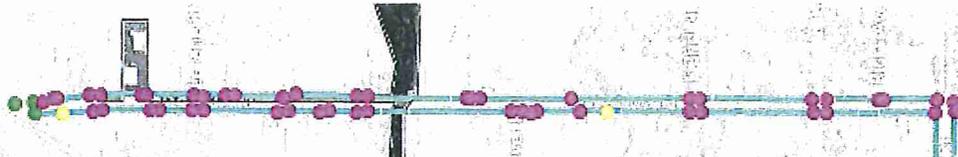
**CROSS-DRAIN DETAIL**





TRANSPORTATION DEPARTMENT  
P.O. BOX 7129 • BOISE, ID • 83707-1129 • (200) 334-6000

# CURRENT INVENTORY OF DEFICIENT INFRASTRUCTURE CURB RAMPS



**Exhibit 2**  
**Cooperative Agreement**  
**Madison County Area Regional Plan**  
**Project A018(856)**

**Community Visioning and Transportation (Highway) Capacity Planning Scope of Work**

Through the work of the community during Envision Madison it was identified that transportation needed to be more closely studied. Working with officials from Madison County, the City of Rexburg, The City of Sugar City, the Idaho Transportation Department and BYU-Idaho the State of Idaho's first Rural Planning Organization (RPO) was created and worked together to complete a comprehensive transportation plan based on the learning and concerns of Envision Madison. Horrocks Engineering was chosen to complete this study and connected with Envision Utah who is facilitating our community visioning.

The partnership of Envision Utah and Horrocks has and will more deeply magnify the transportation opportunities and address the concerns of the community, meeting the three needs of the Idaho Transportation Department:

1. A forecast of regional traffic into and through the area, with full documentation and a single page graphic depiction of the changes predicted over time.
2. A forecast of the highway network, with full documentation and a single page graphic depiction of the changes predicted or required.
3. A forecast of each arterial connection, whether existing or needed, with full documentation and a single page graphic depiction of the current health, safety strategies and future form.