

Route 107

Updated: September 2015

North of Clearfield on Route 1 to West Point on Route 195, May 12, 1931. Description change, 1947.

1953 Description:

From Route-1 north of Clearfield westerly, to West Point on route 195.

1963 Legislature Description:

Description changed to read. From local road west of West Point easterly, via West Point to FAI-15 (SR-1) north of Clearfield. Approved by **the Legislature**.

1965 Description:

From a local Road west of west Point easterly via West Point to Route 1 north of Clearfield.

Approved by 1965 Legislature:

1967 Legislature:

From local road west of West Point easterly via west Point to Route 106 in Clearfield.

1969 Legislature:

From SR -110 west of West Point easterly via West Point to SR -84 in Clearfield.

1979 Legislature Description:

Description changed to read. From Route 110 west of West Point easterly via West Point to Route 126 in Clearfield.

1981 Legislature: Description remains the same.

1983 Legislature: Description remains the same.

1985 Legislature: Description remains the same.

1986 Legislature: Description remains the same.

1987 Legislature: Description remains the same.

1988 Legislature: Description remains the same.

1990 Legislature: Description remains the same.

1992 Legislature: Description remains the same.

1993 Legislature: Description remains the same.

1994 Legislature: Description remains the same.

1995 Legislature: Description remains the same.

1996 Legislature: Description remains the same.

1995 Legislature: Description remains the same.

1998 Legislative Description:

From Route 110 west of West Point easterly through West Point to Route 126 in Clearfield.

Route 107 Cont.

1999 Legislature: Description remains the same.

2000 Legislature: Description remains the same.

2001 Legislature: Description remains the same.

2002 Legislature: Description remains the same.

2003 Legislature: Description remains the same.

2004 Legislature: Description remains the same.

2005 Legislature: Description remains the same.

2006 Legislature: Description remains the same.

2007 Legislature: Description remains the same.

2008 Legislature: Description remains the same.

2011 Legislature: Description remains the same.

2015 Description:

From Route 110 west of West Point easterly through West Point to 3000 West.

*(A)

Route 107

COUNTY/RESOLUTION VOLUME & NUMBER

A. Davis Co. 11/36

DESCRIPTION OF RESOLUTION CHANGE

(A). Deletion - SR-107 from 3000 West to SR-126

Resolution

Transfer Portion of SR-107 to West Point City and Clearfield City **Davis County**

WHEREAS, Section 72-4-102 of the Utah State Code provides for “Additions to or deletions from the state highway system – Designation of Highways as state highways between sessions”; and,

WHEREAS, the Utah Department of Transportation (UDOT), has completed the new construction of SR-193 from SR-108 (2000 West) in Syracuse to SR-126 (Main Street) in Clearfield and will be maintained and operated by UDOT; and,

WHEREAS, West Point City and Clearfield City have committed jointly (subject to the structural integrity and satisfactory repair of the highway, including the existing overpass located at approximately 400 West to 200 West in Clearfield) to the transfer of maintenance and jurisdictional responsibilities of a portion of SR-107 (300 North) in each of their respective cities; and,

WHEREAS, the UDOT Region One Director, along with the appropriate staff of the Program Development Division and the duly appointed officials of West Point City and Clearfield City, concur with the request to transfer maintenance and jurisdictional responsibilities to each of their respective Cities for the transferred road described herein.

NOW THEREFORE, be it resolved as follows:

1. A portion of roadway known as SR-107, from 3000 West in West Point City from MP 1.503 easterly on 300 North to 1500 West MP 3.014, approximately 1.511 miles, will be deleted from the State Highway System and transferred to the jurisdiction and maintenance responsibility of West Point City as shown in Exhibit “A”.
 - a. For the aforementioned transferred roadway, UDOT will pay a one-time lump sum of \$134,000.00 to West Point City to assist in its near term pavement maintenance efforts as it assumes sole responsibility, upon passage by the Utah Transportation Commission.
 - b. The aforementioned transferred roadway will remain functionally classified as Minor Arterial and be placed on the Federal Aid Route System as Route 1489 adding 1.511 ± miles to West Point City’s road system.

Transfer Portion of SR-107 to West Point City and Clearfield City
Davis County

2. The portion of roadway known as SR-107 from 1500 West in Clearfield City from MP 3.014 easterly on 300 North to SR-126 (Main Street) MP 4.517, approximately 1.503, miles will be deleted from the State Highway System and transferred to the jurisdiction and maintenance responsibility of Clearfield City as shown in Exhibit "A"
 - a. The aforementioned transferred roadway, UDOT has completed the rehabilitation of the structure F-330 over the Union Pacific Railroad and the Utah Transit Authority active rail corridor. UDOT will also pay a one-time lump sum of \$192,200.00 to Clearfield City to assist in its near term pavement maintenance efforts as it assumes sole responsibility, upon passage by the Utah Transportation Commission.
 - b. The aforementioned transferred roadway will remain functionally classified as Minor Arterial and be placed on the Federal Aid System as route 1489 adding 1.503 \pm miles to Clearfield City's road system.
3. The aforementioned transferred roadways will reduce the State Highway System's mileage by 3.014 \pm miles and UDOT will remove all signs and mileposts on all roadways pertaining to those sections of roadways upon passage of this resolution. SR-107 will be described as follows: From Route 110 west of West Point easterly on 300 North through West Point to 3000 West.
4. UDOT will remain as the fee title owner of the highway right of way pertaining to this transfer.
5. These actions will become effective upon passage of this resolution by the Utah Transportation Commission.
6. The accompanying letters of agreement from West Point City and Clearfield City, and map marked "Exhibit A" will be made part of this resolution.

Transfer Portion of SR-107 to West Point City and Clearfield City
Davis County


Dated on this 11th day of September 2015

UTAH TRANSPORTATION COMMISSION



Jeffrey D. Holt, Chairman

J. Kent Millington, Vice-Chairman



Meghan Z. Holbrook, Commissioner



Wayne K. Barlow, Commissioner

Dannie R. McConkie, Commissioner




Naghi Zeenati, Commissioner



Gayle F. McKeachnie, Commissioner

Attest:
Secretary



Jolynn Abernethy

Cooperative Agreement
 Transfer Portion of SR-107 to West Point City Jurisdiction
WEST POINT CITY
 Davis County

23747

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this 16 day of Sept, 2015 by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**" and **WEST POINT CITY**, a municipal corporation of the State of Utah, hereinafter referred to as the "**CITY**",

RECITALS:

WHEREAS, Section 72-4-102 of the Utah State Code provides for "Additions to or deletions from the state highway system – Designation of Highways as state highways between sessions"; and

WHEREAS, the **UDOT** has completed construction of State Route 193 between SR-126 (State Street) in Clearfield and SR-108 (2000 West) in Syracuse to be maintained and operated by **UDOT**; and

WHEREAS, the **UDOT** and the **CITY** have agreed to the transfer of maintenance and jurisdictional responsibilities of a portion of roadway known as SR-107 (300 North) in West Point, beginning at the east boundary of the **CITY** being 1500 West, and ending at the west at 3000 West; and

WHEREAS, the **UDOT** Region One Director, along with Systems Planning and Programming and the duly appointed officials of the **CITY**, concur with the request to transfer maintenance and jurisdictional responsibilities to the **CITY** for the transferred road described herein.

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where under said work shall be performed.

Cooperative Agreement
Transfer Portion of SR-107 to West Point City Jurisdiction
WEST POINT CITY
Davis County

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

1. A portion of roadway known as SR-107, a distance of approximately 1.50 miles, be deleted from the state highway system and transferred to the jurisdiction and maintenance responsibility of the **CITY** upon concurrence and approval by the Utah Transportation Commission, and be added to the **CITY**'s roadway system as 300 North.
2. The **CITY** agrees to accept and be responsible for the maintenance, repairs, and operations of said roadway and appurtenances. All associated services, needs, and costs then become the sole responsibility of the **CITY**.
3. In consideration of the current condition of the existing pavement, within 30 days from the date of the execution of this **COOPERATIVE AGREEMENT**, the **UDOT** will make a lump sum payment to the **CITY** in the amount of One-hundred thirty-four thousand dollars and zero cents (\$134,000.00). This payment is given to the **CITY** to assist in its near term pavement maintenance efforts as it assumes sole responsibility of SR-107.

TOTAL TO WEST POINT CITY IS \$134,000.00

4. To the extent that it may be lawful to do so, the **CITY** further agrees to relieve **UDOT** from any responsibility or liability that may result from the transfer of said facilities and the operation thereof.

Cooperative Agreement
Transfer Portion of SR-107 to West Point City Jurisdiction
WEST POINT CITY
Davis County

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

**ATTEST: WEST POINT CITY, a
Municipal Corporation of the State of
Utah**

By: *Mustyn Magnus*

By: *[Signature]*

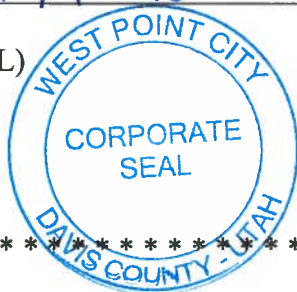
Title: West Point City Clerk

Title: Mayor, West Point City

Date: August 18, 2015

Date: 8/18/15

(IMPRESS SEAL)



RECOMMENDED FOR APPROVAL:

**UTAH DEPARTMENT OF
TRANSPORTATION:**

[Signature]
Region Director

[Signature]
Executive Director

Date: 8-27-2015

Date: 9/16/15

ATTORNEY GENERAL'S OFFICE:

UDOT COMPTROLLER'S OFFICE:

[Signature]
Assistant Attorney General

[Signature]
Contract Administrator

Date: 09/23/2015

Date: 10-1-15

CLEARFIELD CITY RESOLUTION 2015R-20

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) PROVIDING FOR THE TRANSFER OF MAINTENANCE AND JURISDICTIONAL RESPONSIBILITIES OF SR-107 (300 NORTH) BEGINNING AT SR-126 AND ENDING AT CLEARFIELD'S WESTERN BOUNDARY AT THAT LOCATION (1500 WEST)

WHEREAS, the Utah Department of Transportation (UDOT) recently completed the SR-193 extension between SR-126 (State Street) in Clearfield and SR-108 (2000 West) in Syracuse, which will be maintained and operated by UDOT; and

WHEREAS, Clearfield City previously committed (subject to structural integrity and satisfactory repair of the highway, including the existing overpass located at approximately 200 West to 400 West in Clearfield) to the transfer of maintenance and jurisdictional responsibilities of SR-107 (300 North) beginning from the east at SR-126 (State Street), and ending at the western boundary of the City (1500 West); and

WHEREAS, UDOT has completed the rehabilitation of the structure F-330 (300 North Overpass) over the Union Pacific Railroad's and the Utah Transit Authority's active rail corridors; and

WHEREAS, the UDOT Region One Director, along with Systems Planning and Programming and the duly appointed officials of the City, concur with the request to transfer the maintenance and jurisdictional responsibilities to the City for the transferred road described herein as part of the Cooperative Agreement; and

WHEREAS, the parties find it necessary and prudent to enter into an Interlocal Cooperative Agreement in order to establish the terms and conditions under which the transfer of the road responsibilities will be performed by UDOT to the City;

NOW THEREFORE BE IT RESOLVED by the Clearfield City Council that the attached Interlocal Cooperative Agreement with the Utah Department of Transportation for the transfer of maintenance and jurisdictional responsibilities of SR-107 (300 North) beginning from the east at SR-126 (State Street) and ending at the western boundary of the City (1500 West) is hereby approved and the Mayor is duly authorized to execute the agreement with an effective date of _____, 2015.

Passed and adopted by the City Council at its regular meeting on the 25th day of August, 2015.

ATTEST:

CLEARFIELD CITY CORPORATION:


Nancy R. Dean, City Recorder


Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE: Councilmembers Benson, Bush, Jones, LeBaron and Young.

NAY: None.



COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this 16 day of Sept, 2015 by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "UDOT" and **CLEARFIELD CITY**, a municipal corporation of the State of Utah, hereinafter referred to as the "CITY",

RECITALS:

WHEREAS, Section 72-4-102 of the Utah State Code provides for "Additions to or deletions from the state highway system – Designation of Highways as state highways between sessions"; and

WHEREAS, the **UDOT** has completed construction of State Route 193 between SR-126 (State Street) in Clearfield and SR-108 (2000 West) in Syracuse to be maintained and operated by **UDOT**; and

WHEREAS, the **CITY** previously committed jointly with West Point City (subject to the structural integrity and satisfactory repair of the highway, including the existing overpass located at approximately 200 West to 400 West in Clearfield) to the transfer of maintenance and jurisdictional responsibilities of SR-107 (300 North) in each of their respective cities—namely, for Clearfield beginning at the east at SR-126 (State Street), and ending at the west boundary of the **CITY** being 1500 West; and

WHEREAS, the **UDOT** has completed the rehabilitation of the structure F-330 over the Union Pacific Railroad and the Utah Transit Authority active rail corridor; and

WHEREAS, the **UDOT** Region One Director, along with Systems Planning and Programming and the duly appointed officials of the **CITY**, concur with the request to transfer maintenance and jurisdictional responsibilities to the **CITY** for the transferred road described herein.

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions whereunder said transfer shall be completed.

Cooperative Agreement
Transfer Portion of SR-107 to Clearfield City Jurisdiction
CLEARFIELD CITY
Davis County

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

1. A portion of roadway known as SR-107, a distance of approximately 1.50 miles, be deleted from the state highway system and transferred to the jurisdiction and maintenance responsibility of the **CITY** upon concurrence and approval by the Utah Transportation Commission, and be added to the **CITY's** roadway system as 300 North.
2. The **CITY** agrees to accept and be responsible for the maintenance, repairs, and operations of said roadway and appurtenances, including the F-330 structure. All associated services, needs, and costs become the sole responsibility of the **CITY**.
3. In consideration of the current condition of the existing pavement, within 30 days from the date of the execution of this **COOPERATIVE AGREEMENT**, the **UDOT** will make a lump sum payment to the **CITY** in the amount of One-hundred ninety-two thousand two-hundred dollars and zero cents (\$192,200.00). This payment is given to the **CITY** to assist in its near term pavement maintenance efforts as it assumes sole responsibility of SR-107/300 North in Clearfield.

TOTAL TO CLEARFIELD CITY IS \$192,200.00

4. The **UDOT** and the **CITY** are both governmental entities subject to the Utah Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Utah Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
5. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.
6. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
7. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Parties.

Cooperative Agreement
Transfer Portion of SR-107 to Clearfield City Jurisdiction
CLEARFIELD CITY
Davis County

8. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.

9. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.

10. Each party represents that it has the authority to enter into this Agreement.

Cooperative Agreement
Transfer Portion of SR-107 to Clearfield City Jurisdiction
CLEARFIELD CITY
Davis County

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

**ATTEST: CLEARFIELD CITY, a
Municipal Corporation of the State of
Utah**

By: Nancy R. Dean

Title: Clearfield City Clerk

Date: 8/28/2015

(IMPRESS SEAL)



By: [Signature]

Title: Mayor, Clearfield City

Date: 28 Aug 2015

RECOMMENDED FOR APPROVAL:

[Signature]
Region Director

Date: 9-2-15

**UTAH DEPARTMENT OF
TRANSPORTATION:**

[Signature]
Executive Director

Date: 9/16/15

ATTORNEY GENERAL'S OFFICE:

[Signature]
Assistant Attorney General

Date: 09/23/2015

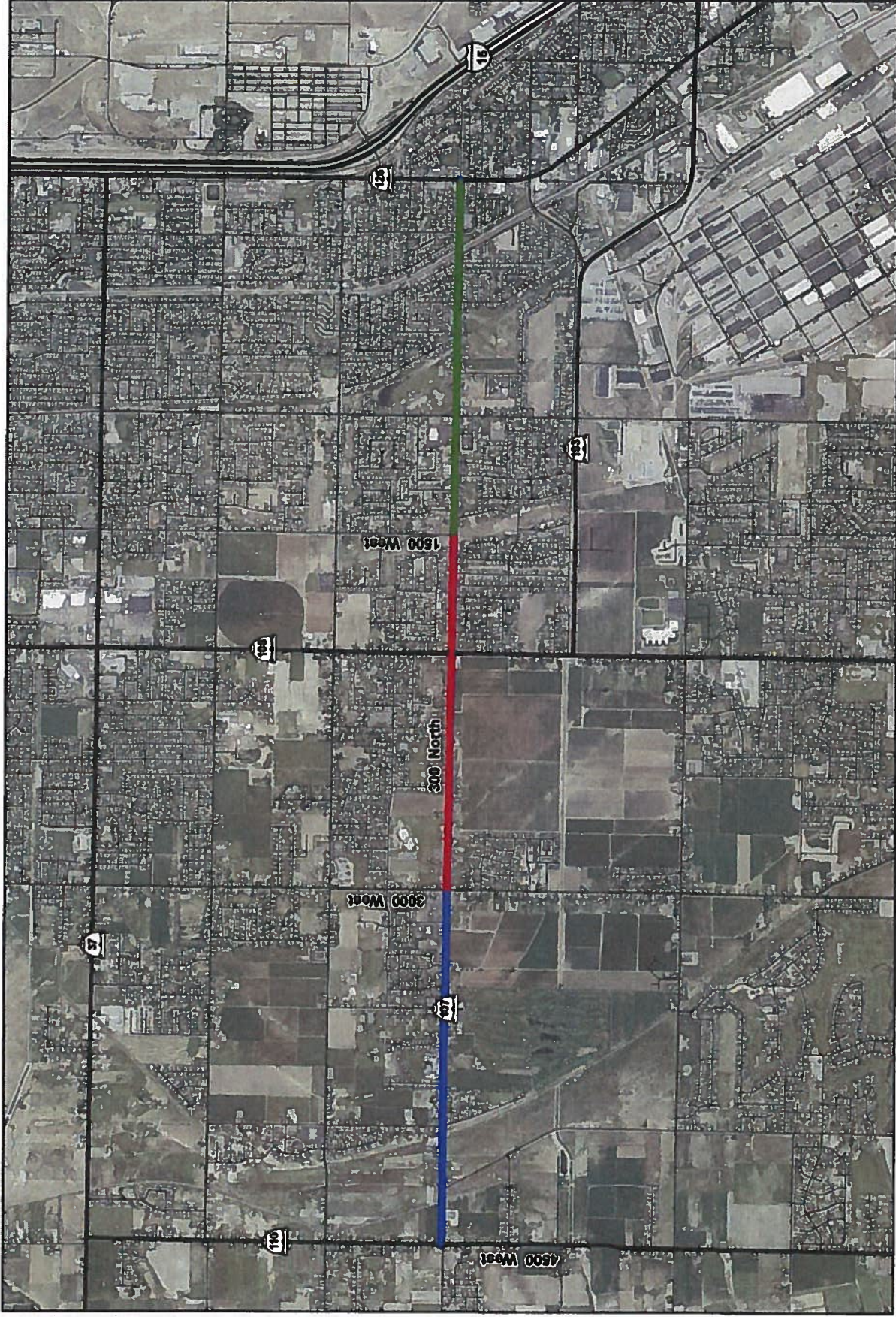
UDOT COMPTROLLER'S OFFICE:

[Signature]
Contract Administrator

Date: 10-1-15

300 North Pavement Treatment Costs
1500 West to 3000 West

Item	Quantity	Unit	Unit Cost*	Total	Notes
Microsurfacing	35200	SY	\$ 2.60	\$ 91,520.00	7920' long x 40' wide
Crack Sealing	1	LUMP	\$ 4,000.00	\$ 4,000.00	Doubled UDOT crew cost
4" Pavement Marking Paint	208	GAL	\$ 32.00	\$ 6,669.47	Assume 5 continuous lines at 190 ft/gal
12" Pavement Marking Paint	2400	FT	\$ 3.00	\$ 7,200.00	Assume 800' at each signal plus 200' per school x-walk
Pavement Messages	88	EA	\$ 22.43	\$ 1,973.84	
Subtotal				\$ 111,363.31	
Mobilization			10%	\$ 11,136.33	
Traffic Control			10%	\$ 11,136.33	
Total				\$ 133,635.98	
Rounded				\$ 134,000.00	



- Exhibit 'A'
- Current SR-107
 - Transferred to West Point City
 - Transferred to Clearfield City

