

# SOUTH JORDAN CITY COUNCIL STAFF REPORT

## FILE OVERVIEW

Item Name	Resolution 2026-19, Authorizing the Mayor Pro Tempore to sign an Interlocal Cooperation Agreement with Salt Lake County for Road Maintenance on U-111
Staff Author	Brad Klavano

**MEETING DATE: MAY 19, 2026**

## ITEM SUMMARY

With the Annexation of the Rio Tinto Property along the existing U-111 (Bacchus Highway) there has been some confusion between the City of South Jordan and Salt Lake County on the roadway maintenance of the U-111 (Bacchus Highway). There is a 2.276-mile section where the City of South Jordan annexed the property on both sides of the roadway. However; there are two section .347 miles and 1.057 miles where the annexation was only to the centerline of the roadway.

This interlocal agreement spells out that the city will maintain the entire roadway width of U-111 (Bacchus Highway) from Old Bingham Highway south to the City of South Jordan Jurisdictional boundary (3.88 miles).

This will help both City Staff and the County Staff clearly understand the maintenance requirements of each Jurisdiction.

## FINDINGS AND RECOMMENDATION

### Findings:

The City of South Jordan and Salt Lake County staffs were unclear of the maintenance responsibilities in the sections of U-111 (Bacchus Highway) that split the jurisdiction boundaries along the center line. After a few meetings between staff it became clear that an agreement needed to be made.

### Conclusions:

The City of South Jordan and Salt Lake County have met and determined the best interest of both Jurisdictions is to enter into this interlocal cooperation agreement to clarify the maintenance responsibilities for the existing U-111 (Bacchus Highway).

### Staff Recommendation:

Approve Resolution 2026-19 Authorizing the Mayor Pro Tempore to sign and interlocal cooperation agreement between the City of South Jordan and Salt Lake County for road maintenance on U-111.

### Motion Ready:

I move that the City Council approves:

1. Resolution 2026-19, Authorizing the Mayor Pro Tempore to sign an Interlocal Cooperation Agreement between the City of South Jordan and Salt Lake County for road maintenance on U-111.

Alternatives:

1. Recommend denial of Resolution 2026, Authorizing the Mayor Pro Tempore to sign an Interlocal Cooperation Agreement between the City of South Jordan and Salt Lake County for road maintenance on U-111.

## SUPPORTING MATERIALS

1. Resolution 2026-19
  - a. Exhibit A, Interlocal Cooperation Agreement between Salt Lake County and South Jordan For Road Maintenance on U-111

**RESOLUTION R2026 - 19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR PRO TEMPORE TO SIGN AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SOUTH JORDAN AND SALT LAKE COUNTY FOR ROAD MAINTENANCE ON U-111.**

**WHEREAS**, the City of South Jordan (“City”) and Salt Lake County (“County”) are local government units under the laws of the State of Utah; and

**WHEREAS**, City and County are authorized by the Utah Interlocal Cooperation Act, Utah Code § 11-13-101, et seq., to enter into agreements with each other, upon resolution to do so by their respective governing bodies, for the purpose of enabling them to make the most efficient use of their resources; and

**WHEREAS**, An Interlocal Cooperation Agreement was prepared pertaining to the road maintenance of U-111 from Old Bingham Highway 3.88 miles south to the City Jurisdictional Boundary; and

**WHEREAS**, City and County agree that City will maintain the roadway as stated in the interlocal agreement; and

**WHEREAS**, the South Jordan City Council (the “City Council”) finds the Agreement will benefit the City’s citizens by executing this interlocal agreement between the two agencies.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:**

**SECTION 1. Authorization to Sign.** The City Council hereby approves the Interlocal Cooperation Agreement, attached as **exhibit A**, and authorizes the Mayor Pro Tempore to sign the same.

**SECTION 2. Effective Date.** This Resolution will be effective immediately upon passage.

[SIGNATURE PAGE FOLLOWS]

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026, BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Kathie L. Johnson	_____	_____	_____	_____
Donald J. Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason T. McGuire	_____	_____	_____	_____

Mayor Pro Tempore: \_\_\_\_\_  
Tamara Zander

Attest: \_\_\_\_\_  
Anna Crookston, City Recorder

Approved as to form:

  
\_\_\_\_\_  
Office of the City Attorney

**EXHIBIT A**

(Interlocal Cooperation Agreement)

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
SALT LAKE COUNTY  
AND  
SOUTH JORDAN  
FOR  
ROAD MAINTENANCE ON U-111**

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THIS AGREEMENT (“*Agreement*”) is dated this \_\_\_\_ day of \_\_\_\_\_, 2026, made pursuant to the Utah Interlocal Cooperation Act, by and between SALT LAKE COUNTY (“COUNTY”), a body corporate and politic of the state of Utah, and SOUTH JORDAN (“CITY”), a municipal corporation created under the laws of the State of Utah. Both the County and the City may be referred to jointly as the “Parties.”

WITNESSETH:

WHEREAS, the Parties are local governmental units and are therefore authorized under the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., U.C.A. 1953, as amended, to enter into agreements with each other which enable them to make the most efficient use of their powers; and

WHEREAS, the COUNTY and CITY are responsible for road maintenance along U-111 where that road passes through their respective jurisdictions; and

WHEREAS, The CITY is willing to provide the COUNTY with road maintenance services on COUNTY’s portion of U-111; and

WHEREAS, the Parties desire to enter into an agreement whereby their respective responsibilities concerning these services are specified.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. PURPOSE.

1.1 The CITY, through its Public Works Department, will provide to the COUNTY the road maintenance services in the sections of U-111 where CITY and COUNTY share ownership of the road and described in Exhibit A, attached hereto and incorporated into this Agreement. Said services shall be performed to the same standards and in the same manner as road maintenance services performed within CITY.

2. DURATION.

The term of this Agreement shall begin on April 1, 2026 and end on April 1, 2031. This agreement may be extended by a writing signed by both Parties.

3. FINANCING AND PAYMENT.

The cost of the services rendered which are contained in Exhibit B by the CITY for the COUNTY will be of no cost to the COUNTY. The CITY will submit to Utah Department of Transportation reports recognizing the 3.88 miles of road identified in Exhibit A as being wholly maintained by the CITY so as to receive the corresponding allocation of Class B and C Road Funds from the State. The COUNTY will report that none of 3.88 miles of shared roadway identified in Exhibit A are maintained by the COUNTY.

4. LIABILITY. The City and the County are governmental entities under the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees.

Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

5. INDEMNIFICATION. The Parties agree to indemnify and hold each other, their agents, officers, and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney’s fees and costs), that directly result from the performance of this Agreement, but only to the extent the same are caused by any negligent or wrongful act or omission of either Party, its officers, agents, and employees.

6. REQUIRED INSURANCE POLICIES. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

7. TERMINATION. This agreement may be terminated (with or without cause) by either party upon at least ninety (90) days prior written notice to the other party.

8. NOTICES. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows:

If to Salt Lake County: Salt Lake County Public Works Operation  
Division Director  
604 West 6960 South  
Midvale, Utah 84047

If to the City: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. AGENCY. No agent, employee or servant of the City or County is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by each party to its employees including, but not limited to, worker's compensation insurance, health insurance, and unemployment insurance, are available to the employees, agents, or servants of the other party. City and County shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees, and servants during the performance of this Agreement. The County acts as an independent contractor, and is not an employee or agent of the City.

10. FORCE MAJEURE. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that part, including but not limited to acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, City or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

11. NO OBLIGATIONS TO THIRD PARTIES. The parties agree that the County's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties.

12. GOVERNING LAW. The laws of the State of Utah govern all matters arising out of this Agreement.

13. COUNTERPARTS. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

14. COUNTY ETHICAL STANDARDS. The City represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statutes or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statutes or Salt Lake County ordinances.

15. NO OFFICER OR EMPLOYEE INTEREST. It is understood and agreed that no officer or employee of County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No officer or employee of City or any member of their families shall serve on a County Board or Committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises City's operations, or authorizes funding or payment to City.

16. INTERLOCAL COOPERATION ACT. In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;

- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
- (c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and
- (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the public works directors of the City and the County, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

17. ENTIRE AGREEMENT AND AMENDMENT. This agreement constitutes the entire agreement between the Parties, and no other promises or understandings, express or implied, shall be binding upon the Parties. No amendment to this agreement shall be effective unless made in writing and signed by the Parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this agreement to be duly executed as of the date first mentioned above.

SALT LAKE COUNTY

SOUTH JORDAN

By: \_\_\_\_\_  
Mayor or Designee

By: \_\_\_\_\_  
Mayor or Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SALT LAKE COUNTY  
ADMINISTRATIVE APPROVAL:

ATTEST


By: **Steven Kuhlmeier**  
Digitally signed by Steven Kuhlmeier  
Date: 2026.04.30 11:44:19 -06'00'  
Steven Kuhlmeier,  
Division Director

By: \_\_\_\_\_  
City Recorder

Date: **Scott Baird**  
Digitally signed by Scott Baird  
Date: 2026.04.30 11:55:31 -06'00'

SALT LAKE COUNTY  
REVIEW AS TO FORM:

SOUTH JORDAN  
APPROVAL AS TO FORM:

By:   
Ryan W. Lambert  
2026.02.26 12:54:55 -07'00'  
Ryan W. Lambert,  
Deputy District Attorney

By: **Ryan W. Loose**  
Digitally signed by Ryan W. Loose  
Date: 2026.05.13 16:19:22 -06'00'  
Loose  
City Attorney

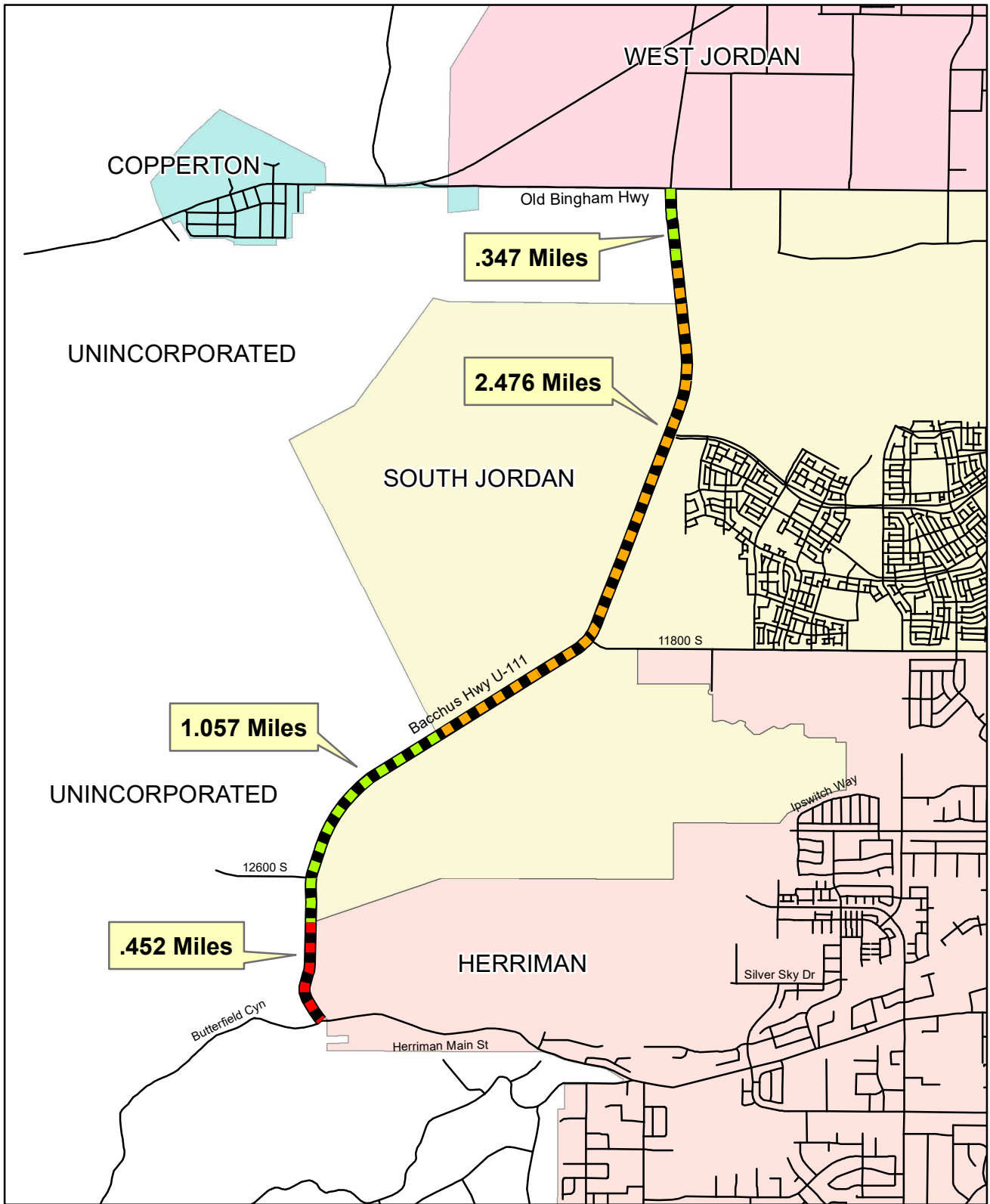
Date: 2/26/2026

Date: \_\_\_\_\_

Exhibit A

Map

# EXHIBIT A



Public Works - Operations  
Pavement Management



## EXHIBIT B

### Road Maintenance Services

#### U-111 / Bacchus Highway from Old Bingham Highway to Butterfield Canyon Road

The CITY shall be responsible for all road maintenance functions for the full width of Bacchus Highway / U-111 from intersection of Old Bingham Highway 3.88 miles south to the South Jordan jurisdictional boundary, including adjoining shoulders and the public right-of-way, notwithstanding that the jurisdictional boundary is located at the centerline of said roadway. This arrangement ensures efficient maintenance operations and consistent service delivery across the entire roadway surface, shoulders, and right-of-way.

Maintenance activities include, but are not limited to: snow and ice removal (plowing, salting, and de-icing); pavement maintenance (patching, pothole repair, crack sealing, and surface treatments); resurfacing (overlay, mill and fill, or reconstruction); hazard mitigation (debris removal and fallen tree cleanup); traffic control devices (signs, pavement striping, and markings); roadside maintenance (mowing, landscape upkeep, weed control, and vegetation management within the right-of-way); and drainage maintenance (cleaning and repair of ditches, culverts, and catch basins).