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## **SOUTH JORDAN CITY CITY COUNCIL REPORT**

**Council Meeting Date: August 19, 2025**

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**Issue:** Resolution R2025-44, authorizing the Mayor to sign an Interlocal Cooperation Agreement between the City of South Jordan and the City of West Jordan for a Corridor Study on Old Bingham Highway between approximately 8100 West and 5600 West.

Submitted By:           Jeremy Nielson

Department:   Engineering

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**Staff Recommendation (Motion Ready):** Approve Resolution R2025-44, authorizing the Mayor to sign an Interlocal Cooperation Agreement between the City of South Jordan and the City of West Jordan for a Corridor Study on Old Bingham Highway between approximately 8100 West and 5600 West.

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**BACKGROUND:** South Jordan City and West Jordan City have received a technical planning assistance grant from UDOT to prepare a corridor plan for Old Bingham Highway (OBH). Transportation master plans for both cities identify the need to widen OBH from two lanes to five lanes within the next five years.

The community of Copperton has expressed interest in improved bicycle and pedestrian access to the TRAX station at 5600 West. UTA owns property along the south side of OBH, where there is an abandoned railroad. In past discussions, UTA has indicated potential support for a multi-use path along this corridor but would need to better understand the potential impacts to their property. Additionally, both sides of Old Bingham Highway are heavily constrained by overhead high-voltage transmission lines.

This corridor study will consider all of these interests and result in a plan that reflects input and consensus from the major stakeholders.

### **TEAM FINDINGS, CONCLUSIONS & RECOMMENDATIONS:**

**FINDINGS:** South Jordan City and West Jordan City have received a grant for \$195,000 to study Old Bingham Highway. The grant requires a 10% local match (\$19,500), to be split evenly between the two cities (\$9,750).

**CONCLUSIONS:** South Jordan City will lead the project and the Interlocal Cooperation Agreement will allow West Jordan to pay South Jordan for its share of the local match (\$9,750).

**RECOMMENDATIONS:** Staff recommends that the City Council approve Resolution R2025-44; authorizing the Mayor to sign an Interlocal Cooperation Agreement with the City of West Jordan.

**FISCAL IMPACT:** This Agreement obligates West Jordan City to pay its share of the local match (\$9,750) to South Jordan City for the Corridor Study on Old Bingham Highway.

**ALTERNATIVES:** Deny Resolution R2025-44.

City Council Action Requested: Brad Klavano  
Brad Klavano (Aug 7, 2025 13:20:56 MDT)

Department Head

08/07/2025

Date

## **RESOLUTION R2025 - 44**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SOUTH JORDAN AND THE CITY OF WEST JORDAN FOR A CORRIDOR STUDY ON OLD BINGHAM HIGHWAY BETWEEN APPROXIMATELY 8100 WEST AND 5600 WEST.**

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

**WHEREAS**, City and WJ City 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**, City and WJ City applied jointly for Technical Planning Assistance (TPA) funding from the Utah Department of Transportation (UDOT) in 2024 and received a grant for \$195,000, with the City serving as the project lead; and

**WHEREAS**, WJ City agrees to pay the City its share of the local match in the amount of \$9,750; and

**WHEREAS**, an Interlocal Cooperation Agreement has been prepared for a corridor study on Old Bingham Highway between 8100 West and 5600 West; and

**WHEREAS**, the South Jordan City Council (the “City Council”) finds that the Agreement will benefit the City’s citizens by completing the Old Bingham Highway Corridor Study as a joint effort 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 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 \_\_\_\_\_, 2025, BY THE FOLLOWING VOTE:**

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

Mayor: \_\_\_\_\_  
Dawn R. Ramsey

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

Approved as to form:

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

## **EXHIBIT A**

(Interlocal Cooperation Agreement)

**INTERLOCAL COOPERATION AGREEMENT**  
**Between the CITY OF WEST JORDAN and the CITY OF SOUTH JORDAN**  
**Regarding a Corridor Study on Old Bingham Highway between approximately 8100 W and**  
**5600 W.**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF WEST JORDAN, a municipal corporation of the State of Utah ("WJ City"), and the CITY OF SOUTH JORDAN, a municipal corporation of the State of Utah ("SJ City"). WJ City and SJ City are sometimes referred to as the "Parties."

**RECITALS**

WHEREAS, the segment of Old Bingham Highway, between 6100 W and Bacchus Highway lies within both jurisdictions, with WJ City maintaining the north half of the roadway and SJ City the south half; and

WHEREAS, the Transportation Master Plans for both WJ City and SJ City show the need for a future roadway widening on Old Bingham Highway in the next ten years; and

WHEREAS, Parties desire to develop a corridor plan for Old Bingham Highway that will accommodate the transportation needs of all users; and

WHEREAS, Parties applied jointly for technical planning assistance funding from UDOT in 2024 and received a grant for \$195,000; and

WHEREAS, the grant requires a 10% local match of \$19,500, with each City agreeing to contribute 50% (\$9,750) of the local match; and

WHEREAS, SJ City is willing to serve as the project lead and enter into the grant funding agreement with UDOT; and

WHEREAS, the Parties are governmental entities and authorized pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101, et seq. to enter into agreements for the joint cooperation of the Parties for the benefit of their residents.

NOW, THEREFORE, the Parties enter into the following Agreement:

1. Recitals. The recitals set forth above are incorporated herein by reference.
2. Old Bingham Highway – WJ City Obligations:
  - A. WJ City agrees to pay its share of the local match, \$9,750, to SJ City within 90

days of execution of this Agreement. Any unused local match funds remaining at the conclusion of the study shall be equally divided between the Parties.

B. WJ City staff shall actively participate in the study by attending project meetings, coordinating with SJ City staff, and providing technical planning and engineering assistance to help guide the study to completion in accordance with its scope and objectives.

3. Old Bingham Highway – SJ City Obligations:

A. SJ City shall lead the development of the Corridor Plan for Old Bingham Highway; including managing consultant services, facilitating meetings and coordinating with stakeholders.

B. SJ City agrees to pay its share of the local match, \$9,750. Any unused local match funds remaining at the conclusion of the study shall be equally divided between the Parties.

4. Duration and Termination.

A. This Agreement shall take effect upon execution of this Agreement and shall terminate on December 31, 2028 unless an extension is agreed in writing.

B. Either Party may terminate this Agreement for convenience at any time by giving thirty (30) days written notice to the other Party of such termination.

5. No Separate Legal Entity. This Agreement does not create a separate legal entity.

6. Liability and Indemnification. Both Parties are governmental entities under the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code Ann., 1953, as amended (the "Act"). Consistent with the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Act.

7. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by an communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and addressed to the Parties as set forth below:

WJ City:	Mayor of the City of West Jordan
	8000 South Redwood Road, 3 <sup>rd</sup> Floor (North)
	West Jordan, Utah 84088

SJ City: Mayor of South Jordan City  
1600 West Towne Center Drive  
South Jordan, Utah 84095

8. Miscellaneous Provisions. It is mutually agreed and understood by and between said Parties that:

- A. Agents, employees, or representatives of each Party shall not be deemed to be the agents, employees or representatives of the other;
- B. 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; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.
- C. WJ City designates its Public Works Director or his/her designee as the representative to assist in the management of this Agreement. SJ City may likewise designates its representative to assist in the management of this Agreement. The representatives shall have no control over the means, methods, techniques or procedures employed in the services of this Agreement.
- D. This Agreement may be executed in counterparts by the Parties.
- E. Amendments may be proposed at any time during the period of performance by either Party; and Amendments shall become effective upon signing by both Parties. No change to this Agreement shall be binding unless and until reduced to writing and signed by duly authorized officials of both Parties.
- F. 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, statute, ordinance, resolution, 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 hereof 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.
- G. Nothing in this Agreement creates any enforceable rights in third parties.
- H. Each Party agrees to follow the records retention schedule required by law.



9. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation 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 real or personal property will be acquired, held, or disposed of in this cooperative undertaking. 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.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

**WJ CITY:**

CITY OF WEST JORDAN CITY, A MUNICIPALITY  
And Political Subdivision of the State of Utah:

ATTEST:

By: \_\_\_\_\_  
Name: Dirk Burton, Mayor

\_\_\_\_\_  
Cindy Quick, City Recorder

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

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney

**SJ CITY:**

SOUTH JORDAN CITY, A MUNICIPALITY  
And Political Subdivision of the State of Utah:

ATTEST:

By: \_\_\_\_\_  
Name: Dawn R. Ramsey, Mayor

\_\_\_\_\_  
Anna Crookston, City Recorder

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

Approved as to Form and Legality:

  
\_\_\_\_\_  
Ryan Loose, City Attorney