

**CITY OF SOUTH JORDAN
CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
TUESDAY, OCTOBER 21, 2025 at 6:30 p.m.**



Notice is hereby given that the South Jordan City Council will hold a City Council meeting at 6:30 p.m. on Tuesday, October 21, 2025. The meeting will be conducted in person in the City Council Chambers, located at 1600 W. Towne Center Drive, South Jordan, Utah, and virtually via Zoom phone and video conferencing. Persons with disabilities requesting assistance should contact the City Recorder at least 24 hours prior to the meeting. The agenda may be amended, and an executive session may be held at the end of the meeting. Times listed are approximate and may be accelerated or delayed.

In addition to in-person attendance, the City intends to provide virtual access via Zoom for phone and video conferencing; however, virtual access is not guaranteed and may be limited by technical issues or connectivity constraints. Individuals may join via phone or video, using Zoom. In the event the Meeting is disrupted in any way that the City in its sole discretion deems inappropriate, the City reserves the right to immediately remove the individual(s) from the Meeting and, if needed, end virtual access to the Meeting. Reasons for removing an individual or ending virtual access to the Meeting include, but are not limited to, the posting of offensive pictures, remarks, or making offensive statements, disrespectful statements or actions, and any other action deemed inappropriate.

Please note that attendees joining virtually or by phone may not comment during public comment or a public hearing; to comment, individuals must attend in person or submit written comments prior to the meeting. To ensure comments are received, please submit them in writing to City Recorder Anna Crookston at acrookston@sjc.utah.gov by 3:00 p.m. on the day of the meeting.

The ability to participate virtually depends on the individual's internet connection. Instructions on how to join virtually are provided below.

Join South Jordan City Council Meeting Virtually:

- Join on any device that has internet capability.
- Zoom link, Meeting ID and Password will be provided 24 hours prior to meeting start time.
- Zoom instructions are posted <https://ut-southjordan.civicplus.com/241/City-Council>.

Regular Meeting Agenda: 6:30 p.m.

A. Welcome, Roll Call, and Introduction: By Mayor, Dawn R. Ramsey

B. Invocation: By Sego Church Co-Lead Pastor, Hannah Bechtel

C. Pledge of Allegiance: By Assistant City Manager, Don Tingey

D. Minute Approval:

[D.1.](#) September 16, 2025 City Council Study Meeting

[D.2.](#) September 16, 2025 City Council Meeting

E. Mayor and Council Reports: 6:35 p.m.

F. Public Comment: 6:50 p.m.

This is the time and place on the agenda for any person who wishes to comment. Any person or group wishing to comment on any item not otherwise scheduled for public hearing on the agenda may address the City Council at this point by stepping to the microphone, and giving their name and address for the record. Note, to participate in public comment you must attend City Council Meeting in-person. Comments should be limited to not more than three (3) minutes, unless additional time is authorized by the Chair. Groups wishing to comment will be asked to appoint a spokesperson. Items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council Meeting. Time taken on non-agenda items, interrupts the process of the noticed agenda.

G. Presentation Item: 7:00 p.m.

[G.1.](#) Notice of Proposed Tax Increase for South Salt Lake Valley Mosquito Abatement District. *(By South Salt Lake Valley Mosquito Abatement District Manager, Dan McBride)*

H. Appeal Item: 7:15 p.m.

[H.1.](#) Village at High Ridge Appeal. *(By Board Member of the Village at High Ridge HOA, John Friesen)*

I. Action Item: 7:30 p.m.

[I.1.](#) **Resolution R2025-56**, Authorizing the City of South Jordan Mayor to sign a Franchise Agreement with XO Communications Services, LLC. *(By Assistant City Manager, Don Tingey)*

J. Public Hearing Items: 7:40 p.m.

[J.1.](#) **Ordinance 2025-18**, Adopting an amended updated Storm Water Facilities Impact Fee Facilities Plan and Impact Fee Analysis; adopting an amended and updated Impact Fee for Storm Water Facilities; establishing service area; and/or other related matters. RCV *(By Associate Director of Public Works, Colby Hill)*

[J.2.](#) **Ordinance 2025-19**, Amending Title 5.38.030: Preschools - Additional Requirements. RCV *(By City Manager, Dustin Lewis)*

[J.3.](#) **Resolution R2025-55**, Amending the South Jordan Fee Schedule. RCV *(By CFO, Sunil Naidu)*

K. Staff Reports and Calendaring Items: 8:30 p.m.

ADJOURNMENT

CERTIFICATE OF POSTING

STATE OF UTAH)

: §

COUNTY OF SALT LAKE)

I, Anna Crookston, the duly appointed City Recorder of South Jordan City, Utah, certify that the foregoing City Council Agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body. The agenda was also posted at the principal office of the public body and also posted on the Utah State Public Notice Website <http://www.utah.gov/pmn/index.html> and on South Jordan City's website at www.sjc.utah.gov. Published and posted October 17, 2025.

SOUTH JORDAN CITY
CITY COUNCIL STUDY MEETING

September 16, 2025

Present: Mayor Dawn R. Ramsey, Council Member Patrick Harris, Council Member Kathie Johnson, Council Member Don Shelton, Council Member Tamara Zander
Council Member Jason McGuire, City Manager Dustin Lewis, Assistant City Manager Jason Rasmussen, Assistant City Manager Don Tingey, City Attorney Ryan Loose, Director of Engineering & City Engineer Brad Klavano, Director of Planning & Economic Development Brian Preece, Director of Administrative Services Melinda Seager, Associate Director of Recreation Brad Vaske, CTO Matthew Davis, Senior System Administrator Phill Brown, Deputy City Recorder Ambra Holland, City Planner Damir Drozdek, Senior Code Compliance Inspector Audrey Cullimore

Absent:

Other (Electronic) Attendance:

Other (In-Person) Attendance: Rena Vanzo

4:34 P.M.
REGULAR MEETING

A. Welcome, Roll Call, and Introduction - By Mayor Dawn Ramsey

Mayor Ramsey welcomed everyone present and introduced the meeting.

B. Invocation – By Council Member, Patrick Harris

Council Member Harris offered the invocation.

C. Mayor and Council Coordination

Mayor Ramsey led a discussion regarding the upcoming National League of Cities (NLC) conference, which will be held in Salt Lake City from November 20–22. She noted that while Salt Lake City is the host location, conference details are determined by the national organization. A local Utah discount will be available for attendees, and staff will be reaching out to council members to gauge interest in attending, whether for the full conference or selected days. She shared that the Utah League is organizing a “Utah Night,” a tradition when the NLC conference is hosted by a state, and expects higher-than-usual participation from Utah, possibly exceeding the typical 100 attendees. Volunteers may be needed to assist with the event, and the mayor offered to pass along names of those interested in helping. In response to a question, it was confirmed that the NLC conference will follow a similar format to the Utah League of Cities and Towns conference, with a large general session followed by breakout sessions. The event is expected to be held at the Salt Palace Convention Center, which is one of the few venues large enough to accommodate it.

Council members briefly discussed past experiences at NLC conferences, noting that they often include keynote speakers of national significance, such as U.S. presidents, authors, and other prominent figures. Mayor Ramsey encouraged attendance, emphasizing the value of connecting with municipal peers from across the country and experiencing a high-quality professional development event held locally.

D. Discussion/Review of City Council Meeting

Presentation Items:

- Proclamation of the City of South Jordan in recognition of Sawyer Cole and Copeland Cole.
- Proclamation of the City of South Jordan Constitution Week 2025.

Action Item:

- Resolution R2025-5, Adopting the Salt Lake County Hazard Mitigation Plan.

E. Discussion Item:

E.1. Update on commercial vehicle in residential zone - Boob Bus, (PLZTA202400081). (By Director of Engineering/City Engineer, Brad Klavano)

- Clarification of Motion “at least one year” – Staff
- Request for extension – Applicant Rena Vanzo

Director of Engineering/City Engineer, Brad Klavano introduced Rena Vanzo.

Applicant Rena Vanzo, a resident of South Jordan District 1 and co-founder and CEO of the Boob Bus Mobile Mammogram Screening Facility, provided an update on her compliance efforts regarding the City’s parking regulations. She provided a handout (Attachment A) and explained that her commercial vehicle exceeds 8,000 pounds, placing it out of compliance with city code. Last year, she requested an amendment to the code that would allow an exemption or special use permit; however, the request was denied by a 3–2 vote. The Council granted a one-year grace period to find a compliant solution. She reported that she researched more than a dozen local storage facilities but found that most either lacked sufficient clearance for the vehicle or did not provide access to electricity, which is required to maintain the mammography equipment within a controlled temperature range. She noted that many facilities only offer dry storage and consider electrical access a liability. She stated that her business is currently at a crossroads and is pursuing partnerships or a potential acquisition with two local hospital systems, which would include relocating the Boob Bus to a hospital site. She requested a one-year extension of the grace period, through Labor Day of the following year, to allow sufficient time to finalize these negotiations and permanently relocate the vehicle.

Council Member Zander thanked Ms. Vanzo for the update and expressed appreciation for her efforts. She stated that she had previously supported the request and was interested in understanding how the Boob Bus service had been received within the community. Council Member Zander asked Ms. Vanzo to provide an overview of how the service has benefited residents, how it has been utilized, and whether there has been any feedback from neighbors or the public regarding its operation since the last meeting.

Ms. Vanzo reported that since beginning operations in February 2024, the Boob Bus has served nearly 2,500 women, averaging 150–200 per month. While the service travels throughout Salt Lake and Utah counties and has even reached St. George and a Wyoming Indian Reservation, 75 of the women served have South Jordan zip codes. She noted that some local facilities and the higher socioeconomic status in South Jordan may reduce demand for the mobile service. Approximately 40% of Boob Bus clients have no insurance, and the program partners with a state voucher program to cover mammogram costs. She highlighted community engagement efforts in South Jordan, including participation in a Jordan School District teachers' health and safety event and local events at Costco. She emphasized that feedback from the community has been largely positive, with residents appreciating the service and many clients returning for annual mammograms. She also noted that her immediate neighbors have expressed support for the program.

Council Member Zander inquired whether the Boob Bus program has been generating positive cash flow. Ms. Vanzo responded that the program has not yet been financially profitable. She explained that the Boob Bus faces financial challenges due to insurance reimbursement rates. While preventative mammograms should be covered annually, she noted limitations with certain insurance networks, including United Healthcare and some Intermountain-affiliated plans, which restrict patients to specific facilities. She described the effort required to become in-network with multiple insurers and highlighted that Medicare and other insurers set billing rates that often necessitate negotiation. She stated that, after expenses, the program currently nets approximately \$220 per mammogram, which covers variable costs but does not offset fixed costs, underscoring the need for a hospital partnership to achieve long-term sustainability.

Mayor Ramsey noted that the one-year grace period has concluded and acknowledged that Ms. Vanzo is actively pursuing partnerships with hospital systems. She clarified that the Council's decision centers on whether to extend the temporary allowance for Ms. Vanzo to park the Boob Bus at her property.

City Attorney Ryan Loose provided procedural guidance for the Council's deliberation. He explained that the previous motion allowing a one-year grace period was open-ended and suggested two options; the Council could either make a decision during the current study meeting or provide direction for staff to draft a resolution for consideration at the next regular meeting. He noted that, since the original motion pertained to an ordinance amendment, the Council could clarify the intent and timeline through a separate motion, either by amending the prior motion or by directing staff to prepare appropriate documentation to formalize the extension.

Mayor Ramsey stated that the original one-year period did not feel indefinite and was intended to provide a reasonable timeframe, with perhaps a short grace period of a week or two. She emphasized, however, that staff requires clear direction from the Council on how to proceed.

City Attorney Loose noted that, even if the original one-year timeframe was clear, the applicant has returned with a request for additional time and provided justification. He advised that it is appropriate for the Council to deliberate based on that request, as the decision now depends on whether the Council is willing to grant an extension beyond the original period.

Mayor Ramsey acknowledged the applicant's request for an extension and reflected that, a year ago, she had not anticipated revisiting the issue at this time. She noted the difficulty in describing the original timeframe but emphasized that the discussion is now necessary.

Council Member Shelton expressed support for amending the agenda at the next meeting to address the extension. He acknowledged that the applicant is actively working to find a solution and noted that, given the challenges her business is facing, the Council should avoid placing additional burdens on her during this process.

City Attorney Loose clarified that the Council could choose to deliberate on the extension either during the current meeting or at the next regular meeting. He noted that since the item was placed on the agenda for this meeting, it is appropriate for discussion now, and members of the public would expect to see the discussion if they attended.

Council Member Zander asked whether the Council has any willingness to reconsider granting the applicant a variance, noting that the previous vote on the matter was 3–2 against approval. She inquired if the Council might revisit the decision in light of the applicant's current request.

City Attorney Ryan Loose clarified that the request is not technically a variance. He explained that the issue involves a potential amendment to the city code, which would apply generally and not solely to the applicant. Any change would affect all future applicants in similar circumstances.

Council Member Zander asked whether there is any interest among Council members in revisiting the code amendment, noting that opinions may have shifted since the vote a year ago. She inquired if any members are now more open to considering the change.

Council Member Johnson stated that she is not and that revisiting the code amendment could have broader implications beyond the applicant, including potential impacts on city infrastructure such as roads, and expressed caution for that reason.

Council Member Shelton stated that he would not be comfortable revisiting the code amendment.

City Manager Dustin Lewis noted that he had received a complaint that day regarding a commercial vehicle being continuously parked in front of a resident's home, highlighting that the issue could have broader community implications.

Council Member Zander referenced the previous discussion, stating the prior discussion included language specifying that any allowance or variance would apply only for a medical-related situation.

Council Member Johnson responded that including such language would effectively broaden the allowance, as many situations could be considered "special," making it difficult to limit the provision to a specific case.

Council Member Zander concluded that there does not appear to be interest among the Council to revisit or broaden the code amendment for this situation.

Mayor Ramsey redirected the discussion to the matter at hand, noting that the applicant has requested an extension of the grace period through Labor Day of the following year. She emphasized that the Council needs to express their position and decide how to proceed.

Council Member Shelton expressed support for granting the extension, noting that the applicant is actively working toward a resolution. He observed that viable storage options are limited and that requiring alternative arrangements would place additional strain on a business that is not yet financially sustainable. He indicated he is open to facilitating the applicant's efforts.

City Attorney Loose explained that the Council could establish a specific extension period, such as a set number of months, and include the option for the applicant to return for further discussion if warranted. He noted that the exact timeline is uncertain but suggested one year as a reasonable period. He also clarified that, beyond the Council's direction, staff has discretion in enforcement and typically would allow a reasonable timeframe before pursuing any formal action.

Council Member Johnson suggested the option of having the applicant return in six months to provide an update before granting a full one-year extension. She expressed concern about creating a recurring cycle of extensions and emphasized the need to monitor progress while remaining supportive.

Council Member Harris expressed support for Council Member Johnson's suggestion.

City Attorney Loose stated that a formal motion at the next meeting may not be necessary. He explained that the Council has provided sufficient direction to staff, and the discussion can be documented in the minutes. Staff can then place the item back on a future agenda as needed.

Council Member Zander respectfully disagreed with the six-month update suggestion and stated support for granting the full extension through Labor Day, or even until October 31. She emphasized that negotiating with businesses is challenging, the applicant has indicated she cannot complete the process in six months, and there have been no complaints from neighbors. She expressed that imposing a tighter timeline would unfairly burden a small business and affirmed her preference to honor the applicant's request fully to allow the business to succeed.

City Attorney Ryan Loose informed the Mayor and Council that, according to code enforcement, there has been a recent complaint regarding the applicant's commercial vehicle.

Council Member Zander inquired whether the recent complaint came from a neighbor or from someone passing by.

Senior Code Compliance Inspector Audrey Cullimore clarified that the complaint was not recent and occurred during the initial period. She explained that it was more related to a personal dislike of the situation rather than a formal code violation.

Council Member Zander acknowledged that the complaint occurred long ago, during the initial discussion of the issue.

Mayor Ramsey responded to Council Member Zander's comments, noting that the City has not hindered the applicant. She emphasized that although parking the bus at her property is not ordinarily allowed, the City has sought to support a workable solution rather than enforce immediate restrictions. She explained that even a six-month extension would result in a total of a year and a half of temporary allowance, highlighting the City's intent to be flexible. She then asked the applicant how optimistic she is about forming partnerships with the hospitals to establish a permanent solution.

Ms. Vanzo emphasized the urgency of securing a hospital partnership, stating that without it, her business would not survive. She noted that other large vehicles, such as school buses, regularly park in her neighborhood and expressed concern about being singled out. She explained that she has been transparent and diligent in following city procedures and reiterated her request for a one-year extension. She emphasized that the request is not a tactic to delay compliance but a necessary step to ensure the business can continue operating.

Council Member Zander asked the Council to clarify whether they are willing to grant the applicant the requested extension through next year.

Council Member Harris stated that the critical factor for the applicant's business is securing a hospital partnership, not the specific length of the extension. He noted that whether the extension is six months or a year will not affect the ultimate outcome, as the business's viability depends on forming that partnership. He expressed support for granting the requested 12 month extension, acknowledging that the next period will be decisive for the applicant's business.

Council Member McGuire asked the applicant how long she has been in discussions with the hospitals regarding a potential partnership.

Ms. Vanzo stated that discussions with the hospitals began in May, indicating she has been actively pursuing a partnership for several months. She also explored other options, including purchasing a property zoned for commercial use, but determined that rezoning for mixed use was not possible. She emphasized her desire to remain in South Jordan for her family and confirmed that the hospitals have been reviewing her business's tax returns and plans as part of the due diligence process.

Council Member McGuire confirmed that he now has an accurate understanding of the timeline and expressed support for granting the full one-year extension.

Council Member Shelton and Council Member Johnson indicated their agreement and support for the one-year extension.

City Attorney Ryan Loose confirmed that the Council has provided clear direction for a one-year extension. He noted that the Council could specify the end date as requested by the applicant, establishing the extension through Labor Day 2026.

Council Member McGuire clarified that his support for the extension is based on the applicant actively being in the due diligence process with the hospitals, allowing negotiations to proceed and potentially lead to a sustainable solution for her business.

Mayor Ramsey expressed full support for the applicant and appreciation for the work she is doing. She emphasized that the Council's discussion is not intended to be discriminatory and acknowledged the importance of the Boob Bus program. She also asked whether the extension would be brought back as a formal resolution at a future meeting or if it would be handled differently.

City Attorney Ryan Loose explained that, since the Council specified a one-year extension, staff has discretion to implement it. He noted that with the clarified end date provided by the Council, the extension is clearly defined and can be managed administratively without needing further formal action at this time.

Mayor Ramsey confirmed that, with the Council's direction and clarified end date, the extension does not need to be brought back for a formal vote at another meeting. She thanked the applicant and wished her success with the business, noting its importance and the impact of such matters on the community.

Council Member Johnson motioned to recess the City Council Study Meeting and move to Executive Closed Session to discuss the character, professional competence, physical or mental health of an individual. Council Member Zander seconded the motion. Vote was 5-0, unanimous in favor.

RECESS CITY COUNCIL STUDY MEETING AND MOVE TO EXECUTIVE CLOSED SESSION

F. Executive Closed Sessions: 5:10 p.m.

- F.1. Discuss the character, professional competence, physical or mental health of an individual.

ADJOURN EXECUTIVE CLOSED SESSION AND RETURN TO CITY COUNCIL STUDY MEETING

Council Member Harris motioned to adjourn the Executive Closed Session and move back to the City Council Study Meeting. Council Member Shelton seconded the motion. Vote was 5-0, unanimous in favor.

Council Member Johnson motioned to adjourn the September 16, 2025 City Council Study Meeting. Council Member Shelton seconded the motion. Vote was 5-0, unanimous in favor.

ADJOURNMENT

The September 16, 2025 City Council Study Meeting adjourned at 6:32 p.m.

SOUTH JORDAN CITY
CITY COUNCIL MEETING

SEPTEMBER 16, 2025

Present: Mayor Dawn R. Ramsey, Council Member Don Shelton, Council Member Patrick Harris, Council Member Kathie Johnson, Council Member Tamara Zander, Council Member Jason McGuire, City Manager Dustin Lewis, Assistant City Manager Jason Rasmussen, Assistant City Manager Don Tingey, City Attorney Ryan Loose, CFO Sunil Naidu, Fire Chief Chris Dawson, Assistant Fire Chief Ryan Lessner, Director of Engineering & City Engineer Brad Klavano, Associate Director of Recreation Brad Vaske, Associate Director of Public Works Colby Hill, Emergency/Safety Manager Aaron Sainsbury, Director of Planning & Economic Development Brian Preece, Director of Administrative Services Melinda Seager, Director of Human Resources Teresa Cook, CTO Matthew Davis, Senior System Administrator Phill Brown, GIS Coordinator Matt Jarman, Deputy City Recorder Ambra Holland, Senior Code Compliance Inspector Audrey Cullimore, Emergency/Safety Manager Aaron Sainsbury

Absent:

Other (Electronic) Attendance: Carol Brown, Joe Z, tara's iPhone (2), Evan

Other (In-Person) Attendance: Coles Family, Jeff Rose, Sabrina Kasner, Diana Baun, Leslie Schow, Laura Darby, Beckstrom's, Robin Pierce, Rav Herget, Taleece Herget, Lotta Tep, Candice Randall, Debbie Hermensen, Justin Berg, Natalie Berg, Miley Berg, Michele Gatti, Judi Gatti

6:38 P.M.
REGULAR MEETING

A. Welcome, Roll Call, and Introduction - By Mayor Dawn R. Ramsey

Mayor Ramsey welcomed everyone present and introduced the meeting.

B. Invocation – By Sego Church Lead-Pastor, Chris Bechtel

Lead-Pastor Chris Bechtel read a scripture and offered the invocation.

C. Pledge of Allegiance – By Communications Manager/PIO, Rachael Van Cleave

Communications Manager/PIO, Rachel Van Cleave led the audience in the Pledge of Allegiance.

Mayor Ramsey took a moment of personal privilege to share her recent experience traveling to China with her husband. She described the trip as remarkable, highlighting the beauty of the country and the kindness of the people she met. Reflecting on the experience, she expressed

profound gratitude for the freedoms and blessings in the United States, emphasizing the value of the nation and its principles. She noted that the experience reinforced her appreciation for the Pledge of Allegiance and the American flag, which she honored through her attire that evening.

D. Mayor and Council Reports:

Council Member Johnson provided an update on mosquito abatement efforts. She reported that the proposed tax increase had been reviewed and following their due diligence, the increase has been reduced from 99 cents to 77 cents per average household. She noted that the corresponding impact on businesses has also decreased, though she did not specify the exact amount.

Council Member McGuire reported on recent community and city activities. He highlighted attending the “Get to the River” event at the Jordan River, noting the Arts Council’s tie-dye activity for children and commending staff, particularly Associate Director of Recreation Brad Vaske, for relocating the fishing pond to Mulligans Golf Course due to construction at 11400 South. He also encouraged residents to visit the Senior Art Show at the community center, praising the talent of participating seniors. He mentioned the upcoming November play, *Forever Plaid*, and indicated plans to announce two popular shows for next year. Additionally, he reported on the recent legislative policy committee meeting, which Council Members Johnson and Council Member Shelton also attended. He discussed potential state legislative changes that could limit the city’s land use authority and impose caps on revenue for taxing entities, urging the Council to stay informed as these decisions could impact local governance and services.

Council Member Harris reported that he has been traveling throughout the Midwest and has conducted city business and resident interactions remotely. He noted that work has continued effectively but had no specific updates to report.

Council Member Zander highlighted the natural amenities and recreational opportunities in the area, emphasizing the quality of trail systems throughout the city, county, and state. She noted her recent time spent on trails in Bountiful, American Fork Canyon, and Butterfield Canyon, and discussed ongoing efforts with city staff to connect Bingham trails in response to resident feedback valuing walking and biking paths. Additionally, she shared her experience visiting the Healing Field in Sandy City on September 11, which features over 2,000 American flags representing those who lost their lives during the 9/11 attacks. She reflected on the personal impact of walking among the flags, discussing the significance of firefighters, police officers, and other victims. She encouraged others to visit the memorial and shared that she used the visit as an opportunity to teach her grandson about public safety and service.

Council Member Shelton highlighted participation in the Jordan River Commission events, including speaking at the kickoff and attending the “Get to the River” festival. He shared his appreciation for receiving a tie-dyed shirt created by Arts Council Coordinator Tiffany Parker, describing it as both creative and wearable. He also attended a lecture at the Gale Museum on the industrial history of the Jordan River. He discussed his involvement with the senior art show judging, noting the difficulty in selecting from the high-quality submissions. He reported participation in Utah League of Cities and Towns legislative policy committee meetings, as well as the Governor’s Commission on Housing Affordability, where he advocated for the city’s land

use authority and residents' rights to comment on nearby developments. He also attended Water School in southern Utah, gaining insights on water delivery, financing, and conservation efforts, noting that South Jordan is performing well in water conservation and encouraging residents to utilize available rebates. He concluded by emphasizing ongoing engagement with residents and city staff to address community concerns and expressed appreciation for their collaboration.

Mayor Ramsey provided an overview of recent city and regional activities. She expressed gratitude for time spent on a personal trip and for the council's support during her absence. She reported on her work with the Wasatch Front Regional Council (WFRC), which oversees long-term transit, transportation, land use, and economic development planning across the region. She noted that South Jordan's station area plans for all fixed rail stops have been completed and certified ahead of the December legislative deadline, while many other areas in the region are still pending. She also described ongoing collaboration with neighboring cities and partner agencies, including Jordan School District, Salt Lake County, and local mayors, emphasizing the importance of regional cooperation. She highlighted hosting officials from Orem City to showcase the development at America First Square and downtown Daybreak. She recognized the contributions of community leaders, including Chris and Hannah Bechtel, for their engagement and leadership in local initiatives. She concluded by acknowledging the breadth of work undertaken to support South Jordan residents and expressed appreciation for the opportunity to represent the city.

Council Member Harris motioned to amend the September 16, 2025 City Council Meeting Agenda to move item E. Public Comment to after item G. Council Member Johnson seconded the motion; vote was 5-0, unanimous in favor.

F. Presentation Items:

- F.1. Proclamation of the City of South Jordan In Recognition of Sawyer Coles and Copeland Coles. *(By Fire Chief, Chris Dawson & Mayor Dawn R. Ramsey)*

Fire Chief Dawson provided a detailed recognition of the Coles family for their exemplary actions during a residential fire that occurred on June 8, 2025, highlighting the significance of preparedness, presence of mind, and quick decision-making in emergency situations. The presentation took place during the City Council meeting in conjunction with Emergency Preparedness Month (September) and Fire Prevention Month (October), months dedicated to educating the community on fire safety, including the importance of having a structured escape plan and practicing exit drills in the home. Chief Dawson explained that 10-year-old Sawyer and her six-year-old brother Copeland were home alone when smoke detectors alerted them to a fire in their family room shortly after 9:30 a.m. The smoke detectors were functional, which immediately provided the children with a crucial warning. Upon discovering smoke and flames emanating from the couch, Sawyer quickly assessed the situation and took command, demonstrating leadership and presence of mind beyond her years. The children first attempted to exit through the front door, but the doorknob was slippery and would not turn. Recognizing the danger and the need for a secondary plan, Sawyer led Copeland to a back sliding door as an alternate exit, ensuring their safe evacuation. Notably, Sawyer also remembered to gather the family dog, demonstrating her calm prioritization of all household members. She closed the sliding

door behind them, a critical action that helped to contain the fire and prevent its rapid spread. After safely exiting, Sawyer retrieved her phone and called her father, who instructed the children to go to a neighbor's house while he contacted 911. Surveillance footage confirmed the severity of the fire conditions inside the home, showing that the interior became fully engulfed in smoke and unsafe within minutes, emphasizing how narrowly disaster was averted. Chief Dawson emphasized that the Coles family's actions were a textbook example of fire safety and emergency preparedness. Sawyer's leadership, decisive thinking, and ability to execute the family's emergency plan effectively prevented what could have been a tragic outcome. The presentation underscored the importance of teaching families, especially children, how to respond to emergencies, highlighting that preparedness can save lives. The City Council formally recognized the Coles family for their courage and the significance of their actions, noting that their response exemplified the very lessons emergency preparedness programs aim to instill in the community. Chief Dawson concluded by commending Sawyer and Copeland for turning a potentially tragic event into a story of bravery, resilience, and the practical application of fire safety education. This recognition not only honored the Coles family but also served as a powerful demonstration to the community of how preparedness, knowledge, and quick action can make a life-saving difference.

Mayor Ramsey expressed pride in Sawyer and Copeland Coles for their actions during the June 8, 2025, residential fire, emphasizing their courage and quick thinking. Mayor Ramsey read the proclamation (Attachment A) into the record and invited the Coles family to the front to present a formal proclamation and take a photograph in recognition of the children's bravery.

F.2. Proclamation of the City of South Jordan Constitution Week 2025. *(By Mayor Dawn R. Ramsey)*

Mayor Ramsey read the proclamation (Attachment B) into the record and invited the Daughters of the American Revolution to the front to present a formal proclamation and take a photograph in recognition of Constitution Week 2025.

The Daughters of the American Revolution presented a Certificate of Award to the City of South Jordan City Council, recognizing their outstanding work in upholding and promoting the ideals of the Constitution of the United States. The award was presented by the Spirit of America Chapter of the National Society Daughters of the American Revolution in South Jordan.

G. Action Item:

G.1. **Resolution R2025-51**, Adopting the Salt Lake County Hazard Mitigation Plan. *(By Emergency/Safety Manager, Aaron Sainsbury)*

Emergency/Safety Manager Aaron Sainsbury reviewed prepared presentation and handout (Attachment C & D). He emphasized the importance of hazard mitigation for protecting lives, property, and critical infrastructure, noting that natural and human-caused hazards such as earthquakes, wildfires, severe weather, and technological threats pose risks to South Jordan. The plan is essential for long-term community resilience and eligibility for federal funding, including the Hazard Mitigation Grant Program and High Hazard Potential Dam Rehabilitation Program, with FEMA approval required. He explained that the 2025 plan updates the 2020 plan,

incorporating historical data, risk modeling, and assessments of local vulnerabilities. It is organized into two volumes: Volume 1 covers county-wide hazard profiles, mitigation strategies, and progress review, while Volume 2 is specific to South Jordan, detailing localized hazards and mitigation measures. The planning process involved collaboration with local governments, state and federal agencies, NGOs, private sector partners, and community stakeholders, including workshops in 2024 to ensure integration and buy-in. Key mitigation strategies included strengthening infrastructure resilience, expanding wildfire fuel reduction projects, enhancing public alert systems such as IPAWS and EAS, and integrating mitigation with land use planning. Sainsbury noted that adoption of the plan demonstrates leadership in risk reduction and ensures continued eligibility for state and federal disaster funding. He emphasized that the plan is updated every five years and remains fluid, adapting to new hazards and lessons learned from emergencies. The next step is for the City Council to adopt Volumes 1 and 2, after which the plan will be submitted to Salt Lake County, the Utah Division of Emergency Management, and FEMA. Adoption reinforces South Jordan's commitment to preparedness, resilience, and public safety.

Mayor Ramsey asked for clarification on the scope of participation in the Salt Lake County Multi-Jurisdictional Hazard Mitigation Plan, noting that while there are five school districts in the county, only two had signed off on the plan. She referenced the executive summary, which indicated participation from 23 cities and towns and two school districts, and sought to understand why the remaining districts were not included.

Emergency/Safety Manager Sainsbury responded that only two school districts opted to participate in the plan; Jordan School District and Canyons School District. He added that he was unsure why the other school districts chose not to participate in the plan.

Council Member Shelton asked about individual and family preparedness in the event of a serious disaster in Salt Lake County, specifically how long residents would need to be self-sufficient before expecting assistance from city, county, or other governmental agencies.

Emergency/Safety Manager Sainsbury responded that residents should be prepared to support themselves for a minimum of 96 hours (four days) following a major disaster. He noted that this is an update from the previous 72-hour recommendation and emphasized that resources are limited, for example, the city has only five ambulances for nearly 90,000 residents, so the length of self-sufficiency required depends on the scale of the event.

Council Member McGuire motioned to approve Resolution R2025-51, Adopting the Salt Lake County Hazard Mitigation Plan. Council Member Zander seconded the motion.

Roll Call Vote

Council Member McGuire - Yes

Council Member Zander - Yes

Council Member Harris - Yes

Council Member Johnson - Yes

Council Member Shelton – Yes

The motion passed with a vote of 5-0.

E. Public Comment:

Mayor Ramsey opened the public comment portion of the meeting.

Jennifer Zollinger (Resident) – She stated that she holds a current professional educator license in the State of Utah and has worked in early childhood education for over 25 years and is the owner of Seed to Sprout Preschool. She currently owns and operates Seed to Sprout Preschool, a licensed home occupation business in South Jordan. She explained that the demand for early childhood education in the city is high, noting that she currently has 43 families on her waitlist for this school year alone, which clearly indicates a need for more preschool placements in the community. She said she was speaking not only on her own behalf but also on behalf of other licensed in-home preschool business owners. Together, they are asking the City Council to review and clarify ambiguous language in the home occupation ordinance, Section 5.38.030, as it pertains to the regulation of home-based preschools. She read from the ordinance, which states that “preschools for up to eight students may be conducted as home occupations in accordance with provisions of this chapter, with the following and other conditions as determined by the City Council; maximum two sessions per day and maximum four sessions per week.” It also states that days and hours of operation shall be provided for review. She shared that before applying for her business license in March 2022, she contacted the Business Licensing Department for clarification. Based on the intended schedule she provided, their interpretation was that two classes of eight children each, with a combined total of five sessions per week, would meet the requirement of the ordinance. She stated that she has email documentation confirming this interpretation and that her license was approved in September 2022 under those terms. However, she noted that recent code enforcement actions suggest a new interpretation that limits preschools to four total sessions per week rather than per class, creating confusion and concern among licensed providers. She stated that this enforcement change jeopardizes access to preschool placements for dozens of South Jordan families. Most local preschools, she explained, follow a model in which three-year-olds attend two days per week and four-year-olds attend three days per week. She said this is a developmentally appropriate schedule that helps build children’s stamina, social skills, and readiness for kindergarten, which is now full day for most children. She said that a strict four-sessions-per-week cap for a preschool as a whole makes it impossible to follow best practices or meet community demand. She respectfully requested that the City Council review and clarify the language in the ordinance to define the number of students per class, sessions per day, and sessions per week per class. She also asked that the ordinance be aligned with intended enforcement practices so providers can confidently comply and families can continue to access quality early education. She concluded by thanking the Council for their service to the community and said she had supporting documents to submit (Attachment E). She also noted that several businesses that recently received code violations are hoping for a prompt review so they can plan how to continue serving currently enrolled families.

Dan Beckstrom (Resident) - He stated that he had spoken at the previous month’s meeting to request accountability from City Attorney Ryan Loose, the prosecutors, and the police department regarding complaints he had filed. He noted that his neighbor, who is the subject of those complaints, had attended the council meeting two weeks after his initial appearance and criticized the city and police for allegedly wasting funds responding to his complaints about harassment and privacy violations. He said it has now been four weeks since his prior comments, and he has not

received any communication from the police department. He mentioned that he spoke briefly with City Attorney Loose two days after the last meeting and was told that discussions were underway with the police department about screening the charges, but no updates have followed. He expressed concern over what he described as an apathetic response from the city toward enforcing laws related to privacy and stalking. He explained that his neighbor has cameras pointed into his secured backyard and has submitted videos and sworn affidavits to the police department monitoring his family's activities. He said his family feels constantly watched, filmed, and surveilled, and that while they have received citations for minor ordinance violations, more serious criminal violations by his neighbor have not been addressed. He stated that after his neighbor's previous comments about "wasting resources," his family has continued to experience harassment. He noted that in the past three years, his neighbor has called authorities roughly a dozen times, compared to the six calls he has made in eight years. He said these calls include reports to zoning, code enforcement, and other agencies. He also reported that the Salt Lake County Health Department visited his property earlier that day to investigate another unsubstantiated claim made by his neighbor. His wife, who works overnight shifts, had her sleep disrupted to accommodate the inspection. He said his neighbor should not know what is happening in his yard, but that continued surveillance through new cameras allows him to make ongoing complaints. He concluded by saying he would not exceed his allotted time and would avoid getting into further details. He urged the city to use the tools available under statute to stop the harassment and requested that he not be left waiting another four weeks without a response.

Mayor Ramsey closed the public comment portion of the meeting.

Mayor Ramsey thanked all participants for their input. She stated that some of the concerns raised would need to be discussed further outside the meeting, as several issues may fall outside the City Council's authority. She noted that staff would follow up with Mr. Beckstrom regarding his concerns and confirmed that the city would also review the preschool ordinance referenced during public comment.

H. Staff Reports and Calendaring Items:

City Manager Dustin Lewis informed the Council that the South Valley Chamber of Commerce Titan Awards will take place on October 29 at 6:00 p.m. He requested that Council Members confirm their availability to attend the event either after the meeting or by email.

Council Member Shelton requested that staff review the home preschool ordinance to clarify requirements and ensure these programs can operate effectively to provide quality education. He also suggested that code compliance temporarily pause enforcement actions related to home preschools until the ordinance review is complete.

Mayor Ramsey acknowledged that the council needs more information regarding code compliance findings. She agreed that staff should review the home preschool ordinance and provide options to the council to clarify requirements and inform potential enforcement decisions.

City Manager Lewis confirmed the council's direction to pause any enforcement action on home-based preschools and suggested scheduling the topic for the next available work session. The

council agreed, so staff will prepare background information for discussion and provide options for further direction at that meeting.

Council Member Zander motioned to adjourn the September 16, 2025 City Council Meeting. Council Member Johnson seconded the motion; vote was 5-0 unanimous in favor.

ADJOURNMENT

The September 16, 2025 City Council Meeting adjourned at 7:44 p.m.

UNAPPROVED

South Salt Lake Valley Mosquito Abatement District

2026 Proposed Tax Increase

Public Hearing December 8th, 2025 at 6:00 p.m. (District Offices)

Virtual Link (Zoom: <https://us02web.zoom.us/j/81630315463>)

Proposed Increase: \$320,000

Proposed 2026 Property Tax Revenue: \$1,420,000

Background Points

- No change in rate since 2012
- No effective change in rate since 2002 (prior to tax increase and tax lower for building construction)
- Population growth of over 200,000 individuals and 72,000 homes with same tax rate
- Inflation and price increase (over 6% in 2024)
- Innovation stagnation

Tax Increase Utilization

Cost Stabilization for Essential Services:

\$160,000

- Sustain current service levels without interruption (assessed at 4 years)
- Operate above negative net position.
- Integrate Public Relations and Black Fly Programs back into operation.
- Maintain Financial Health

Operational Enhancements:

\$100,000

- Expand to drone-based surveillance and treatment.
- Upgrading data system for faster response and better tracking.
- Implementing ecologically conscious targeted control measures.

Capital Increase:

\$60,000

- Meet the needs of future capital projects
- Modernize fleet and equipment
- Expand laboratory

Cost To Average Home Owner

Average Home Cost: \$600,000

Current Tax Rate: \$2.64 (yearly)

Proposed Tax Rate: \$3.41 (yearly)

Tax Increase:

\$.77 increase (yearly)

Paid with residential property taxes

Cost to Business Owners

Average Business Property: \$600,000

Current Tax Rate: \$4.80 (yearly)

Proposed Tax Rate: \$6.20 (yearly)

Tax Increase:

\$1.40 increase (yearly)

Paid with business property taxes

NOTICE OF PROPOSED TAX INCREASE

SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT

The SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT is proposing to increase its property tax revenue.

The SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT tax on a \$600,000 residence would increase from \$2.64 to \$3.41, which is \$0.77 per year.

The SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT tax on a \$600,000 business would increase from \$4.80 to \$6.20, which is \$1.40 per year.

If the proposed budget is approved, SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT would receive an additional \$320,000 in property tax revenue per year as a result of the tax increase. If the proposed budget is approved, SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT would increase its property tax budgeted revenue by 29.09% above last year's property tax budgeted revenue excluding eligible new growth.

The SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT invites all concerned citizens to a public hearing for the purpose of hearing comments regarding the proposed tax increase and to explain the reasons for the proposed tax increase. You have the option to attend or participate in the public hearing in person or online.

PUBLIC HEARING

Date/Time: 12/8/2025 6:00 pm

Location: District Offices Conference Room
7308 Airport Road
West Jordan

Virtual Meeting Link: <https://us02web.zoom.us/j/81630315463>

To obtain more information regarding the tax increase, citizens may contact the SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT at 801-255-4651 or visit sslvmad.utah.gov

Tax Increase Instructions

Item G.1.

The advertisement shall be published be published **for at least 14 days before** the day on which the taxing entity conducts the public hearing in the following locations:

- 1) Electronically in accordance with Section 45-1-101: on a website established by the collective efforts of Utah newspapers. **www.utahlegals.com**
- 2) On the Utah Public Notice Website under Section 63A-16-601
www.utah.gov/pmn/
- 3) As a Class A notice under Section 63G-30-102.
- 4) Publish the public notice on the entitiy's official website.

The advertisement shall state that the taxing entity will meet on a certain day, time, and place in the advertisement. The exact wording for the advertisement can be found in 59-2-919.

The scheduled hearing shall not be held less than **ten (10) days after** the mailing of the "Notice of Property Valuation and Tax Change" by the county auditor.

The scheduled meeting on the proposed tax increase may coincide with the hearing on the proposed budget.

The hearing shall begin at or after **6:00 PM**

The public hearing must be open to the public and held at a meeting with no other items on the agend other than discussion and action on the taxing entity's intent to levy a tax rate that exceeds the taxing entity's certified tax rate, budget,or a special districts fee implementation.

The public hearing needs to be available for individuals to attend or participate either in person or remotely through electronic means.

If another meeting is needed to finalize the tax increase, the details of the meeting (place, date, time) must be announced at the end of the public hearing.

Please see our website for more information.

<https://propertytax.utah.gov/tax-increases/>

On behalf of the Village at High Ridge community, I am submitting our proposed agenda to present to city council along with a supporting letter that I believe covers all the information you requested.

Agenda Items:

1. Introduction
2. Reasons for dissolving the Village at High Ridge HOA
3. Presentation of the city engineer's report and findings
4. Discussion of strategies to minimize costs to the city upon takeover

Attached Letter:

We have included a formal letter outlining, in detail, our reasons for requesting that the City of South Jordan assume ownership and maintenance of our neighborhood's water retention area, the park strips along 3600 West, and to allow the formal dissolution of the Village at High Ridge HOA.

Lastly, if at all possible, we request to be placed on the agenda for the October 21st city council meeting.

Thank you for your assistance, and please let me know if any further information is required prior to the meeting.

John Friesen

Board member of the Village at High Ridge HOA

On behalf of the Village at High Ridge community, we respectfully submit this request for the City of South Jordan to assume ownership and maintenance of our neighborhood's water retention area, the park strips along 3600 West, and to allow the formal dissolution of the Village at High Ridge HOA.

Our neighborhood is small, consisting of just 37 homes. Since its inception, the HOA has struggled to fulfill the purpose for which it was created. Despite the best efforts of homeowners who have served on the board, the HOA has not been able to provide meaningful value to the community. Below, we outline the primary reasons why city ownership is the most logical and beneficial solution:

1. The HOA Was Never Properly Established

The initial HOA management company chosen by the builder was ineffective. During the construction and sales process, the builder promised amenities—such as a playground—that were later determined not to be feasible.

From the beginning, this created distrust and dissatisfaction among homeowners, and the community has never recovered from that poor foundation, even after changing HOA managers.

2. Lack of Participation and Governance Challenges

The HOA has created more stress and division among neighbors than unity. There is an overwhelming lack of support or willingness to assist with its operation.

In 2020/2021, we changed property management companies in hopes of improving engagement and creating a more effective plan for the neighborhood. Unfortunately, even with this change, we continue to struggle with homeowner participation and involvement.

Our bylaws require five board members, yet for years we have averaged only three. Despite repeated calls for volunteers, no homeowners are willing to serve.

Of 37 homes, 14 are rentals, leaving 23 families to rotate board positions. Of those homeowners, roughly half attend HOA meetings but decline to serve themselves. This leaves the remaining three board members with no reprieve.

Homeowners are increasingly dissatisfied with the HOA and the monthly fee of \$50, which goes almost entirely to watering and mowing the water retention area and park strips.

3. The Green Space Is a Shared Community Asset — Not Solely an HOA Asset

The green space and retention area are not used exclusively by Village at High Ridge residents.

Multiple homes on Loma Linda Lane have direct gate access. The fence is on their property, meaning any locks would be placed on private property.

Recently, we discovered that our water retention area is listed on Google Maps as “Diamond Park.” This has led to increased foot traffic from teenagers, families, and pets.

Paradigm High School students also use the space, often jumping fences to enter. This creates safety concerns if a child were injured or the fence were damaged. Trash from lunches is also commonly found, and while the school has attempted to mitigate this, results have been minimal.

As such, a small group of 37 homeowners is carrying the full financial burden of maintaining a space that is effectively open to the public. This is neither equitable nor sustainable.

4. Limited Amenities and Lack of Value

The water retention space currently includes two benches and a small permanent awning with no seating. Attempts to add enhancements (such as a playground) have been denied or met with insurmountable roadblocks. Homeowners are not interested in assuming additional liability.

In reality, the HOA functions solely to water grass and cover legal liability—not to provide meaningful value or improve the community.

Conclusion

For these reasons, we believe the dissolution of the Village at High Ridge HOA and the transfer of responsibility for the green space and park strips to the City of South Jordan is the most practical and fair solution. This transition will relieve homeowners of an unsustainable burden while ensuring that a shared community space is maintained appropriately for the benefit of all.

John Friesen

Board member of the Village at High Ridge HOA

RESOLUTION R2025 - 56**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE CITY OF SOUTH JORDAN MAYOR TO SIGN A FRANCHISE AGREEMENT WITH XO COMMUNICATIONS SERVICES, LLC.**

WHEREAS, XO Communications Services, LLC (“XO”) is a telecommunication services company that provides a variety of telecommunication services to businesses; and

WHEREAS, the City of South Jordan entered into a franchise agreement with XO on June 16, 2015 (Resolution R2015-48), to allow XO to construct, operate, and maintain a telecommunications service network in the City's rights-of-way and/or on the City's utility poles; and

WHEREAS, the 2015 agreement expired after XO failed to renew the agreement; and

WHEREAS, XO and the City desire to enter into a franchise agreement, allowing XO to continue operating in the City in consideration of paying the franchise tax.

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 authorizes Mayor Dawn R. Ramsey to sign the agreement with XO, which is attached as EXHIBIT A.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

<<SIGNATURE ON FOLLOWING PAGE>>

**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 Johnson	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
Anna Crookston, City Recorder

Approved as to form:



Office of the City Attorney

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“Agreement”) is entered into by and between the City of South Jordan, Utah, a municipal corporation and political subdivision of the State of Utah (“CITY”), with its principal offices at 1600 W. Towne Center Dr., South Jordan, Utah 84095, and XO Communications Services, LLC (“XO”), a Delaware Limited Liability Company (“PROVIDER”), with its principal offices at One Verizon Way, Basking Ridge NJ 07920.

W I T N E S S E T H:

WHEREAS, PROVIDER desires to provide telecommunications transmission services within CITY and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of CITY: and

WHEREAS, CITY has enacted Chapter 5, Title 80 of the South Jordan City Municipal Code (hereinafter the “Telecommunications System Franchises Ordinance”) which governs the application and review process for Telecommunication Franchises in CITY; and

WHEREAS, CITY, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public for PROVIDER to have a nonexclusive franchise to operate a telecommunications network in CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, CITY and PROVIDER agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and PROVIDER.

1.2 Ordinance. CITY has adopted the Telecommunications System Franchises Ordinance which is attached to this Agreement as Exhibit “A” and incorporated herein by reference. PROVIDER acknowledges that it has had an opportunity to read and become familiar with the Telecommunication System Franchises Ordinance. The parties agree that the terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunication System Franchises Ordinance. The definitions in the Telecommunication System Franchises Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require PROVIDER to comply with any provision of the Telecommunication System Franchises Ordinance which is determined to be unlawful or beyond CITY’s authority.

1.3 Ordinance Amendments. CITY reserves the right to amend Telecommunication System Franchises Ordinance at any time. CITY shall give PROVIDER notice and an opportunity to be heard concerning any proposed amendments. If there is any inconsistency between PROVIDER’s rights and obligations under the Telecommunication System Franchises Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, PROVIDER agrees to comply with any such amendments.

1.4 Franchise Description. The franchise provided hereby shall confer upon PROVIDER the nonexclusive right, privilege, and franchise to own, construct, maintain, lease, use, and operate a telecommunications network in, under, above, and across the present and future public rights-of-way in CITY. The franchise does not grant to PROVIDER the right, privilege or authority to engage in community antenna (or Cable) television business; although, nothing contained herein shall preclude PROVIDER from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize PROVIDER's system within CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Licenses. PROVIDER acknowledges that it has obtained the necessary approvals, licenses, or permits required by federal and state law to fulfill its obligations consistent with the provisions of this Agreement and with the Telecommunication System Franchises Ordinance.

1.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.

ARTICLE 2. FRANCHISE TAX

2.1 Municipal Telecommunications License Tax. For the Franchise granted herein, PROVIDER shall pay to CITY a municipal telecommunications license tax pursuant to the Municipal Telecommunications License Tax Act adopted by the State. UCA § 10-1-401 *et seq.* and CITY'S Telecommunications Service Providers Tax Ordinance. SJCC § 3.20 *et seq.*

2.2 Equal Treatment. CITY agrees that if any service forming part of the base for calculating the franchise fee under this Agreement is, or becomes, subject to competition from a third party, CITY will either impose and collect from such third party a fee or tax on gross revenues from such competing service in the same percentage specified herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of CITY, or waive collection of the fees provided for herein that are subject to such competition.

ARTICLE 3. TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to PROVIDER shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by PROVIDER upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to CITY's representative designated herein written notice of PROVIDER's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of PROVIDER upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between PROVIDER and CITY, or by revocation or forfeiture, PROVIDER shall have the right to remove from CITY's rights-of-way any and all of its system, but in such event, it shall be the duty of PROVIDER, immediately

upon such occurrence, to restore the rights-of-way from which such system is removed to as good a condition as the same was before the removal was effected.

ARTICLE 4. PUBLIC USE RIGHTS

4.1 CITY Uses of Poles and Overhead Structures. CITY shall have the right, without cost, to use all poles owned by PROVIDER within CITY for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by CITY shall be for activities owned, operated, or used by CITY for any public purposes and shall not include the provision of telecommunications service to third parties.

4.2 Limitations on Use Rights. Nothing in this Agreement shall be construed to require PROVIDER to alter the manner in which PROVIDER operates and maintains its equipment. Such CITY attachments, if any, shall be installed and maintained in accordance with the reasonable requirements of PROVIDER and the current National Electrical Safety Code. CITY attachments shall be attached or installed only after written approval by PROVIDER, which approval will be processed in a timely manner and will not be unreasonably withheld.

4.3 Maintenance of CITY Facilities. CITY's use rights shall also be subject to the parties reaching an agreement regarding CITY's maintenance of CITY attachments.

ARTICLE 5. POLICE POWERS

CITY expressly reserves, and PROVIDER expressly recognizes, CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 6. CHANGING CONDITIONS, SEVERABILITY, AND ASSIGNMENT

6.1 Meet to Confer. PROVIDER and CITY recognize that many aspects of PROVIDER's business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way PROVIDER conducts its business and the way CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, PROVIDER and CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

6.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications System Franchise Ordinance is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory, or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal, or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision,

all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, “material consideration” for CITY is its ability to collect a municipal telecommunications license tax during the term of this Agreement and its ability to manage its affairs in a manner similar to that provided in this Agreement, the Telecommunications System Franchise Ordinance, and CITY’S Excavation Permit Ordinance. For PROVIDER, “material consideration” is its ability to use the City rights-of-way for telecommunication purposes in a manner similar to that provided in this Agreement, and CITY’S Ordinance regulating CITY’s rights-of-way.

6.3 Assignment. If PROVIDER is the subject of a sale, merger, transfer or assignment, or is disposed of in whole or in part by ordinary sales, consolidation, or otherwise such that its successor entity is obligated to inform or seek the approval of the Public Service Commission of Utah, PROVIDER or its successor shall notify CITY of the nature of the transaction. The notification shall include the successor entity’s certification that it unequivocally agrees to all of the terms of this Agreement. Upon receipt of a notification in accordance with this section CITY shall send notice affirming the transfer/assignment of the Agreement to the successor entity. If CITY has good cause to believe that the successor entity may not comply with this Agreement, it may require an application for the transfer/assignment.

ARTICLE 7. EARLY TERMINATION, REVOCATION OF FRANCHISE, AND OTHER REMEDIES

7.1 Grounds for Termination. CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

7.1.1 PROVIDER fails to make timely payments of the franchise tax required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by CITY of such failure;

7.1.2 PROVIDER, by act or omission, materially violates a material duty herein set forth in any particular within PROVIDER’s control, and with respect to which redress is not otherwise herein provided. In such event, CITY, acting by or through its city council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving PROVIDER notice of such determination, PROVIDER, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, PROVIDER shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day period provided above, CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of PROVIDER; or

7.1.3 PROVIDER becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities installed along the public rights-of-way within CITY should be sold under an instrument to secure a debt and is not redeemed by PROVIDER within sixty (60) days.

7.2 Reserved Rights. Nothing contained herein shall be deemed to preclude PROVIDER from pursuing any legal or equitable rights or remedies it may have to challenge the action of CITY.

7.3 Remedies at Law. In the event PROVIDER or CITY fails to fulfill any of its respective obligations under this Agreement, CITY or PROVIDER, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of CITY and PROVIDER. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 8. PARTIES' DESIGNEES

8.1 CITY Designee and Address. City Manager or his or her designee(s) shall serve as CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or elsewhere required by statute or ordinance, all notices from PROVIDER or CITY pursuant to or concerning this Agreement, shall be delivered to CITY's representative at South Jordan City Hall, 1600 W. Towne Center Dr., South Jordan, Utah 84095, or such other officer and address as CITY may designate by written notice to PROVIDER.

8.2 PROVIDER Designee and Address. PROVIDER's designee(s) shall serve as PROVIDER's representative regarding administration of this Agreement. Unless otherwise specified herein or subsequently changed by written notice to CITY, all notices from CITY to PROVIDER, pursuant to or concerning this Agreement, shall be delivered to 5858 900 E, Murray, UT 84121, or such other officer and address as PROVIDER may designate by written notice to CITY.

8.3 Failure of Designee. The failure or omission of CITY's or PROVIDER's representative to act shall not constitute any waiver or estoppels by CITY or PROVIDER.

ARTICLE 9. INSURANCE AND INDEMNIFICATION

9.1 Insurance. Prior to commencing operations in CITY pursuant to this Agreement, PROVIDER shall furnish to CITY evidence that it has adequate general liability and property damage insurance. The parties agree that the form, amount and scope of coverage of the insurance policy set forth in Exhibit "B" hereto shall be accepted by CITY as fulfilling the obligations of this Article.

9.2 Indemnification. PROVIDER agrees to indemnify, defend and hold CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from PROVIDER's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by CITY in defense of such claims. CITY shall promptly give written notice to PROVIDER of any claim, demand, lien, liability, or damage, with respect to which CITY seeks indemnification and, unless in CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, CITY shall permit PROVIDER to assume the defense of such with counsel of PROVIDER's choosing, unless CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, PROVIDER shall not be obligated to indemnify, defend or hold CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of CITY.

ARTICLE 10. INSTALLATION

10.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within CITY's rights-of-way, PROVIDER shall coordinate with CITY and other providers or users of CITY's rights-of-way, when such cuts and excavations will be made. When possible, installation, repairs or maintenance of lines and facilities within CITY's rights-of-way shall be made in the same trench and at the time other installations, repairs, or maintenance of facilities are conducted within CITY's rights-of-way. CITY will give PROVIDER a schedule of street repairs in advance of CITY work which scheduled may be subject to change based upon funding. In addition, CITY will hold regular meetings with PROVIDER to provide updates to road projects and opportunities to share costs on burying lines.

10.2 Underground Installation. Unless otherwise provided, all of PROVIDER's facilities within CITY shall be constructed underground. PROVIDER may be permitted to install facilities overhead if: (1) it is infeasible to go underground at the time; (2) lines can be placed on already existing poles; and (3) PROVIDER agrees to move its facilities underground when CITY directs and so long as CITY, at the same time, directs other franchisees with overhead facilities in the same location to move their facilities underground.

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1 Binding Agreement. The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

11.2 Utah Law. This Agreement shall be interpreted pursuant to Utah law.

11.3 Time of Essence. Time shall be of the essence of this Agreement.

11.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and

the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11.5 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

11.6 Amendments. This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

11.7 Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

[SIGNATURE PAGE FOLLOWS]

SIGNED AND ENTERED INTO THIS _____ day of _____, 2025.

“CITY”

CITY OF SOUTH JORDAN, a Utah Municipal Corporation

By: _____
Dawn R. Ramsey
Mayor

ATTEST: _____
City Recorder

Approved as to Form:

R. n. Loose

Attorney for City

State of Utah)
ss:
County of Salt Lake)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Dawn R. Ramsey the Mayor of the City of South Jordan, a Utah municipal corporation, on behalf of said municipal corporation by authority of its City Council.

Notary Public
My commission expires:
Residing at:

“PROVIDER”

XO Communications Services, LLC

By: _____

(Print name and title above)

State of _____)
ss:
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the _____ of _____, on behalf of the company.

Notary Public
Notary registration number:
My commission expires:

EXHIBIT "A"

Item I.1.

Chapter 5.80 TELECOMMUNICATIONS SYSTEM FRANCHISES

5.80.010: DECLARATION OF FINDING AND INTENT:

- A. Findings Regarding Rights Of Way: The city finds that the rights of way within the city:
1. Are critical to the travel and transport of persons and property in the business and social life of the city;
 2. Are intended for public uses and must be managed and controlled consistent with that intent;
 3. Can be partially occupied by the facilities of utilities and other public service entities delivering utility and public services rendered for profit, to the enhancement of the health, welfare and general economic well being of the city and its citizens; and
 4. Are a unique and physically limited resource requiring proper management to maximize the efficiency and to minimize the costs to the taxpayers of the foregoing uses and to minimize the inconvenience to and negative effects upon the public from such facilities' construction, placement, relocation and maintenance in the rights of way.
- B. Finding Regarding Compensation: The city finds that the right to occupy portions of the rights of way for limited times for the business of providing telecommunications services is a valuable use of a unique public resource that has been acquired and is maintained at great expense to the city and its taxpayers, and, therefor, the taxpayers of the city should receive fair and reasonable compensation for use of the rights of way.
- C. Finding Regarding Local Concern: The city finds that while telecommunications systems are in part an extension of interstate commerce, their operations also involve rights of way, municipal franchising and vital business and community service, which are of local concern.
- D. Finding Regarding Promotion Of Telecommunications Services: The city finds that it is in the best interests of its taxpayers and citizens to promote the rapid development of telecommunications services, on a nondiscriminatory basis, responsive to community and public interest, and to assure availability for municipal, educational and community services.
- E. Findings Regarding Franchise Standards: The city finds that it is in the interests of the public

to franchise and to establish standards for franchising providers in a manner that:

1. Fairly and reasonably compensates the city on a competitively neutral and nondiscriminatory basis as provided herein;
2. Encourages competition by establishing terms and conditions under which providers may use valuable public property to serve the public;
3. Fully protects the public interests and the city from any harm that may flow from such commercial use of rights of way;
4. Protects the police powers and rights of way management authority of the city in a manner consistent with federal and state law;
5. Otherwise protects the public interests in the development and use of the city infrastructure;
6. Protects the public's investment in improvements in the rights of way; and
7. Ensures that no barriers to entry of telecommunications providers are created and that such franchising is accomplished in a manner that does not prohibit or have the effect of prohibiting telecommunications services within the meaning of the telecommunications act of 1996 ("act") (PL no. 96-104).

F. Power To Manage Rights Of Way: The city adopts the telecommunications ordinance codified in this chapter pursuant to its power to manage the rights of way, pursuant to common law, the Utah constitution and statutory authority, and to receive fair and reasonable compensation for the use of rights of way by providers as expressly set forth by section 253 of the act. (Ord. 97-15; amd. Ord. 2000-22)

5.80.020: SCOPE OF CHAPTER:

This chapter shall provide the basic local scheme for providers of telecommunications services and systems that require the use of the rights of way, including providers of both the system and service, those providers of the system only, and those providers who do not build the system but who only provide services. This chapter shall apply to all future providers and to all providers in the city prior to the effective date of the ordinance codified in this chapter, whether operating with or without a franchise as set forth in section 5.80.540 of this chapter. (Ord. 97-15)

5.80.030: EXCLUDED ACTIVITY:

A. Cable TV: This chapter shall not apply to cable television operators otherwise regulated by other state, federal or municipal franchises or ordinances.

Item 1.1.

B. Wireless Services: This chapter shall not apply to personal wireless service facilities.

C. Provisions Applicable To Excluded Providers: Providers excused by other law that prohibits the city from requiring a franchise shall not be required to obtain a franchise, but all of the requirements imposed by this chapter through the exercise of the city police power and not preempted by other law shall be applicable. (Ord. 97-15)

5.80.040: DEFINITIONS:

For purposes of this chapter, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this section, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the single number include the plural number, words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

APPLICATION: The process by which a provider submits a request and indicates a desire to be granted a franchise to utilize the rights of way of all, or a part, of the city. An "application" includes all written documentation, verbal statements and representations, in whatever form or forum, made by a provider to the city concerning: the construction of a telecommunications system over, under, on or through the rights of way; the telecommunications services proposed to be provided in the city by a provider; and any other matter pertaining to a proposed system or service.

CITY: South Jordan City, Utah.

COMPLETION DATE: The date that a provider begins providing services to customers in the city.

CONSTRUCTION COSTS: All costs of constructing a system, including make ready costs, other than engineering fees, attorney or accountant fees, or other consulting fees.

CONTROL OR CONTROLLING INTEREST: Actual working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments or negative control, as the case may be, of the system or of a provider. A rebuttable presumption of the existence of "control" or a "controlling interest" shall arise from the beneficial ownership, directly or indirectly, by any person, or group of persons acting in concert, of more than thirty five percent (35%) of any provider (which person or group of persons is hereinafter referred to as "controlling person"). "Control" or "controlling interest", as used herein, may be held simultaneously by more than one person or group of persons.

FCC: The federal communications commission, or any successor thereto.

FRANCHISE: The rights and obligations extended by the city to a provider to own, lease, construct, maintain, use or operate a system in the rights of way within the boundaries of the city. Any such authorization, in whatever form granted, shall not mean or include: a) any other permit or authorization required for the privilege of transacting and carrying on a business within the city required by the ordinances and laws of the city; b) any other permit, agreement or authorization required in connection with operations on rights of way or public property, including, without limitation, permits and agreements for placing devices on or in poles, conduits or other structures, whether owned by the city or a private entity, or for excavating or performing other work in or along the rights of way.

FRANCHISE AGREEMENT: A contract entered into in accordance with the provisions of this chapter between the city and a franchisee that sets forth, subject to this chapter, the terms and conditions under which a franchise will be exercised.

GROSS REVENUE: Includes all revenues of a provider that may be included as gross revenue within the meaning of Utah Code Annotated title 11, chapter 26, as amended. In the case of any provider not covered within the ambit of Utah Code Annotated title 11, chapter 26, the definition of "gross revenue" shall be that set forth in the franchise agreement.

INFRASTRUCTURE PROVIDER: A person providing to another, for the purpose of providing telecommunication services to customers, all or part of the necessary system which uses the rights of way.

OPEN VIDEO SERVICE: Any video programming services provided to any person through the use of rights of way, by a provider that is certified by the FCC to operate an open video system pursuant to sections 651 et seq., of the telecommunications act (47 USC title VI, part V), regardless of the system used.

OPEN VIDEO SYSTEM: The system of cables, wires, lines, towers, wave guides, fiber optic, microwave, laser beams, and any associated converters, equipment or facilities designed and constructed for the purpose of producing, receiving, amplifying or distributing open video services to or from subscribers or locations within the city.

OPERATOR: Any person who provides service over a telecommunications system and directly or through one or more persons owns a controlling interest in such system, or who otherwise controls or is responsible for the operation of such a system.

ORDINANCE OR TELECOMMUNICATIONS ORDINANCE: The telecommunications ordinance codified in this chapter concerning the granting of franchises in and by the city for the construction, ownership, operation, use or maintenance of a telecommunications system.

PSC: The public service commission, or any successor thereto.

PERSON: Means and includes any individual, corporation, partnership, association, joint stock company, trust, or any other legal entity, but not the city.

PERSONAL WIRELESS SERVICES FACILITIES: Has the same meaning as provided in

section 704 of the telecommunications act (47 USC 332(c)(7)(c)), which includes what is commonly known as cellular and PCS services that do not install any system or portion of a system in the rights of way. Item I.1.

PROVIDER: An operator, infrastructure provider, reseller or system lessee.

RESELLER: Refers to any person that provides local exchange service over a system for which a separate charge is made, where that person does not own or lease the underlying system used for the transmission.

RIGHTS OF WAY: The surface of and the space above and below any public street, sidewalk, alley, or other public way of any type whatsoever, now or hereafter existing as such within the city.

SIGNAL: Any transmission or reception of electronic, electrical, light or laser or radio frequency energy or optical information in either analog or digital format.

SYSTEM LESSEE: Refers to any person that leases a system or a specific portion of a system to provide services.

TELECOMMUNICATIONS: The transmission, between or among points specified by the user, of information of the user's choosing (e.g., data, video and voice), without change in the form or content of the information sent and received.

TELECOMMUNICATIONS SERVICE OR SERVICES: Any telecommunications or communications services provided by a provider within the city that the provider is authorized to provide under federal, state and local law, and any equipment and/or facilities required for and integrated with the services provided within the city, except that these terms do not include "cable service", as defined in the cable communications policy act of 1984, as amended by the cable television consumer protection and competition act of 1992 (47 USC 521 et seq.), and the telecommunications act. "Telecommunications service" or "services" also includes an open video system.

TELECOMMUNICATIONS SYSTEM OR SYSTEMS: All conduits, manholes, poles, antennas, transceivers, amplifiers and all other electronic devices, equipment, wire and appurtenances owned, leased, or used by a provider, located in the rights of way and utilized in the provision of services, including fully digital or analog, voice, data and video imaging and other enhanced telecommunications services. "Telecommunications system" or "systems" also includes an open video system.

WIRE: Fiber optic telecommunications cable, wire, coaxial cable, or other transmission medium that may be used in lieu thereof for similar purposes. (Ord. 97-15; amd. Ord. 2000-2; 2003 Code)

5.80.050: NONEXCLUSIVE FRANCHISE:

The city is empowered and authorized to issue nonexclusive franchises governing the

Exhibit "A" to Franchise Agreement
Page 5 of 21

installation, construction, operation, use and maintenance of systems in the city rights of v Item I.1.
accordance with the provisions of this chapter. The franchise is granted through a franchise
agreement entered into between the city and provider. (Ord. 97-15)

5.80.060: EVERY PROVIDER MUST OBTAIN:

Except to the extent exempted by federal or state law, every provider must obtain a franchise from the city prior to constructing a telecommunications system or providing telecommunications services, and every provider must obtain a franchise before constructing an open video system or providing open video services via an open video system and shall be subject to the customer service and consumer protection provisions applicable to the cable TV companies. The fact that particular telecommunications systems may be used for multiple purposes does not obviate the need to obtain a franchise for other purposes. By way of illustration and not limitation, a cable operator of a cable system must obtain a cable franchise, and, should it intend to provide telecommunications services over the same system, must also obtain a telecommunications franchise. (Ord. 97-15)

5.80.070: NATURE OF GRANT:

A franchise shall not convey title, equitable or legal, in the rights of way. A franchise is only the right to occupy rights of way on a nonexclusive basis for the limited purposes and for the limited period stated in the franchise; the right may not be subdivided, assigned or subleased, except as may be expressly provided in a franchise agreement. A franchise does not excuse a provider from obtaining appropriate access or pole attachment agreements before colocating its system on the property of others, including the city's property. This section shall not be construed to prohibit a provider from leasing conduit to another provider, so long as the lessee has obtained a franchise. (Ord. 97-15; amd. Ord. 2000-22)

5.80.080: CURRENT PROVIDERS:

Except to the extent exempted by federal or state law, any provider acting without a franchise on the effective date of the ordinance codified in this chapter shall request issuance of a franchise from the city within ninety (90) days of the effective date of the ordinance codified in this chapter. If such request is made, the provider may continue providing service during the course of negotiations. If a timely request is not made, or if negotiations cease and a franchise is not granted, the provider shall comply with the provisions of section 5.80.460 of this chapter. (Ord. 97-15)

5.80.090: NATURE OF FRANCHISE:

Item I.1.

The franchise granted by the city under the provisions of this chapter shall be a nonexclusive franchise providing the right and consent to install, operate, repair, maintain, remove and replace its system on, over and under the rights of way in order to provide services. (Ord. 97-15)

5.80.100: REGULATORY APPROVAL NEEDED:

Before offering or providing any services pursuant to the franchise, a provider shall obtain any and all regulatory approvals, permits, authorizations or licenses for the offering or provision of such services from the appropriate federal, state and local authorities, if required, and shall submit to the city upon the written request of the city evidence of all such approvals, permits, authorizations or licenses. (Ord. 97-15)

5.80.110: TERM:

No franchise issued pursuant to this chapter shall have a term of less than five (5) years or greater than fifteen (15) years. Each franchise shall be granted in a nondiscriminatory manner. (Ord. 97-15)

5.80.120: COMPENSATION:

As fair and reasonable compensation for any franchise granted pursuant to this chapter, a provider shall have the following obligations:

- A. Application Fee: In order to offset the cost to the city to review an application for a franchise and in addition to all other fees, permits or charges, a provider shall pay to the city, at the time of application, five hundred dollars (\$500.00) as a nonrefundable application fee. The application fee shall also be paid when an amendment to an application is filed with the city.
- B. Franchise Fees: The franchise fee, if any, shall be set forth in the franchise agreement. The obligation to pay a franchise fee shall commence on the completion date. The franchise fee is offset by any business license tax or fee enacted by the city.

C. Excavation Permits: The provider shall also pay fees required for an excavation permit as provided in the city excavation permit chapter¹. (Ord. 97-15)

5.80.130: TIMING:

Unless otherwise agreed to in the franchise agreement, all franchise fees shall be paid on a monthly basis within forty five (45) days of the close of each calendar month. (Ord. 97-15)

5.80.140: FEE STATEMENT AND CERTIFICATION:

Unless a franchise agreement provides otherwise, each fee payment shall be accompanied by a statement showing the manner in which the fee was calculated and shall be certified as to its accuracy. (Ord. 97-15)

5.80.150: FUTURE COSTS:

A provider shall pay to the city or to third parties, at the direction of the city, an amount equal to the reasonable costs and expenses that the city incurs for the services of third parties (including, but not limited to, attorneys and other consultants) in connection with any renewal or provider initiated renegotiation, transfer, amendment or other modification of this chapter or a franchise; provided, however, that the parties shall agree upon a reasonable financial cap at the outset of negotiations. Any costs associated with any work to be done to provide space on city owned poles shall be borne by the provider. (Ord. 97-15; amd. Ord. 2000-22)

5.80.160: TAXES AND ASSESSMENTS:

To the extent taxes or other assessments are imposed by taxing authorities, other than the city on the use of the city property as a result of a provider's use or occupation of the rights of way, the provider shall be responsible for payment of its pro rata share of such taxes, payable annually unless otherwise required by the taxing authority. Such payments shall be in addition to any other fees payable pursuant to this chapter. (Ord. 97-15)

5.80.170: INTEREST ON LATE PAYMENTS:

Item I.1.

In the event that any payment is not actually received by the city on or before the applicable date fixed in the franchise, interest thereon shall accrue from such date until received at the rate charged for delinquent state taxes. (Ord. 97-15)

5.80.180: NO ACCORD AND SATISFACTION:

No acceptance by the city of any fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of such fee payment be construed as a release of any claim the city may have for additional sums payable. (Ord. 97-15)

5.80.190: NOT IN LIEU OF OTHER TAXES OR FEES:

The fee payment is not a payment in lieu of any tax, fee or other assessment except as specifically provided in this chapter, or as required by applicable law. By way of example, and not limitation, excavation permit fees are not waived and remain applicable. (Ord. 97-15)

5.80.200: CONTINUING OBLIGATION AND HOLDOVER:

In the event a provider continues to operate all or any part of the system after the term of the franchise, such operator shall continue to comply with all applicable provisions of this chapter and the franchise, including, without limitation, all compensation and other payment provisions throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal or other extension of the franchise, nor as a limitation on the remedies, if any, available to the city as a result of such continued operation after the term, including, but not limited to, damages and restitution. (Ord. 97-15)

5.80.210: COSTS OF PUBLICATION:

A provider shall assume any publication costs associated with its franchise that may be required by law. (Ord. 97-15)

5.80.220: FRANCHISE APPLICATION:

Item I.1.

To obtain a franchise to construct, own, operate, maintain or provide services through any system within the city, to obtain a renewal of a franchise granted pursuant to this chapter, or to obtain the city approval of a transfer of a franchise, as provided in section 5.80.350 of this chapter, granted pursuant to this chapter, an application must be filed with city on a form provided by the city. (Ord. 97-15)

5.80.230: APPLICATION CRITERIA:

In making a determination as to an application filed pursuant to this chapter, the city may, but shall not be limited to, request or consider the following:

- A. Obtaining an order from the PSC granting a certificate of convenience and necessity, if any is necessary for provider's offering of services within the state; and
- B. Certification of the provider's financial ability to compensate the city for the provider's intrusion, maintenance and use of the rights of way during the franchise term proposed by the provider; and
- C. Provider's agreements to comply with the requirements of this chapter; and
- D. Prior to making any attachments to poles, the willingness to enter into a pole attachment agreement with the city. (Ord. 97-15; amd. Ord. 2000-22)

5.80.240: FRANCHISE DETERMINATION:

The city, in its discretion, shall determine the award of any franchise on the basis of these and other considerations relevant to the use of the rights of way, without competitive bidding. (Ord. 97-15)

5.80.250: GENERAL REQUIREMENTS:

No provider shall receive a franchise unless it agrees to comply with each of the terms set forth in this chapter governing construction and technical requirements for its system, in addition to any other requirements or procedures specified by the city or the franchise, including requirements regarding colocation and cost sharing. A provider shall obtain a city excavation permit pursuant to chapter 12.08 of this code before commencing any work in the rights of way. (Ord. 97-15)

5.80.260: QUALITY:

All work involved in the construction, operation, maintenance, repair, upgrade and removal of the system shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. If, at any time, it is determined by the FCC or any other agency granted authority by federal law or the FCC to make such determination, that any part of the system, including, without limitation, any means used to distribute signals over or within the system, is harmful to the public health, safety or welfare, or quality of service or reliability, then a provider shall, at its own cost and expense, promptly correct all such conditions. (Ord. 97-15)

5.80.270: LICENSES AND PERMITS:

A provider shall have the sole responsibility for diligently obtaining, at its own cost and expense, all permits, licenses or other forms of approval or authorization necessary to construct, operate, maintain, upgrade or repair the system, including, but not limited to, any necessary approvals from persons and/or the city to use private property, easements, poles and conduits. A provider shall obtain any required permit, license, approval or authorization, including, but not limited to, excavation permits, pole attachment agreements, etc., prior to the commencement of the activity for which the permit, license, approval or authorization is required. (Ord. 97-15)

5.80.280: RELOCATION OF THE SYSTEM:

A. New Grades Or Lines: If the grades or lines of any rights of way are changed at any time in a manner affecting the system, then a provider shall comply with the requirements of chapter 12.08 of this code.

B. City Authority To Move System: The city may, at any time, in case of fire, disaster or other emergency, as determined by the city in its reasonable discretion, cut or move any parts of the system and appurtenances on, over or under the rights of way of the city, in which event

the city shall not be liable therefor to a provider. The city shall notify a provider in writing prior to, if practicable, but in any event as soon as possible and in no case later than the next business day following any action taken under this section. Notice shall be given as provided in section 5.80.510 of this chapter.

- C. **Provider Required To Temporarily Move System:** A provider shall, upon prior reasonable written notice by the city or any person holding a permit to move any structure, and within the time that is reasonable under the circumstances, temporarily move any part of its system to permit the moving of said structure. A provider may impose a reasonable charge on any person other than the city for any such movement of its systems.
- D. **Rights Of Way Change; Obligation To Move System:** When the city is changing any rights of way and makes a written request, a provider is required to move or remove its system from the rights of way, without cost to the city, to the extent provided in chapter 12.08 of this code. This obligation exists whether or not the provider has obtained an excavation permit. (Ord. 97-15)

5.80.290: PROTECT STRUCTURES:

In connection with the construction, operation, maintenance, repair, upgrade or removal of the system, a provider shall, at its own cost and expense, protect any and all existing structures belonging to the city and all designated landmarks, as well as all other structures within any designated landmark district. A provider shall obtain the prior written consent of the city to alter any water main, power facility, sewerage or drainage system, or any other municipal structure on, over or under the rights of way of the city required because of the presence of the system. Any such alteration shall be made by the city or its designee on a reimbursable basis. A provider agrees that it shall be liable for the costs incurred by the city to replace or repair and restore to its prior condition in a manner as may be reasonably specified by the city, any municipal structure or any other rights of way of the city involved in the construction, operation, maintenance, repair, upgrade or removal of the system that may become disturbed or damaged as a result of any work thereon by or on behalf of a provider pursuant to the franchise. (Ord. 97-15)

5.80.300: NO OBSTRUCTION:

In connection with the construction, operation, maintenance, upgrade, repair or removal of the system, a provider shall not unreasonably obstruct the rights of way of fixed guideway systems, railways, passenger travel, or other traffic to, from or within the city without the prior consent of the appropriate authorities. (Ord. 97-15)

5.80.310: SAFETY PRECAUTIONS:

Item I.1.

A provider shall, at its own cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, including the placing and maintenance of proper guards, fences, barricades, security personnel and suitable and sufficient lighting, and such other requirements prescribed by OSHA and Utah OSHA. A provider shall comply with all applicable federal, state and local requirements, including, but not limited to, the national electrical safety code. (Ord. 97-15)

5.80.320: REPAIR:

After written reasonable notice to the provider, unless, in the sole determination of the city, an imminent danger exists, any rights of way within the city which are disturbed or damaged during the construction, operation, maintenance or reconstruction by a provider of its system may be repaired by the city at the provider's expense, to a condition as good as that prevailing before such work was commenced. Upon doing so, the city shall submit to such a provider an itemized statement of the cost for repairing and restoring the rights of ways intruded upon. The provider shall, within thirty (30) days after receipt of the statement, pay to the city the entire amount thereof. (Ord. 97-15 § 1)

5.80.330: SYSTEM MAINTENANCE:

A provider shall:

- A. Install and maintain all parts of its system in a nondangerous condition throughout the entire period of its franchise;
- B. Install and maintain its system in accordance with standard prudent engineering practices and shall conform, when applicable, with the national electrical safety code and all other applicable federal, state and local laws or regulations; and
- C. At all reasonable times, permit examination by any duly authorized representative of the city of the system and its effect on the rights of way. (Ord. 97-15 § 1)

5.80.340: TRIMMING OF TREES:

Item I.1.

A provider shall have the authority to trim trees, in accordance with all applicable utility restrictions, ordinance and easement restrictions, upon and hanging over rights of way so as to prevent the branches of such trees from coming in contact with its system. (Ord. 97-15 § 1)

5.80.350: NOTIFICATION OF SALE:

- A. PSC Approval: When a provider is the subject of a sale, transfer, lease, assignment, sublease or disposed of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, such that it or its successor entity is obligated to inform or seek the approval of the PSC, the provider or its successor entity shall promptly notify the city of the nature of the transaction and, if applicable, request a transfer of the franchise to the successor entity. A request for a transfer shall include a certification that the successor entity unequivocally agrees to all of the terms of the original provider's franchise agreement.
- B. Transfer Of Franchise: Upon receipt of a request to transfer a franchise, the city designee, as provided in section 5.80.430 of this chapter, may send notice approving the transfer of the franchise to the successor entity. Such approval shall not be unreasonably withheld. If the city has reason to believe that the successor entity may not comply with this chapter or the franchise agreement, it may require an application for the transfer. The application shall comply with section 5.80.220 of this chapter. (Ord. 97-15 § 1)

5.80.360: IF PSC APPROVAL NO LONGER REQUIRED:

If the PSC no longer exists, or if its regulations or state law no longer require approval of transactions described in section 5.80.350 of this chapter, then the following events shall be deemed to be a sale, assignment or other transfer of the franchise requiring compliance with section 5.80.350 of this chapter: a) the sale, assignment or other transfer of all or a majority of a provider's assets to another person; b) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in a provider by one or more of its existing shareholders, partners, members or other equity owners so as to create a new controlling interest in a provider; c) the issuance of additional capital stock or partnership, membership or other equity interest by a provider so as to create a new controlling interest in such a provider; or d) the entry by a provider into an agreement with respect to the management or operation of such provider or its system. (Ord. 97-15 § 1)

5.80.370: INSURANCE, INDEMNITY AND SECURITY:

Item I.1.

Prior to the execution of a franchise, a provider will deposit with the city an irrevocable, unconditional letter of credit or surety bond as required by the terms of the franchise, and shall obtain and provide proof of the insurance coverage required by the franchise. A provider shall also indemnify the city as set forth in the franchise. (Ord. 97-15)

5.80.380: OVERSIGHT:

The city shall have the right to oversee, regulate and inspect periodically the construction, maintenance, and upgrade of the system, and any part thereof, in accordance with the provisions of the franchise and applicable law. A provider shall establish and maintain managerial and operational records, standards, procedures and controls to enable a provider to prove, in reasonable detail, to the satisfaction of the city at all times throughout the term, that a provider is in compliance with the franchise. A provider shall retain such records for not less than the applicable statute of limitations. (Ord. 97-15)

5.80.390: MAINTAIN RECORDS:

A provider shall at all times maintain:

- A. On file with the city, a full and complete set of plans, records and "as built" hard copy maps and, to the extent the maps are placed in an electronic format, they shall be made in electronic format compatible with the city's existing GIS system, of all existing and proposed installations and the types of equipment and systems installed or constructed in the rights of way, properly identified and described as to the types of equipment and facility by appropriate symbols and marks which shall include annotations of all rights of ways where work will be undertaken. As used herein, "as built" maps includes "file construction prints". Maps shall be drawn to scale. "As built" maps, including the compatible electronic format, as provided above, shall be submitted within thirty (30) days of completion of work or within thirty (30) days after completion of modification and repairs. "As built" maps are not required of the provider who is the incumbent local exchange carrier for the existing system to the extent they do not exist.
- B. Throughout the term, a provider shall maintain complete and accurate books of account and records of the business, ownership, and operations of a provider with respect to the system in a manner that allows the city at all times to determine whether a provider is in compliance with the franchise. Should the city reasonably determine that the records are not being

maintained in such a manner, a provider shall alter the manner in which the books and records are maintained so that a provider comes into compliance with this section. All financial books and records which are maintained in accordance with the regulations of the FCC and any governmental entity that regulates utilities in the state, and generally accepted accounting principles shall be deemed to be acceptable under this section. (Ord. 97-15)

5.80.400: CONFIDENTIALITY:

If the information required to be submitted is proprietary in nature or must be kept confidential by federal, state or local law, upon proper request by a provider, such information shall be treated as a protected record within the meaning of the Utah government records access and management act (GRAMA), making it available only to those who must have access to perform their duties on behalf of the city; provided, that a provider notifies the city of, and clearly labels the information which a provider deems to be confidential, proprietary information. Such notification and labeling shall be the sole responsibility of the provider. (Ord. 97-15)

5.80.410: PROVIDER'S EXPENSE:

All reports and records required under this chapter shall be furnished at the sole expense of a provider, except as otherwise provided in this chapter or a franchise. (Ord. 97-15)

5.80.420: RIGHT OF INSPECTION:

For the purpose of verifying the correct amount of the franchise fee, the books and records of the provider pertaining thereto shall be open to inspection or audit by duly authorized representatives of the city at all reasonable times, upon giving reasonable notice of the intention to inspect or audit the books and records. The provider agrees to reimburse the city the reasonable costs of an audit if the audit discloses that the provider has paid ninety five percent (95%) or less of the compensation due the city for the period of such audit. In the event the accounting rendered to the city by the provider herein is found to be incorrect, then payment shall be made on the corrected amount within thirty (30) calendar days of written notice, it being agreed that the city may accept any amount offered by the provider, but the acceptance thereof by the city shall not be deemed a settlement of such item if the amount is in dispute or is later found to be incorrect. (Ord. 97-15)

5.80.430: ENFORCEMENT AND REMEDIES:

- A. Enforcement; City Designee: The city is responsible for enforcing and administering this chapter, and the city or its designee, as appointed by the city council, is authorized to give any notice required by law or under any franchise agreement.
- B. Enforcement Provision: Any franchise granted pursuant to this chapter shall contain appropriate provisions for enforcement, compensation and protection of the public, consistent with the other provisions of this chapter, including, but not limited to, defining events of default, procedures for accessing the bond/security fund, and rights of termination or revocation. (Ord. 97-15)

5.80.440: FORCE MAJEURE:

In the event a provider's performance of any of the terms, conditions or obligations required by this chapter or a franchise is prevented by a cause or event not within a provider's control, such inability to perform shall be deemed excused and no penalties or sanctions shall be imposed as a result thereof. For the purpose of this section, causes or events not within the control of a provider shall include, without limitation, acts of God, strikes, sabotage, riots or civil disturbances, failure or loss of utilities, explosions, acts of public enemies, and natural disasters such as floods, earthquakes, landslides and fires. (Ord. 97-15)

5.80.450: EXTENDED OPERATION AND CONTINUITY OF SERVICES:

- A. Continuation After Expiration: Upon either expiration or revocation of a franchise granted pursuant to this chapter, the city shall have discretion to permit or require a provider to continue to operate its system or provide services for an extended period of time not to exceed six (6) months from the date of such expiration or revocation. A provider shall continue to operate its system under the terms and conditions of this chapter and the franchise granted pursuant to this chapter.
- B. Continuation By Incumbent Local Exchange Carrier: If the provider is the incumbent local exchange carrier, it shall be permitted to continue to operate its system and provide services without regard to revocation or expiration, but shall be obligated to negotiate a renewal in good faith. (Ord. 97-15)

5.80.460: REMOVAL OR ABANDONMENT OF FRANCHISE PROPERTY:

Item I.1.

- A. **Abandoned System:** In the event that: 1) the use of any portion of the system is discontinued for a continuous period of twelve (12) months, and thirty (30) days after no response to written notice from the city to the last known address of provider; 2) any system has been installed in the rights of way without complying with the requirements of this chapter or franchise; or 3) the provisions of section 5.80.090 of this chapter are applicable and no franchise is granted, a provider, except the provider who is an incumbent local exchange carrier, shall be deemed to have abandoned such system.
- B. **Removal Of Abandoned System:** The city, upon such terms as it may impose, may give a provider written permission to abandon, without removing, any system, or portion thereof, directly constructed, operated or maintained under a franchise. Unless such permission is granted or unless otherwise provided in this chapter, a provider shall remove within a reasonable time the abandoned system and shall restore, using prudent construction standards, any affected rights of way to their former state at the time such system was installed, so as not to impair their usefulness. In removing its plant, structures and equipment, a provider shall refill, at its own expense, any excavation necessarily made by it and shall leave all rights of way in as good condition as that prevailing prior to such removal without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments. The city shall have the right to inspect and approve the condition of the rights of way cables, wires, attachments and poles prior to and after removal. The liability, indemnity and insurance provisions of this chapter and any security fund provided in a franchise shall continue in full force and effect during the period of removal and until full compliance by a provider with the terms and conditions of this section.
- C. **Transfer Of Abandoned System To City:** Upon abandonment of any system in place, a provider, if required by the city, shall submit to the city a written instrument, satisfactory in form to the city, transferring to the city the ownership of the abandoned system.
- D. **Removal Of Aboveground System:** At the expiration of the term for which a franchise is granted, or upon its revocation or earlier expiration, as provided for by this chapter, in any such case without renewal, extension or transfer, the city shall have the right to require a provider to remove, at its expense, all aboveground portions of a system from the rights of way within a reasonable period of time, which shall not be less than one hundred eighty (180) days. If the provider is the incumbent local exchange carrier, it shall not be required to remove its system, but shall negotiate a renewal in good faith.
- E. **Leaving Underground System:** Notwithstanding anything to the contrary set forth in this chapter, a provider may abandon any underground system in place so long as it does not materially interfere with the use of the rights of way or with the use thereof by any public

5.80.470: PUBLICIZING WORK:

Before entering onto any private property, a provider shall make a good faith attempt to contact the property owners in advance and describe the work to be performed. (Ord. 97-15)

5.80.480: CONFLICTS:

In the event of a conflict between any provision of this chapter and a franchise entered pursuant to it, the provisions of this chapter shall control. (Ord. 97-15)

5.80.490: SEVERABILITY:

If any provision of this chapter is held by any federal, state or local court of competent jurisdiction, to be invalid as conflicting with any federal or state statute, or is ordered by a court to be modified in any way in order to conform to the requirements of any such law and all appellate remedies with regard to the validity of the chapter provisions in question are exhausted, such provision shall be considered a separate, distinct, and independent part of this chapter, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such law is subsequently repealed, rescinded, amended or otherwise changed, so that the provision which had been held invalid or modified is no longer in conflict with such law the provision in question shall return to full force and effect and shall again be binding on the city and the provider; provided, that the city shall give the provider thirty (30) days, or a longer period of time as may be reasonably required for a provider to comply with such a rejuvenated provision, and written notice of the change before requiring compliance with such provision. (Ord. 97-15)

5.80.500: NEW DEVELOPMENTS:

It shall be the policy of the city to liberally amend this chapter, upon application of a provider, when necessary to enable the provider to take advantage of any developments in the field of telecommunications which will afford the provider an opportunity to more effectively, efficiently, or economically serve itself or the public. (Ord. 97-15)

5.80.510: NOTICES:

Item 1.1.

All notices from a provider to the city required under this chapter or pursuant to a franchise granted pursuant to this chapter shall be directed to the officer as designated by the city council. A provider shall provide in any application for a franchise the identity, address and phone number to receive notices from the city. A provider shall immediately notify the city of any change in its name, address, or telephone number. (Ord. 97-15)

5.80.520: EXERCISE OF POLICE POWER:

To the full extent permitted by applicable law either now or in the future, the city reserves the right to adopt or issue such rules, regulations, orders or other directives that it finds necessary or appropriate in the lawful exercise of its police powers. (Ord. 97-15)

5.80.530: CONSTRUCTION:

This chapter shall be construed in a manner consistent with all applicable federal and state statutes. (Ord. 97-15)

5.80.540: CHAPTER APPLICABILITY:

This chapter shall apply to all franchises granted or renewed after the effective date of the ordinance codified in this chapter. This chapter shall further apply, to the extent permitted by applicable federal or state law to all existing franchises granted prior to the effective date of the ordinance codified in this chapter and to a provider providing services, without a franchise, prior to the effective date of the ordinance codified in this chapter. (Ord. 97-15)

5.80.550: OTHER APPLICABLE ORDINANCES:

A provider's rights are subject to the police powers of the city to adopt and enforce ordinances necessary to the health, safety and welfare of the public. A provider shall comply with all applicable general laws and ordinances enacted by the city pursuant to its police powers. In particular, all providers shall comply with the city zoning and other land use requirements. (Ord. 97-15)

5.80.560: CITY FAILURE TO ENFORCE:

Item 1.1.

A provider shall not be relieved of its obligation to comply with any of the provisions of this chapter or any franchise granted pursuant to this chapter by reason of any failure of the city to enforce prompt compliance. (Ord. 97-15)

5.80.570: CONSTRUED ACCORDING TO UTAH LAW:

This chapter and any franchise granted pursuant to this chapter shall be construed and enforced in accordance with the substantive laws of the state. (Ord. 97-15)



CERTIFICATE OF LIABILITY INSURANCE

Item I.1.

DATE(MM/DD/YYYY)
10/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED XO Communications Services, LLC 1095 Avenue of the Americas New York NY 10036 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: LM Insurance Corporation</td><td>33600</td></tr><tr><td>INSURER B: Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C: Liberty Mutual Fire Ins Co</td><td>23035</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: LM Insurance Corporation	33600	INSURER B: Liberty Insurance Corporation	42404	INSURER C: Liberty Mutual Fire Ins Co	23035	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570116179704 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TB2691550588145	06/30/2025	06/30/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$9,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$9,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$9,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$10,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$10,000,000</td></tr></table>	EACH OCCURRENCE	\$9,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$9,000,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$9,000,000	GENERAL AGGREGATE	\$10,000,000	PRODUCTS - COMP/OP AGG	\$10,000,000
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA569D550588095 AOS WC5691550588085 WI, MN	06/30/2025 06/30/2025	06/30/2026 06/30/2026	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td></td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td></td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE-EA EMPLOYEE		\$1,000,000	E.L. DISEASE-POLICY LIMIT		\$1,000,000
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E.L. DISEASE-POLICY LIMIT		\$1,000,000																	

Certificate No : 570116179704

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of South Jordan, UT is included as an Additional Insured with respect to the General Liability policy.

CERTIFICATE HOLDER

City of South Jordan, UT
Attn: City Manager
1600 W. Towne Center Dr.
South Jordan UT 84095 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Page _ of _

SOUTH JORDAN CITY CITY COUNCIL REPORT

Council Meeting Date: October 21, 2025

Issue: An ordinance adopting an amended and updated Storm Drain Impact Fee Facilities Plan (IFFP) & Impact Fee Analysis.

Submitted By: Raymond Garrison, Director of Public Works

Department: Public Works

Staff Recommendation (Motion Ready): Approve Ordinance 2025-18

BACKGROUND

The City has worked with LRB Public Finance Advisors to update the 2017 Storm Drain Impact Fee Analysis & Impact Fee Facilities Plan.

The purpose of the Storm Drain Impact Fee Facilities Plan (IFFP), and Analysis (IFA) is to fulfill the requirements established in Utah Code Title 11 Chapter 36a, the “Impact Fees Act”, and assist South Jordan City (the City) in recouping existing investment and constructing necessary capital improvements. This document will address the appropriate impact fees the City may charge to new growth to maintain the existing level of service (LOS). The following elements are important considerations when completing an IFFP and IFA:

- Demand Analysis
- Level of Service Analysis
- Existing Facility Inventory
- Future Facilities Analysis
- Financing Strategy
- Proportionate Share Analysis

TEAM FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

FINDINGS\CONCLUSIONS: The City does not anticipate any new facilities at this time; thus the impact fee analysis only considers a buy-in to existing facilities. The storm water impact fees proposed in this analysis will be assessed within the entire Service Area. The table below illustrates the appropriate impact fee to maintain the existing LOS, based on the assumptions within this document. The fee below represents the maximum allowable impact fee assignable to new development.

	TOTAL COST	% ELIGIBLE COST	TOTAL ELIGIBLE VALUE	% TO IFA DEMAND	COST TO IFA	ERUS SERVED	COST PER ERU
System Buy-In	\$45,308,370	56.1%	\$25,429,477	6.2%	\$1,577,413	1,974	\$799
Professional Expense	\$10,750	100.0%	\$10,750	100.0%	\$10,750	1,974	\$5
TOTAL	\$45,319,120		\$25,440,227		\$1,588,163		\$804
Prior Impact Fee							\$1,201
% Change							-33%

RECOMMENDATIONS: Adopt Ordinance 2025-18.

FISCAL IMPACT: There is a fee associated with the ordinance. The current fee is being reduced.

ALTERNATIVES:

1. Adopt Ordinance 2025-18 with revisions;
2. Not adopt Ordinance 2025-18

SUPPORT MATERIALS: 2025 Stom Drain Impact Fee Analysis & Impact Fee Facilities Plan

City Council Action Requested:	<u>Raymond Garrison</u>	<u>10/16/2025</u>
	Department Head	Date

ORDINANCE 2025-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ADOPTING AN AMENDED AND UPDATED STORM WATER FACILITIES IMPACT FEE FACILITIES PLAN AND IMPACT FEE ANALYSIS; ADOPTING AN AMENDED AND UPDATED IMPACT FEE FOR STORM WATER FACILITIES; ESTABLISHING SERVICE AREA; AND/OR OTHER RELATED MATTERS.

WHEREAS, the City of South Jordan (the “City”) is a political subdivision of the State of Utah, authorized and organized under the provisions of Utah law; and

WHEREAS, the City has legal authority, pursuant to Title 11, Chapter 36a Utah Code Annotated, as amended (“Impact Fees Act” or “Act”), to impose Impact Fees as a condition of development approval, which impact fees are used to defray capital infrastructure costs attributable to growth activity; and

WHEREAS, the City has historically assessed Impact Fees as a condition precedent to development approval in order to assign capital infrastructure costs to development in an equitable and proportionate manner; and

WHEREAS, in the exercise of its legislative discretion the City Council desires to take a conservative approach in preparing the Impact Fee Facilities Plan (“IFFP”) and Impact Fee Analysis (“IFA”) and in the assessment of an impact fee which may be less than might otherwise be justified by the IFA and IFFP in order to promote economic development, expand the tax base, allow for more job creation, and respond to current economic realities; and

WHEREAS, the City properly noticed its intent to prepare the IFFP and IFA on March 26, 2024 and the City held the required hearing on October 21, 2025; and

WHEREAS, the City has completed a Storm Water Facilities IFFP and IFA which meets the requirements of State Law and City Ordinance; and

WHEREAS, the City Council has directed LRB Financial Advisors (“Consultants”) to prepare a Written Impact Fee Analysis including the Executive Summary of the Impact Fee Analysis consistent and in compliance with the Act specifically 11-36a-303; and

WHEREAS, the City and Consultants retained by the City have reviewed and evaluated the land within the City boundaries and have determined there shall be one service area; and

WHEREAS, the South Jordan City Council has reviewed the Storm Water Facilities IFFP and IFA, and find it in the best interest of the welfare of the residents of the City to adopt the Storm Water Facilities IFFP and IFA and enact a new Storm Water Facility Impact Fee based on the IFFP and IFA.

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

SECTION 1. Purpose.

This Impact Fee Ordinance establishes the City's Storm Water Facilities Impact Fee policies and procedures and repeals certain provisions of prior ordinances related to Storm Water Facilities Impact Fees and conforms to the requirements of the Utah Impact Fees Act (§ 11-36a, the Act). This Ordinance repeals any prior ordinances related to Storm Water Facilities within the Service Area, provides a schedule of Impact Fees for differing types of land-use development, and sets forth direction for challenging, modifying, and appealing Impact Fees.

SECTION 2. Definitions.

Words and phrases that are defined in the Act shall have the same definition in this Impact Fee Ordinance. The following words and phrases shall have the following meanings:

1. "City" means a political subdivision of the State of Utah and is referred to herein as City of South Jordan.
2. "Development Activity" means any construction or expansion of building, structure or use, any change in use of building or structure, or any change in the use of land located within the Service Area that creates additional demand and need for Storm Water Facilities.
3. "Development Approval" means any written authorization from the City that authorizes the commencement of Development Activity and vests the property owner with the right to commence Development Activity, whether or not a specific building permit has been issued.
4. "Impact Fee" means a payment of money imposed upon Development Activity as a condition of development approval. "Impact Fee" includes development Impact Fees, but is not a tax, a special assessment, a hookup fee, a building permit fee, a fee for project improvements, or other reasonable permit or application fees.
5. "Impact Fee Analysis" or ("IFA") means the written analysis required by Section 11-36a-201 of the Act and is included in this ordinance by this reference and attached in Exhibit A.
6. "Impact Fee Facilities Plan" or ("IFFP") means the plan required by Section 11-36a-301 of the Act. In Section 11-36a-301 (3) (a) there is an exception for cities of 5,000 or less in population, based on the latest census. "The City of South caused to be prepared an Impact Fee Facilities Plan in accordance with the Impact Fees Act. The IFFP is to be adopted by passage of this Ordinance, and is included by this reference and attached hereto in Exhibit A."
7. "Project Improvements" includes but is not limited to site improvements and facilities that are planned and designed to provide service for development resulting from a Development Activity and are necessary solely for the use and convenience

of the occupants or users of said Development Activity. “Project Improvements” do not include “System Improvements” as defined below.

8. “Proportionate Share” of the cost of public facility improvements means an amount that is roughly proportionate and reasonably related to the service demands and needs of a Development Activity.
9. “Public Facilities” includes but is not limited to, for purpose of this Ordinance, Storm Water Facilities of the City for the Service Area.
10. “Service Area” refers to a geographic area designated by the City based on sound planning and engineering principles in which a defined set of the City’s Public Facilities provides service. For purposes of this Ordinance, there will be one City-Wide service area. A map of the Service Area is included in Exhibit A attached hereto.
11. “System Improvements” refer both to existing Storm Water Facilities designed to provide services within the Service Areas and to future Storm Water Facilities identified in the Storm Water IFFP adopted by the City that are intended to provide service to the Service Area. “System Improvements” do not include “Project Improvements” as defined above.

SECTION 3. Written Impact Fee Analysis.

1. Executive Summary. A summary of the findings of the written impact fee analysis that is designed to be understood by a lay person is included in the Storm Water IFFP and IFA and demonstrates the need for Impact Fees to be assessed on Development Activity. The Executive Summary has been available for public inspection at least ten (10) days prior to the adoption of this Ordinance.
2. Impact Fee Analysis. The City has commissioned the IFFP and IFA for the Storm Water Impact Fees which identifies the impacts upon City and facilities required by the Development Activity, demonstrates how those impact the City and the facilities required by Development Activity, demonstrates how those impacts on System Improvements are reasonably related to Development Activity, estimates the proportionate share of the costs of impacts on System Improvements that are reasonably related to the Development Activity and identifies how the Impact Fees are calculated. A copy of the Storm Water IFFP and IFA has been available for public inspection at least ten (10) days prior to the adoption of this Ordinance.
3. Proportionate Share Analysis. In connection with the IFFP and IFA, the City has prepared a Proportionate Share analysis which analyzes whether or not the proportionate share of the costs of future Public Facilities is reasonably related to new Development Activity. The Proportionate Share analysis identifies the costs of existing Public Facilities, the manner of financing existing Public Facilities, the

relative extent to which new development will contribute to the cost of existing facilities and the extent to which new development is entitled to a credit for payment towards the costs of new facilities from general taxation or other means apart from user charges in other parts of the City. A copy of the Proportionate Share analysis is included in the written Storm Water Impact Fee Analysis and has been available for public inspection at least ten (10) days prior to the adoption of this Ordinance (See Exhibit A attached).

SECTION 4. Impact Fee Calculations.

1. Ordinance Enacting Impact Fees. The City Council does, by this Ordinance, approve Impact Fees in accordance with the Storm Water IFFP and IFA.
 - a. Elements. In calculating the Impact Fee, the City has included the construction costs, land acquisition costs, costs of improvements, fees for planning, surveying, and engineering services provided for and directly related to the construction of System Improvements, and outstanding or future debt service charges if the City might use Impact Fees as a revenue stream to pay principal and interest on bonds or other obligations to finance the cost of System Improvements.
 - b. Notice and Hearing. In conjunction with the approval of this, the City held a public hearing on October 21, 2025, and made a copy of the Ordinance available to the public in the two (2) South Jordan City Libraries, at least ten (10) days before the date of the hearing, all in conformity with the requirements of Utah Code Annotated 11-36a-502 (1). After the public hearing, the Council adopted this Impact Fee Ordinance as presented herein.
 - c. Contents of the Ordinance. The Ordinance adopting or modifying an Impact Fee contains such detail and elements as deemed appropriate by the Council, including a designation of the Service Area within which the Impact Fees are to be calculated and imposed. The South Jordan Service Area is the only service area, with a map defining its boundaries included in the Storm Water IFFP and IFA. The Ordinance herein includes (i) a schedule of Impact Fees to be imposed for Storm Water Facilities and (ii) the formula to be used by the City in calculating the Impact Fee.
 - d. Adjustments. The standard Impact Fee may be adjusted at the time the fee is assessed:
 - i. in response to unusual circumstances in specific cases;
 - ii. in response to a request for a prompt and individualized impact fee review for the development activity of the state, a school district, or

a charter school and an offset or credit for a public facility for which an impact fee has been or will be collected;

- iii. to ensure that the impact fees are imposed fairly; or
 - iv. to a particular development should the developer supply sufficient studies and data to the City showing a discrepancy between the fee being assessed and the actual impact on the system.
- e. Previously Incurred Costs. To the extent that new growth and Development Activity will be served by previously constructed improvements, the City's Impact Fees may include Public Facility costs and outstanding bond costs related to the Storm Water improvements previously incurred by the City. These costs may include all projects included in the Impact Fee Facilities Plan which are under construction or completed but have not been utilized to their capacity, as evidenced by outstanding debt obligations. Any future debt obligations determined to be necessitated by growth activity may also be included to offset the costs of future capital projects.
- 2. Developer Credits. Development Activity may be allowed a credit against Impact Fees for any dedication or improvement to land or new construction of System Improvements provided by the Development Activity provided that the Development Activity is (i) identified in the City's Impact Fee Facilities Plans and (ii) required by the City as a condition of Development Approval. Otherwise, no credit may be given.
- 3. Impact Fees Accounting. The City will establish a separate interest-bearing ledger account for the Impact Fees collected pursuant to this Ordinance and will conform to the accounting requirements provided in the Impact Fees Act. All interest earned on the collection of Storm Water Impact Fees shall accrue to the benefit of the segregated account. Impact Fees collected prior to the effective date of this Ordinance need not meet the requirements of this section.
 - a. Reporting. At the end of each fiscal year, the City shall prepare a report pursuant to Utah Code Ann, 11-36a-601.
 - b. Impact Fee Expenditures. The City may expend Impact Fees pursuant to Utah Code Ann.§ 11-36a-602 the Impact Fees Policy only for System Improvements that are (i) Public Facilities identified in the City's Impact Fee Facilities Plans and (ii) of the specific public facility type for which the fee was collected. Impact Fees will be expended on a First-In First-Out ("FIFO") basis.
 - c. Time of Expenditure. Impact fees collected pursuant to the requirements of this Impact Fees Ordinance are to be expended, dedicated or encumbered for a permissible use within six years of the receipt of those funds by the

City, unless the City meets other conditions outlined in the Act. For purposes of this calculation, the first funds received shall be deemed to be the first funds expended.

- d. Refunds. The City shall refund any Impact Fees paid by a developer plus interest actually earned when (i) the developer does not proceed with the Development Activity and files a written request for a refund; (ii) the fees have not been spent or encumbered; and (iii) no impact has resulted. An impact that would preclude a developer from a refund from the City may include any impact reasonably identified by the City, including, but not limited to, the City having sized facilities and/or paid for, installed and/or caused the installation of facilities based in whole or in part upon the developer's planned Development Activity even though that capacity may, at some future time, be utilized by another development.
4. Additional Fees and Costs. The Impact Fees authorized hereby are separate from and in addition to user fees and other charges lawfully imposed by the City and other fees and costs that may not be included as itemized component parts of the Impact Fee Schedule. In charging any such fees as a condition of development approval, the City recognizes that the fees must be a reasonable charge for the service provided.
5. Fees Effective at Time of Payment. Unless the City is otherwise bound by a contractual requirement, the Impact Fee shall be determined from the fee schedule in effect at the time of Development Approval and paid in accordance with the provisions of Section 6 below.
6. Imposition of Additional Fee or Refund After Development. Should any developer undertake Development Activities such that the ultimate density or other impact of the Development Activity is not revealed to the City, either through inadvertence, neglect, a change in plans, or any other cause whatsoever, and/or the Impact Fee is not initially charged against all units or the total density within the development, the City shall be entitled to recover the total Impact Fee pursuant the IFFP and IFA from the developer or other appropriate person covering the density for which an Impact Fee was not previously paid.

SECTION 5. Impact Fee Facilities Plan.

1. Impact Fee Facilities Plan. The City has developed a Storm Water IFFP for the City's Storm Water Facilities. The Storm Water IFFP has been prepared based on reasonable growth assumptions for the Service Area, and analyzes the general demand characteristics of current and future users of the system. Furthermore, the IFFP identifies the impact on System Improvements created by Development Activity and estimates the Proportionate Share of the costs of impacts on System Improvements that are reasonably related to new Development Activity.

SECTION 6. Impact Fee Schedules and Formulas.

1. Fee Adoption. The City hereby adopts as the Impact Fee per unit for Storm Water Facilities as found in the South Jordan Storm Water IFFP & IFA and detailed below.

STORM WATER IMPACT FEE PER ERU

	Total Cost	% Eligible Cost	Total Eligible Value	% to IFA Demand	Cost to IFA	ERUs Served	Cost Per ERU
System Buy-In	\$45,308,370	56.1%	\$25,429,477	6.2%	\$1,577,413	1,974	\$799
Professional Expense	\$107,750	100.0%	\$10,750	100.0%	\$10,750	1,974	\$5
TOTAL	\$45,319,120		\$25,440,227		\$1,588,163		\$804
Prior Impact Fee							\$1,201
% Change							-33%

2. Maximum Supportable Impact Fees. The fee schedule included in the Storm Water IFFP and IFA indicates the maximum Impact Fees which the City may impose on development within the defined Service Area and are based upon general demand characteristics and potential demand that can be created by each class of user. The City reserves the right under the Impact Fees Act (Utah Code § 11-36a-402(1)(c)) to assess an adjusted fee to respond to unusual circumstances to ensure that fees are equitably assessed. The City may also decrease the Impact Fee if the developer can provide documentation that the proposed impact will be less than what could be expected given the type of user (Utah Code § 11-36a-402(1)(d)).

SECTION 7. Fee Exceptions and Waivers.

1. Waiver for “Public Purpose”. The City Council may, on a project by project basis, authorize exceptions or waivers to the Impact Fees due from development for those projects the Council determines to be of such benefit to the community as a whole to justify the exception or adjustment. Such projects may include facilities being funded by tax-supported agencies, affordable housing projects, or facilities of a temporary nature. The City Council may elect to waive or adjust Impact Fees in consideration of economic benefits to be received from the Development Activity.
 - a. Procedures. Applications for exceptions are to be filed with the City at the time the developer first requests the extension of service to the respective development or property.

SECTION 8. Appeal Procedure.

1. Any person or entity that has paid an Impact Fee pursuant to this Ordinance may challenge the Impact Fee by filing:
 - a. An appeal to the City pursuant to South Jordan Municipal Code § 16.32.090. If no decision is issued pursuant to South Jordan Municipal Code §16.32.090 within 30 days of a timely filed appeal the appeal will be deemed denied.
 - b. A request for arbitration as provided in Utah Code Ann. § 11-36a-705 as amended; or
 - c. An action in district court.

SECTION 9. Severability. If any section, subsection, paragraph, clause or phrase of this Impact Fee Policy shall be declared invalid for any reason, such decision shall not affect the remaining portions of this Impact Fee Policy, which shall remain in full force and effect, and for this purpose, the provisions of this Impact Fee Ordinance are declared to be severable.

SECTION 10 Interpretation. This Impact Fee Ordinance has been divided into sections, subsections, paragraphs and clauses for convenience only and the interpretation of this Impact Fee Ordinance shall not be affected by such division or by any heading contained herein.

SECTION 11. Effective Date. This Impact Fee Ordinance shall become effective 90 days after the day which this Impact Fee Ordinance is passed and adopted by the South Jordan City Council. Except as otherwise specifically provided herein and according to law, this Impact Fee Ordinance shall not repeal, modify or affect any Impact Fee of the City in existence as of the effective date of this Ordinance, other than those expressly referenced in Section 1 above. All Impact Fees established, including amendments and modifications to previously existing Impact Fees, after the effective date of this Ordinance shall comply with the requirements of this Impact Fee Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED 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 Johnson	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:

Gregory Simonsen
Gregory Simonsen (Oct 16, 2025 13:03:39 MDT)

Office of the City Attorney

Exhibit A

Impact Fee Facilities Plan & Impact Fee Analysis Amendment



LEWIS | ROBERTSON | BURNINGHAM



SOUTH JORDAN, UTAH

SEPTEMBER
2025

IMPACT FEE FACILITIES PLAN (IFFP) & IMPACT FEE ANALYSIS (IFA) **STORM WATER FACILITIES**

PREPARED BY:

LRB PUBLIC FINANCE ADVISORS
FORMERLY LEWIS YOUNG ROBERTSON & BURNINGHAM INC.

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IMPACT FEE FACILITIES PLAN & ANALYSIS CERTIFICATION

IFFP CERTIFICATION

LRB Public Finance Advisors (LRB) certifies that the attached impact fee facilities plan:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and,
3. complies in each and every relevant respect with the Impact Fees Act.

IFA CERTIFICATION

LRB certifies that the attached impact fee analysis:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
3. offsets costs with grants or other alternate sources of payment; and,
4. complies in each and every relevant respect with the Impact Fees Act.

LRB makes this certification with the following caveats:

1. All of the recommendations for implementation of the IFFP and the IFA are followed by City staff and elected officials.
2. If all or a portion of this document is modified or amended, this certification is no longer valid.
3. All information provided to LRB Public Finance Advisors is assumed to be correct, complete, and accurate. This includes information provided by the City as well as outside sources.

LRB PUBLIC FINANCE ADVISORS

DEFINITIONS

The following acronyms or abbreviations are used in this document:

DSA: Daybreak Service Area

ERU: Equivalent Residential Unit

IFA: Impact Fee Analysis

IFFP: Impact Fee Facilities Plan

LOS: Level of Service

LRB: LRB Public Finance Advisors

SECTION 1: EXECUTIVE SUMMARY

The purpose of the Storm Water Impact Fee Facilities Plan (IFFP), and Analysis (IFA) is to fulfill the requirements established in Utah Code Title 11 Chapter 36a, the "Impact Fees Act", and assist South Jordan City (the City) in recouping existing investment and constructing necessary capital improvements. This document will address the appropriate impact fees the City may charge to new growth to maintain the existing level of service (LOS).

- **Service Area:** The service area for storm water impact fees include all areas within the City, less the Daybreak Service Area (DSA).
- **Demand Analysis:** The demand units utilized in this analysis are based on impervious area and estimated equivalent residential units (ERUs). As residential and commercial growth occurs within the City, additional ERUs will be generated. The storm water capital improvements identified in this study are based on maintaining the existing LOS.
- **Level of Service:** The proposed LOS is based on storm events and runoff. **Section 3** of this report further explains the LOS.
- **Excess Capacity:** A buy-in component related to existing storm water infrastructure is included in this analysis.
- **Capital Facilities:** Future system improvements are not included in the calculation of the impact fee.
- **Funding of Future Facilities:** This analysis assumes future growth-related facilities will be funded on a pay-as-you-go basis, utilizing impact fee and utility fee revenues.

PROPOSED STORM WATER IMPACT FEE

The IFFP must meet the legislative requirements found in the Impact Fee Act if it is to serve as a working document in the calculation of impact fees. The calculation of impact fees relies upon the information contained in this analysis. Impact fees are then calculated based on many variables centered on proportionality share and LOS. The table below illustrates the appropriate buy-in fee and professional costs related to the storm water impact fee.

TABLE 1.1: IMPACT FEE PER ERU

	TOTAL COST	% ELIGIBLE COST	TOTAL ELIGIBLE VALUE	% TO IFA DEMAND	COST TO IFA	ERUS SERVED	COST PER ERU
System Buy-In	\$45,308,370	56.1%	\$25,429,477	6.2%	\$1,577,413	1,974	\$799
Professional Expense	\$10,750	100.0%	\$10,750	100.0%	\$10,750	1,974	\$5
TOTAL	\$45,319,120		\$25,440,227		\$1,588,163		\$804
Prior Impact Fee							\$1,201
% Change							-33%

NON-STANDARD STORM WATER IMPACT FEES

The City reserves the right under the Impact Fees Act¹ to assess an adjusted fee that more closely matches the true impact that the land use will have upon the City's storm water system. The adjustment for non-standard storm water impact fees is explained in **Section 6** and could result in a different impact fee if evidence suggests a particular user will create a different impact than what is standard for its category. A developer may submit

¹ 11-36a-402(1)(c)

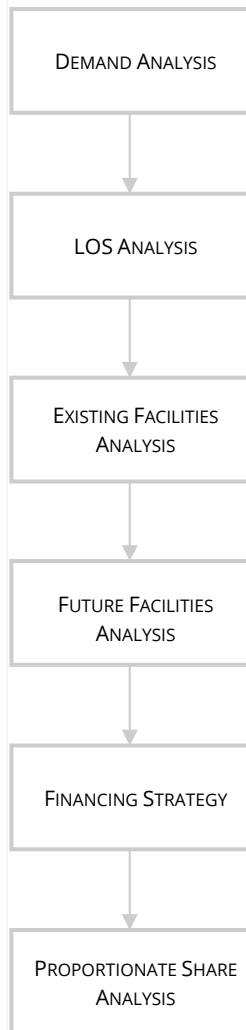
studies and data for a particular development and request an adjustment. The impact fee for non-standard development would be determined based on the run-off and ERU calculations specific to the development, calculated on a case-by-case basis.

FORMULA FOR NON-STANDARD STORM WATER IMPACT FEES:

Calculated ERU * Base Impact Fee/ERU (\$804) = Total Fee

SECTION 2: GENERAL IMPACT FEE METHODOLOGY

FIGURE 2.1: IMPACT FEE METHODOLOGY



The purpose of this study is to fulfill the requirements of the Impact Fees Act regarding the establishment of an IFFP and IFA. The IFFP is designed to identify the demands placed upon the City's existing facilities by future development and evaluate how these demands will be met by the City. The IFFP is also intended to outline the improvements which are intended to be funded by impact fees. The IFA is designed to proportionately allocate the cost of the new facilities and any excess capacity to new development, while ensuring that all methods of financing are considered. Each component must consider the historic level of service to existing development and ensure that impact fees are not used to raise that LOS. The following elements are important considerations when completing an IFFP and IFA:

DEMAND ANALYSIS

The demand analysis serves as the foundation for the IFFP. This element focuses on a specific demand unit related to each public service – the existing demand on public facilities and the future demand as a result of new development that will impact public facilities.

LEVEL OF SERVICE ANALYSIS

The demand placed upon existing public facilities by existing development is known as the existing LOS. Through the inventory of existing facilities, combined with the growth assumptions, this analysis identifies the LOS which is provided to a community's existing residents and ensures that future facilities maintain these standards. Any excess capacity identified within existing facilities can be apportioned to new development. Any demand generated from new development that overburdens the existing system beyond the existing capacity justifies the construction of new facilities.

EXISTING FACILITY INVENTORY

In order to quantify the demands placed upon existing public facilities by new development activity, the Impact Fee Facilities Plan provides an inventory of the City's existing system improvements. The inventory of existing facilities is important to properly determine the excess capacity of existing facilities and the utilization of excess capacity by new development.

FUTURE CAPITAL FACILITIES ANALYSIS

The demand analysis, existing facility inventory and LOS analysis allow for the development of a list of capital projects necessary to serve new growth and to maintain the existing system. This list includes any excess capacity of existing facilities as well as future system improvements necessary to maintain the LOS.

FINANCING STRATEGY – CONSIDERATION OF ALL REVENUE SOURCES

This analysis must also include a consideration of all revenue sources, including impact fees, future debt costs, alternative funding sources and the dedication (i.e., donations) of system improvements, which may be used to

finance system improvements.² In conjunction with this revenue analysis, there must be a determination that impact fees are necessary to achieve an equitable allocation of the costs of the new facilities between the new and existing users.³

PROPORTIONATE SHARE ANALYSIS

The written impact fee analysis is required under the Impact Fees Act and must identify the impacts placed on the facilities by development activity and how these impacts are reasonably related to the new development. The written impact fee analysis must include a proportionate share analysis, clearly detailing each cost component and the methodology used to calculate each impact fee. A local political subdivision or private entity may only impose impact fees on development activities when its plan for financing system improvements establishes that impact fees are necessary to achieve an equitable allocation of the costs borne in the past and to be borne in the future (UCA 11-36a-302).

² 11-36a-302(2)

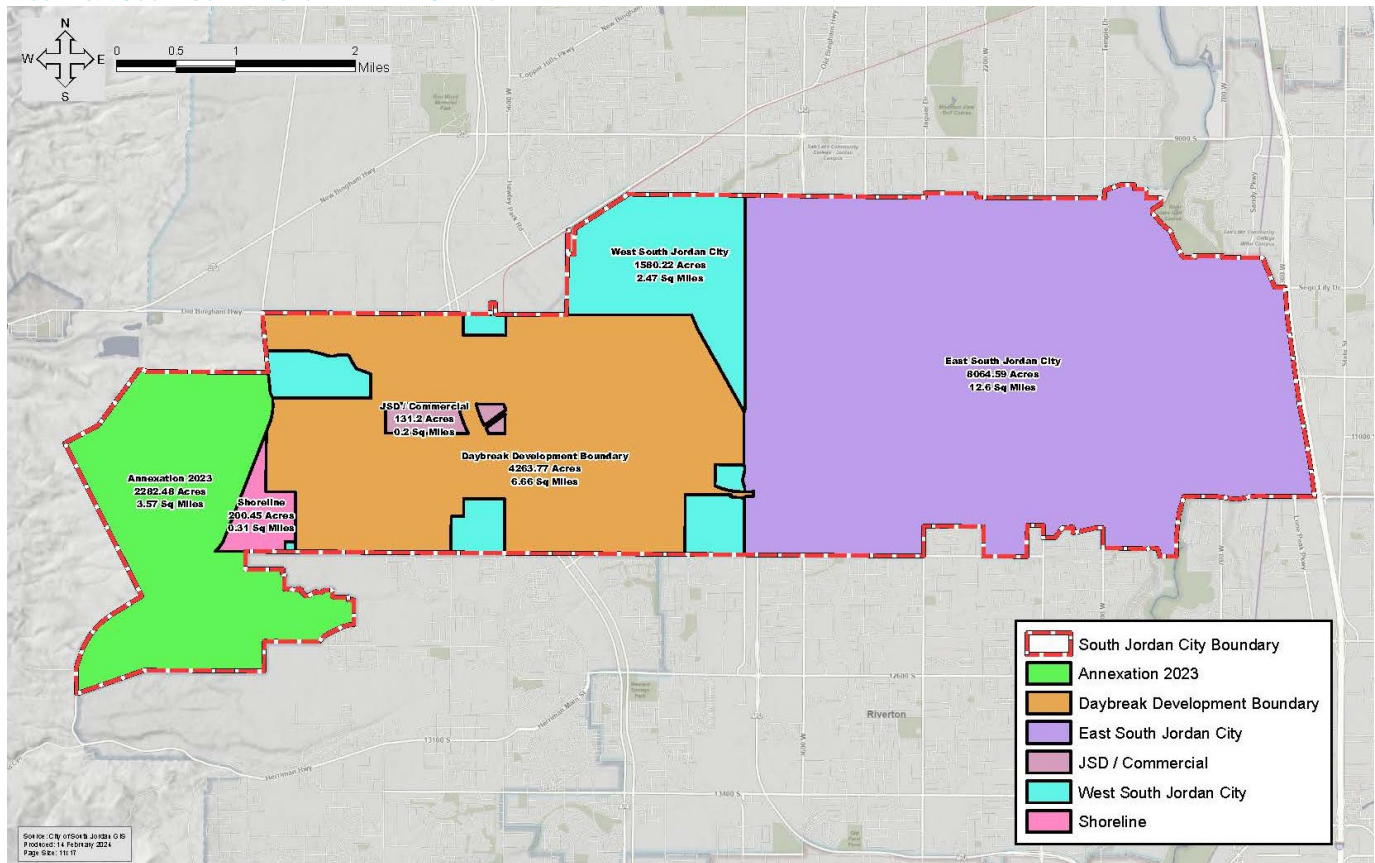
³ 11-36a-302(3)

SECTION 3: OVERVIEW OF SERVICE AREA, DEMAND, AND LOS

SERVICE AREA

Utah Code requires the impact fee enactment to establish one or more service areas within which impact fees will be imposed.⁴ The Service Area for storm water impact fees includes the East and West South Jordan City Boundary.

FIGURE 3.1: SOUTH JORDAN STORM WATER SERVICE AREA



It is anticipated that the growth projected over the next ten years, and through buildout, will impact the City's existing services. Storm water infrastructure will need to be expanded in order to maintain the existing LOS. Impact fees are a logical and sound mechanism for funding growth-related infrastructure. The IFFP and this analysis are designed to accurately assess the true impact of a particular user upon the City's infrastructure and prevent existing users from subsidizing new growth. This analysis also ensures that new growth is not paying for existing system deficiencies. Impact fees should be used to fund the costs of growth-related capital infrastructure based upon the historic funding of the existing infrastructure and the intent of the City to equitably allocate the costs of growth-related infrastructure in accordance with the true impact that a user will place on the system.

⁴ 11-36a-402(a)

DEMAND UNITS

As shown in **Table 3.1**, the growth in ERUs is expected to reach 28,579 units by 2035 with the Service Area. This represents an increase of 1,974 ERUs.

TABLE 3.1: ERU PROJECTIONS

	SOUTH JORDAN PROPER ERUs
2025	26,606
2035	28,579
Buildout	31,818
IFFP DEMAND	1,974
% of Buildout	6%

Source: South Jordan GIS Coordinator

LEVEL OF SERVICE STANDARDS

Impact fees cannot be used to finance an increase in the LOS to current or future users of system improvements. Therefore, it is important to identify the storm water LOS currently provided within the City to ensure that the new capacities of projects financed through impact fees do not exceed the established standard.

South Jordan's current storm water system design requirements are defined by 2021 Storm Drain Master Plan. The following criteria establish conditions for which storm drainage facilities are designed:

- Size storm drains to keep water from ponding in streets and intersections during a 10-year storm event.
- Minimum pipe size of 18 inches in diameter.
- Require detention of all new development.
 - If runoff discharges into either Bingham Creek or Jordan River the peak should be attenuated to 0.2 cfs/ac. If runoff discharges into Midas Creek, the peak should be attenuated to 0.02 cfs/ac.
- Detention facilities must be designed to provide at least one foot of freeboard during the 100-year storm event have an emergency overflow.

SECTION 4: EXISTING FACILITIES INVENTORY

EXCESS CAPACITY

For the purposes of this analysis, excess capacity has been defined based on the proportion of ERUs within the IFFP relative to the ERUs at buildout. It is anticipated that the existing system will serve new development through buildout. There will be an increase of 1,974 ERUs in the next ten years, with an estimated total of 31,818 ERUs at buildout. The increase in ERUs in the IFFP planning horizon represents approximately 6.2 percent of the anticipated buildout system ERUs.

TABLE 4.1: STORM WATER BUY-IN

Total Existing System Cost	\$45,308,370
Total Eligible Existing System Value	\$25,429,477
% of Buildout ERUs	6.2%
TOTAL BUY-IN	\$1,577,413

Source: South Jordan City Depreciation Schedule

MANNER OF FINANCING EXISTING PUBLIC FACILITIES

The City has funded existing facilities using several revenue sources including utility rate revenues, general fund revenues (property taxes, sales taxes, etc.), grants, donations, impact fee revenues and debt. Utility rate revenues serve as the primary funding mechanism within enterprise funds. Rates are established to ensure appropriate coverage of all operations and maintenance expenses, as well as debt service and capital project needs, while considering future impact fee revenue collections.

SECTION 5: FUTURE CAPITAL FACILITIES ANALYSIS

The City does not anticipate any growth-related new facilities at this time; thus the impact fee analysis only considers a buy-in to existing facilities.

SYSTEM VS. PROJECT IMPROVEMENTS

System improvements are defined as existing and future public facilities designed to provide services to service areas within the community at large.⁵ Project improvements are improvements and facilities that are planned and designed to provide service for a specific development (resulting from a development activity) and considered necessary for the use and convenience of the occupants or users of that development.⁶ To the extent possible, this analysis only includes the cost of system improvements related to new growth within the proportionate share analysis.

FUNDING OF FUTURE FACILITIES

The IFFP must also include a consideration of all revenue sources, including impact fees and the dedication (donation) of system improvements, which may be used to finance system improvements.⁷ In conjunction with this revenue analysis, there must be a determination that impact fees are necessary to achieve an equitable allocation of the costs of the new facilities between the new and existing users.⁸ In considering the funding of future facilities, the City has determined the portion of future projects that will be funded by impact fees as growth-related, system improvements (see IFFP). Utility rate revenues serve as the primary funding mechanism within enterprise funds. Rates are established to ensure appropriate coverage of all operations and maintenance expenses, as well as all non-growth related debt service and capital project needs.

EQUITY OF IMPACT FEES

Impact fees are intended to recover the costs of capital infrastructure related to future growth. The impact fee calculations are structured for impact fees to fund 100 percent of the growth-related facilities identified in the proportionate share analysis of each impact fee calculation as presented in the impact fee analysis. Even so, there may be years that impact fee revenues cannot cover the annual growth-related expenses. In those years, other revenues, such as General Fund revenues, will be used to make up any annual deficits. Any borrowed funds are to be repaid in their entirety through impact fees.

NECESSITY OF IMPACT FEES

An entity may only impose impact fees on development activity if the entity's plan for financing system improvements establishes that impact fees are necessary to achieve parity between existing and new development. This analysis has identified the improvements to public facilities and the funding mechanisms to complete the suggested improvements. Impact fees are identified as a necessary funding mechanism to help offset the costs of capital improvements related to new growth. In addition, alternative funding mechanisms are identified to help offset the cost of future capital improvements.

⁵ 11-36a-102(21)

⁶ 11-36a-102(14)

⁷ 11-36a-302(2)

⁸ 11-36a-302(3)

PROPOSED CREDITS OWED TO DEVELOPMENT

The Impact Fees Act requires a local political subdivision or private entity to ensure that the impact fee enactment allows a developer, including a school district or a charter school, to receive a credit against or proportionate reimbursement of an impact fee if the developer (a) dedicates land for a system improvement; (b) builds and dedicates some or all of a system improvement; or (c) dedicates a public facility that the local political subdivision or private entity and the developer agree will reduce the need for a system improvement.⁹ The facilities must be considered system improvements, be dedicated to the public, and offset the need for an improvement identified in the IFFP.

CONSIDERATION OF ALL REVENUE SOURCES

The Impact Fees Act requires the proportionate share analysis to demonstrate that impact fees paid by new development are the most equitable method of funding growth-related infrastructure.

EXPENDITURE OF IMPACT FEES

Legislation requires that impact fees should be spent or encumbered within six years after each impact fee is paid. Impact fees collected in the next six years should be spent on those projects outlined in the IFFP as growth related costs to maintain the LOS. Impact fees collected as a buy-in to existing facilities can be allocated to the General Fund to repay the City for historic investment.

GROWTH-DRIVEN EXTRAORDINARY COSTS

The City does not anticipate any extraordinary costs necessary to provide services to future development.

SUMMARY OF TIME PRICE DIFFERENTIAL

The Impact Fees Act allows for the inclusion of a time price differential to ensure that the future value of costs incurred at a later date are accurately calculated to include the costs of construction inflation. This analysis includes an inflation component to reflect the future cost of facilities. The impact fee analysis should be updated regularly to account for changes in cost estimates over time.

⁹ 11-36a-402(2)

SECTION 6: STORM WATER IMPACT FEE CALCULATION

The storm water impact fee is based on the plan-based methodology. Using this approach, impact fees are calculated based on a defined set of capital costs specified for future development. The improvements are identified in a capital plan or impact fee facilities plan as growth-related system improvements. The City's existing facilities are proportionately allocated to the new development ERUs, providing an equitable distribution of the existing and proposed facilities that will serve development. The total cost is divided by the total demand units the improvements are designed to serve. Under this methodology, it is important to identify the existing level of service and determine any excess capacity in existing facilities that could serve new growth. Impact fees are then calculated based on many variables centered on proportionality and level of service.

STORM WATER IMPACT FEE CALCULATION

The City does not anticipate any new facilities at this time; thus the impact fee analysis only considers a buy-in to existing facilities. The storm water impact fees proposed in this analysis will be assessed within the entire Service Area. The table below illustrates the appropriate impact fee to maintain the existing LOS, based on the assumptions within this document. The fee below represents the maximum allowable impact fee assignable to new development.

TABLE 6.1: IMPACT FEE PER ERU

	TOTAL COST	% ELIGIBLE COST	TOTAL ELIGIBLE VALUE	% TO IFA DEMAND	COST TO IFA	ERUs SERVED	COST PER ERU
System Buy-In	\$45,308,370	56.1%	\$25,429,477	6.2%	\$1,577,413	1,974	\$799
Professional Expense	\$10,750	100.0%	\$10,750	100.0%	\$10,750	1,974	\$5
TOTAL	\$45,319,120		\$25,440,227		\$1,588,163		\$804
Prior Impact Fee							\$1,201
% Change							-33%

NON-STANDARD STORM WATER IMPACT FEES

The City reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that the land use will have upon storm water facilities.¹⁰ This adjustment could result in a higher fee if the City determines that a particular user may create a greater impact than what is standard for its land use. The City may also decrease the impact fee if the developer can provide documentation, evidence, or other credible analysis that the proposed impact will be lower than what is proposed in this analysis. The formula for determining a non-standard impact fee is found below.

FORMULA FOR NON-STANDARD STORM WATER IMPACT FEES:

Calculated ERU * Base Impact Fee/ERU (\$804) = Total Fee

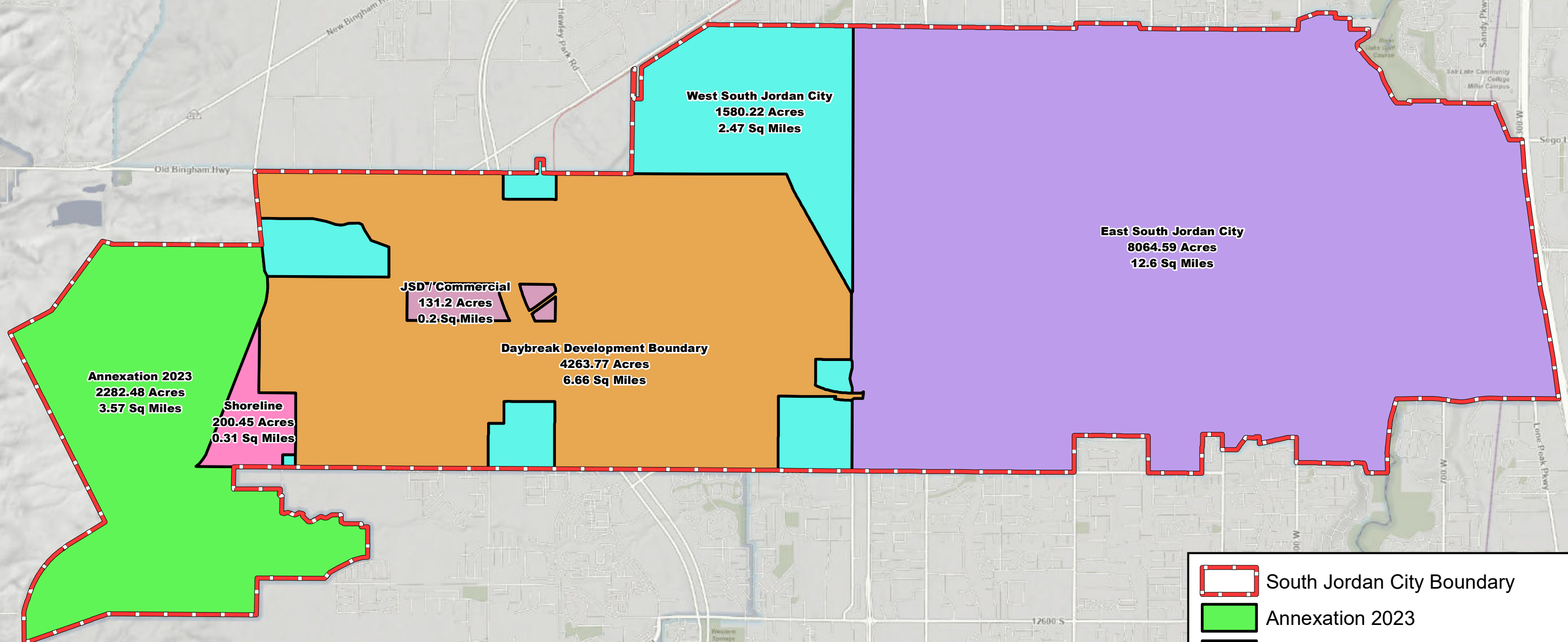
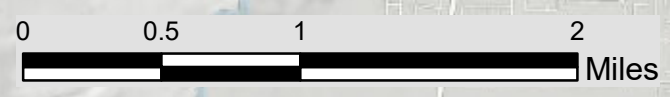
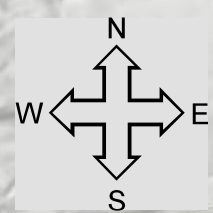
The formula for a non-standard impact fee should be included in the impact fee enactment (by resolution or ordinance). In addition, the impact fee enactment should contain the following elements:

- A provision establishing one or more service areas within which the local political subdivision or private entity calculates and imposes impact fees for various land use categories.

¹⁰ 11-36a-402(1)(c)

- A schedule of impact fees for each type of development activity that specifies the amount of the impact fee to be imposed for each type of system improvement or the formula that the local political subdivision or private entity will use to calculate each impact fee.
- A provision authorizing the local political subdivision or private entity to adjust the standard impact fee at the time the fee is charged to:
 - Respond to unusual circumstances in specific cases or a request for a prompt and individualized impact fee review for the development activity of the state, a school district, or a charter school and an offset or credit for a public facility for which an impact fee has been or will be collected.
 - Ensure that the impact fees are imposed fairly.
- A provision governing calculation of the amount of the impact fee to be imposed on a particular development that permits adjustment of the amount of the impact fee based upon studies and data submitted by the developer.
- A provision that allows a developer, including a school district or a charter school, to receive a credit against or proportionate reimbursement of an impact fee if the developer:
 - Dedicates land for a system improvement.
 - Builds and dedicates some or all of a system improvement.
 - Dedicates a public facility that the local political subdivision or private entity and the developer agree will reduce the need for a system improvement.
- A provision that requires a credit against impact fees for any dedication of land for, improvement to, or new construction of, any system improvements provided by the developer if the facilities:
 - Are system improvements; or,
 - Are dedicated to the public and offset the need for an identified system improvement.

Other provisions of the impact fee enactment include exemption of fees for development activity attributable to low-income housing, the state, a school district, or a charter school. Exemptions may also include other development activities with a broad public purpose. If an exemption is provided, the entity should establish one or more sources of funds other than impact fees to pay for that development activity.



- South Jordan City Boundary
- Annexation 2023
- Daybreak Development Boundary
- East South Jordan City
- JSD / Commercial
- West South Jordan City
- Shoreline

ORDINANCE 2025 - 19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AMENDING TITLE 5.38.030: PRESCHOOLS – ADDITIONAL REQUIREMENTS.

WHEREAS, Utah Code §10-9a-102 grants the City Council of the City of South Jordan (the “City Council”) authority to enact ordinances that it considers necessary or appropriate for the use and development of land in the City of South Jordan (the “City”), including allowing commercial uses in residential areas; and

WHEREAS, Utah Code §10-1-203(2) grants the City the ability to license and regulate businesses within the City; and

WHEREAS, the City permits preschools as home occupation businesses in residential zones in the City; and

WHEREAS, the City updates license requirements and regulations based on the best interest of the City and including the number of sessions, students, employees, and life safety; and

WHEREAS, the South Jordan City Council finds it in the best interest of the health, safety, and welfare of the citizens of South Jordan to amend business license regulations for preschool home occupation businesses in the City.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Amendment. South Jordan Municipal Code 5.38.030 is hereby amended as follows:

5.38.030: PRESCHOOLS - ADDITIONAL REQUIREMENTS

Preschools for up to twelve (12) ~~eight (8)~~ students may be conducted as home occupations in accordance with provisions of this title. ~~chapter with the following and other conditions as determined by the City Council:~~

~~Maximum two (2) sessions per day and maximum four (4) sessions per week. Sessions shall be a maximum three (3) hours in length. Sessions may be held on weekdays, Monday through Friday~~
~~Students' ages shall be three (3), four (4), or five (5) years old.~~

~~Days and hours of operation shall be provided for review.~~

Preschools may have additional employees that do not reside in the home.

Homes with shared or common driveways may not use the common areas for drop off, pick up, or participant parking areas.

Preschools are not limited to twelve (12) one-way vehicle trips per day.

All Life Safety and Building Codes shall be met and a building permit, if necessary, shall be obtained for remodeling.

All other requirements of this chapter and other local, State and Federal laws shall be met.

SECTION 2. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all sections, parts, provisions and words of this Ordinance shall be severable.

SECTION 3. Effective Date. This Ordinance shall become effective immediately upon publication or posting as required by law.

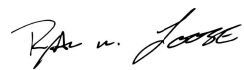
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS 21st DAY OF OCTOBER, 2025 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Kathie Johnson	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
Anna Crookston, City Recorder

Approved as to form:



Office of the City Attorney

RESOLUTION R2025 - 55

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AMENDING THE SOUTH JORDAN FEE SCHEDULE.

WHEREAS, the City Council of the City of South Jordan adopted the Fiscal Year 2024-2025 Annual Budget; and

WHEREAS, the Fiscal Year 2024 – 2025 Annual Budget contains a Fee schedule which sets forth the amount the City charges for fees for the various services provided; and

WHEREAS, the City is creating a new Passport Office to provide passport services; and

WHEREAS, the Passport Office will charge fees for the services provided; and

WHEREAS, the South Jordan City Council finds that amending the South Jordan Fee Schedule effective March 10, 2025 will promote the public health, safety, and welfare of the residents of the City of South Jordan.

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

SECTION 1. Amendment to the South Jordan Fee Schedule. The City's Fee Schedule as currently adopted is hereby amended to reflect the following fees for passport services.

FY 2025-2026 Fee Schedule

DESCRIPTION	FY 2025-2026
Passport Application Fees (In Addition to State Department Charges)	
Application Processing Fee	\$35
Photo Fee	\$15
Money Order Fee	\$3
Passport Book 1-2 day delivery (applicants in the U.S. only)	\$22.05
Passport application: overnight delivery from the City of South Jordan to passport processing agency	\$28.40

SECTION 2. Effective Date. This Resolution shall become effective immediately upon publication or posting as required by law.

<<SIGNATURES ON FOLLOWING PAGE>>

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS 21st DAY OF October, 2025 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Kathie Johnson	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
Anna Crookston, City Recorder

Approved as to form:



Office of the City Attorney

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