

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



Notice is hereby given that the South Jordan City Council will hold a meeting at 6:30 p.m. on Tuesday, January 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, individuals may join virtually using Zoom. Attendees joining virtually may not comment during public comment; virtual participants may only comment on items scheduled for a public hearing. Video must be enabled during the public hearing period. Attendees wishing to present photos or documents to the City Council must attend in person.

If the meeting is disrupted in any way deemed inappropriate by the City, the City reserves the right to immediately remove the individual(s) from the meeting and, if necessary, end virtual access to the meeting. Reasons for removal or ending virtual access include, but are not limited to, posting offensive pictures or remarks, making disrespectful statements or actions, and other actions deemed inappropriate.

The ability to participate virtually depends on the individual's internet connection. To ensure that comments are received regardless of technical issues, please submit them in writing to City Recorder Anna Crookston at [acrookston@sjc.utah.gov](mailto:acrookston@sjc.utah.gov) by 3:00 p.m. on the day of the meeting. 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 Council Member, Tamara Zander
- C. Pledge of Allegiance:** By Director of Strategy & Budget, Don Tingey
- D. Minute Approval:**
  - [D.1.](#) January 7, 2025 City Council Study Meeting
  - [D.2.](#) January 7, 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. South Jordan Water Conservation Program Update. *(By Water Conservation Coordinator, Connor Oswald)*

**H. Action Item: 7:30 p.m.**

H.1. **Resolution R2025-04**, Authorizing the Mayor of the City of South Jordan to sign a Franchise Agreement with Cablevision Lightpath, LLC. RCV *(By Director of Strategy & Budget, Don Tingey)*

**I. Staff Reports and Calendaring Items: 7:40 p.m.**

ADJOURNMENT

CERTIFICATE OF POSTING

STATE OF UTAH     )  
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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](http://www.sjc.utah.gov). Published and posted January 17, 2025.

SOUTH JORDAN CITY  
CITY COUNCIL STUDY MEETING

January 7, 2025

**Present:** Mayor Dawn R. Ramsey, Council Member Patrick Harris, Council Member Don Shelton (Electronically), Council Member Kathie Johnson, Council Member Jason McGuire, City Manager Dustin Lewis, Assistant City Manager Jason Rasmussen, City Attorney Ryan Loose, Director of Planning Steven Schaefermeyer, Director of City Commerce Brian Preece, Director of Public Works Raymond Garrison, CFO Sunil Naidu, City Engineer Brad Klavano, Director of Administrative Services Melinda Seager, Police Chief Jeff Carr, Fire Chief Chris Dawson, Director of Recreation Janell Payne, Associate Director of Strategy & Budget, Katie Olson, Communications Manager Rachael Van Cleave, CTO Matthew Davis, IS Senior System Administrator Phill Brown, GIS Coordinator Matt Jarman, Long-Range Planner Joe Moss, City Recorder Anna Crookston, Planning Commissioner Sam Bishop

**Absent:** Council Member Tamara Zander

**Others:** Ryan Smith

4:35 P.M.  
STUDY MEETING

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

Mayor Ramsey welcomed everyone present and introduced the meeting. She noted that Council Member Zander was unable to attend tonight's meeting and Council Member Shelton was attending electronically.

**B. Invocation:** *By Council Member, Patrick Harris*

Council Member Harris offered the invocation.

**C. Mayor and Council Coordination**

Council Member McGuire mentioned the State of the City event would take place the following week, on Wednesday, January 15, 2025 and the Wasatch Front Regional Council (WFRC) meeting about trail connections was scheduled for January 14, 2025.

Mayor Ramsey discussed the upcoming legislative session and noted that information was starting to flow, indicating a busy session ahead.

**D. Discussion/Review of Regular Council Meeting**

**Presentation Item:**

- Community Life Saving Award.

**Action Item:**

- **Resolution R2025-01**, Proclaiming January 16, 2025 as Religious Freedom Day in the City of South Jordan.

**Public Hearing Item:**

- **Ordinance 2025-03**, Vacating a portion of Right-of-Way on the east side of Ziggy Lane.

Council Member McGuire mentioned the Chinese New Year celebration on tonight's agenda, noting that students from Harriman High School, Bingham High School, and Mountain Creek Middle School would be participating. It was clarified that while initial information only mentioned Harriman High School, additional schools had since been confirmed.

Mayor Ramsey said that the regular council meeting would conclude with an executive closed session. The session was initially scheduled to include discussions on the purchase, exchange, or lease of real property and the deployment of security personnel, devices, or systems. However, she will be asking for a motion to amend the agenda to at the start of the next meeting to include a discussion for the character, professional competence, or physical or mental health of an individual.

**E. Discussion Items**

**E.1. PD Floating Zone.** *(By Director of Planning, Steven Schaefermeyer)*

**E.2. Moderate Income Housing Plan.** *(By Director of Planning, Steven Schaefermeyer)*

Director Schaefermeyer introduced Long Range Planner, Joe Moss and Ryan Smith with Zion's Bank Public Finance. He noted they would be having a combined discussion regarding the PD Floating Zone and Moderate Income Housing Plan, as they are interconnected with a key implementation item. He reminded the council of the requirement to periodically update the housing report and to develop an accompanying implementation plan, as mandated by the state. This updated housing report and implementation plan will eventually be adopted as part of the city's general plan. The updated plan closely mirrors the prior housing plan adopted in late 2019 as part of the 2020 general plan. The last implementation plan review occurred during the summer, prior to the housing report submission. The goal is to present these updates regularly to ensure compliance with state requirements.

Mr. Smith presented prepared presentation (Attachment A). He highlighted key demographic data, including growth trends and projections. South Jordan's current population is estimated at 82,000 residents, with projections indicating growth to 96,000 by 2030, assuming trends continue. While the number of housing units is expected to increase, average household sizes are projected to decrease. This trend, observed statewide and across the Wasatch Front, reflects

broader shifts in demographics and housing patterns. Currently, South Jordan has an average household size of 3.14 persons, which is higher than both the Salt Lake County and national averages. By 2030, this figure is expected to decline slightly to just over three persons per household. Over the past decade, approximately 9,000 housing units were permitted, contributing to the addition of 18,500 new residents, equating to about two new residents per unit permitted.

Council Member Harris asked about the projected decline in household sizes from 3.14 to 3.01 and whether this trend might be influenced by housing affordability challenges, particularly for younger families moving into the city. He is curious about the potential connection between rising housing costs and the observed demographic shifts.

Mr. Smith referred to the household size data from the 2018–2022 census. He noted that South Jordan’s current household size is 3.2, which is relatively high compared to Salt Lake County’s 2.86 and Utah’s state average of 3.04, already the highest in the nation. This underscores that South Jordan’s household size is notably above regional and national trends.

Mayor Ramsey raised a question about the correlation between the current household size of 3.2 and the figure mentioned earlier, where the 9,000 housing units permitted over the past 10 years resulted in an average of only 2.05 people per unit. She expressed concern about how these figures aligned, questioning why the number of residents per unit was so much lower than the projected household size.

Mr. Smith addressed the question by discussing two main factors influencing household sizes: affordability and unit mix. He explained that affordability, particularly for first-time homebuyers, plays a significant role. To illustrate this, he referred to population pyramids comparing South Jordan with Salt Lake County. He pointed out a discrepancy in the 30 to 34 age group in South Jordan, which is similar to the age of Utah’s median homebuyer. This suggested potential affordability challenges for first-time buyers, as the proportion in this age group should be closer to the county average if affordability were not an issue. He explained how this demographic trend ties into household sizes. With Utah’s median age for having a first child being 26, families may face challenges in purchasing their first home, which could contribute to the smaller household sizes. Families may find it easier to purchase a second home but struggle with the first, which impacts overall household composition, especially in the younger age groups.

City Manager Lewis clarified that the units built over the past 10 years were smaller, with a higher proportion of one and two-bedroom units. As a result, the households moving into these units were typically smaller, such as single individuals or couples, possibly with one child. This trend contributed to the lower average of residents per unit for those specific units. But as a whole for the city, if you go back through all the housing stock that number is higher.

Mr. Smith added further clarification, explaining that the 2.05 net residents per unit figure is based on units that were permitted, not necessarily those that were actually built. He emphasized that not all permitted units are constructed immediately, which means the population impact of those units may not be fully realized in the short term. The number provided helps the city

estimate potential population growth based on the number of building permits issued each year, but it shouldn't be directly compared to the household size, as some units may remain unbuilt for several years.

Mayor Ramsey expressed concern that the 2.05 residents per unit figure seemed too low based on the reality of housing in the area. She pointed out that, although some smaller units have been built, much of the development in her area consists of larger homes, with households typically larger than the 2-person average suggested by the data. She clarified that while she valued the projections and analysis, the figure felt disconnected from the actual housing landscape in certain parts of the city.

Mr. Smith continued presenting prepared presentation (Attachment A), noting that South Jordan has a slightly higher percentage of residents aged 65 and older compared to the county, 12.5% versus 11.3%. A more significant difference is the higher percentage of households with children under 18, with 42.7% of households in South Jordan having children, compared to 35% in the county. This indicates that South Jordan has a higher concentration of family households with children, which also tends to correlate with larger households. Shifting to employment, Mr. Smith presented a map that shows job locations in green dots, with traffic analysis zones (TAZs) marked by gray lines. Although the map provides a general view of job and housing activity, it reveals that the largest employment centers are located on the east side of the city, with additional centers in downtown Daybreak and the southern central area near The District. In these areas, high-density housing is seen alongside retail spaces, indicating a mix of jobs and housing. However, there is a discrepancy in the alignment between available jobs and the city's housing demographics. He referred to a diagram to show that while a substantial portion of South Jordan's population is employed, the overlap between those who live and work in South Jordan is relatively small. This suggests that adding more jobs won't necessarily balance the housing market if those jobs don't align with the type and price of housing available. He then moved to a discussion of housing prices, highlighting a map that shows home values across the city. The map indicates a significant range in home values, from properties worth over \$1.2 million (shown in dark green) to those valued under \$400,000 (in dark red). A general east-to-west pattern emerges, with the majority of high-value homes located east of Bangerter Highway and more moderate-income homes found to the west. He suggested that affordability might play a role in this distribution, with first-time buyers, particularly those with young children, likely finding more affordable options in areas like Daybreak or west of Bangerter.

Mayor Ramsey asked how old this information is pointing out that homes in the far west of the city are now priced between \$800,000 and \$1 million.

Mr. Smith clarified that the data set for home values is from the American Community Survey (ACS) and includes a rolling average from 2018 to 2022, with the data being released in 2023. He explained that while the data is labeled as 2023, it's based on prior years, so the home values might not reflect the most current market trends. He acknowledged that home values have been increasing, particularly for higher-end homes, which is evident in the data showing more homes valued over \$1 million by 2022, a significant shift from 2019 when such homes were rare.

Director Schaefermeyer acknowledged the challenges of reporting on housing and affordable housing, particularly the lag in data collection, which makes it difficult to measure the effects of policies in a high-growth community like South Jordan. He pointed out that while significant development has occurred, the data often doesn't keep pace. Additionally, he noted that comparing the east side of the city with the west side can be difficult due to differences in lot sizes. The east side has larger vacant parcels, while the west side has smaller, more developed areas with higher-density housing. He emphasized that while the data provides a broad understanding of trends, it becomes more complex when analyzing specific areas in detail.

Mayor Ramsey acknowledged the challenges with outdated data and the discrepancy created between the data and the current housing market. She noted that in areas on the west side, it is no longer possible to find a house at the prices reflected in the data, emphasizing how quickly the market has changed.

Council Member Harris inquired whether the data used in the housing studies is consistent across all cities, asking if all cities rely on the same sources for their studies.

Mr. Smith explained that it is standard practice to use census ACS data, county assessor data, and the newer Utah housing unit inventory, which was developed in partnership with the Wasatch Front Regional Council (WFRC) and Mountainland Association of Governments (MAG). He mentioned that this inventory is improving and serves as a supplementary source to align with other data. While there is no legal requirement to use a specific dataset, he emphasized that these data sources are commonly used in housing studies.

Council Member Johnson pointed out that assessor data is not absolute or definitive, but rather an educated estimate based on available information.

Mr. Smith acknowledged that the data primarily relies on the county assessor, who uses recent sales information, multiple listing service (MLS) data, lot sizes, additions, and other relevant factors in their computer-assisted assessment system. He pointed out that while this system is thorough, the city ultimately has to trust the assessor's data to a certain extent.

Director Schaefermeyer added that having a group like Zions conduct these studies is beneficial because they perform similar studies for other communities. This ensures that the data used is consistent and comparable when comparing South Jordan to other communities or the county.

Mr. Smith continued reviewing prepared presentation (Attachment A) and explained the approach to affordability by analyzing the current housing stock and the residents living in South Jordan. Rather than predicting future housing needs, they focus on the existing conditions. He provided background on how they calculate the housing gap, using the Salt Lake County area median income (AMI) as a baseline. For a household to be considered affordable, they should not spend more than 30% of their income on housing. He noted that with current mortgage rates, even moderate-income households struggle to afford homes, as most homes in South Jordan exceed what could be considered affordable for households earning below 80% AMI. He detailed the housing gap, pointing out that there are more households earning below 100% AMI

than there are affordable housing units, with a significant shortfall for lower-income households. He emphasized that while some residents may have purchased homes at lower prices in the past, they would struggle to afford current prices and mortgage rates.

Planner Moss presented prepared presentation (Attachment A). He discussed the state's implementation of requirements for moderate-income housing plans, which South Jordan must include as part of its general plan. The city is required to adopt at least five of the state's 26 approved strategies to address housing affordability, with the option to choose from a range of strategies. However, to receive priority treatment for transportation funding, the city must adopt at least six strategies. South Jordan is proposing seven, focusing on strategies that align with both state requirements and the city's ongoing efforts. Highlighting that the city must include at least one strategy related to transit-oriented development due to the presence of fixed-rail transit. Additionally, one of the chosen strategies must focus on reducing parking requirements for affordable or senior housing. South Jordan has continued to implement strategies it has used traditionally, while also introducing a new strategy labeled "O," aimed at enhancing housing affordability. The city plans to track progress on the strategies it has already been using, while also incorporating this new approach to further address housing needs.

Council Member Harris asked Planner Moss to clarify the number of strategies the city is required to implement.

Planner Moss responded that South Jordan needs to adopt at least five state-approved strategies. However, to prioritize transportation funding, the city must implement at least six. The city is proposing seven strategies in total. He explained that the city is required to implement specific strategies under the state's moderate income housing plan. These include: Strategy W, required because of the fixed rail system in South Jordan. At least one of the strategies from options G or H, which are related to regulations near transit and reducing parking requirements for affordable or senior housing. Strategy O, which is a new approach the city has introduced. Additionally, strategies E, J, and P are standard strategies without specific requirements. He provided an update on Action E, which involves clarifying the city's ADU (Accessory Dwelling Unit) policy, particularly in relation to Daybreak. The city aims to make ADU requirements clearer and more accessible for residents, while continuing to track the permits issued, with 13 ADU permits granted the previous year.

Director Schaefermeyer clarified that the number of 13 ADU permits issued last year only reflects those that were actually permitted and does not include any units within Daybreak. He explained that a recent change in state law now includes a requirement to confirm whether an ADU is intended to be rented out. Previously, the city only regulated based on building permits, but now if a unit looks like an ADU, they inquire about the owner's intentions. The vast majority of people claim they don't intend to rent it out, so the city requires a written statement for the record, approving the space as a finished basement instead of an ADU.

Council Member Johnson asked what happens later if the city finds out they are renting it.



Director Schaefermeyer explained that enforcement can be challenging when it comes to identifying illegal rentals. While some cases, like a townhome split without building permits, are more obvious, others are trickier. The city prefers handling the issue upfront by reviewing building permits to ensure compliance, rather than relying on enforcement after the fact. The process of proving illegal rentals on the back end has always been a challenge.

Planner Moss discussed the importance of coordinating land use regulations near transit stations, specifically in areas like Daybreak with the HTRZ. The city is working on implementing these regulations and ensuring development applications align with them. No development applications have been submitted yet, but the city is prepared to collaborate with developers once they do. Additionally, amendments to the city's code are being considered, including potential reforms to the PD Floating Zone, which could increase density near transit stations, particularly the FrontRunner station.

Director Schaefermeyer explained that the city had previously set a limit of eight units per acre for planned development zone (PD) applications, with exceptions for station area plans or city-initiated applications. However, an area east of the FrontRunner railway, which could be suitable for higher-density development, was not included in this limitation. The proposal being considered would allow flexibility to exceed the eight units per acre cap in this area, specifically south of South Jordan Parkway. The decision would require a text amendment to the city's zoning code, which would then be reviewed by the Planning Commission.

Council Member McGuire raised the point that there are already townhomes in the area east of the FrontRunner railway, where the density might exceed the eight units per acre limit. This suggests that the current development might already be in line with the kind of higher density the city is considering for that area.

Director Schaefermeyer clarified that while there are townhomes nearby, the area east of the FrontRunner railway, particularly around locations like Walmart, CarMax, and Riverton Chevy, currently has limited housing. There are some vacant parcels in that area that could potentially be developed with higher-density housing, which is why the question of exceeding the eight units per acre limit is being considered.

Mayor Ramsey emphasized that integrating housing with commercial development in this area could make such projects financially viable. She suggested that higher-density housing would be ideal for locations like this, where the mix of residential and commercial use could support the overall development.

Director Schaefermeyer added that some commercial developers have expressed a need for housing units to make their projects financially viable, noting that residential developments typically offer quicker returns compared to commercial developments, which take longer to generate a return. He emphasized that the current discussion was a preliminary one, without a finalized text proposal. The proposed text amendment would simply extend the exception to the eight units per acre limit to areas east of the Front Runner railway between the railway and I-15, in addition to the existing exceptions for station area plans and city-driven applications.

Council Member Johnson stated she doesn't see anything less than six units per acre wanting to develop there.

Director Schaefermeyer confirmed that the high cost of land, along with its prime location and connectivity, plays a significant role in developers seeking to include housing in their projects. While there are some existing developments just west of the FrontRunner railway, including higher-density housing, he didn't have specific density figures at hand. He also referenced "Sterling Village" but noted that it was not within the specific area being discussed. He explained that while there aren't many vacant parcels in the area, they anticipate some development and long-term redevelopment opportunities. Using the example of Murray, he noted that developers are increasingly requesting housing to make projects viable, as seen with the transition of the former Best Buy and Barnes & Noble locations. He acknowledged that car dealerships are unlikely to move from prime freeway-adjacent properties, but areas like South Town Mall are exploring ways to incorporate housing for long-term viability, as housing has become a key factor in making commercial sites sustainable.

Mayor Ramsey expressed support for adding housing to the area, noting that there are parcels with commercial potential and that some developers have indicated interest in including housing to make their projects financially viable. She emphasized that while the city has previously rejected housing with commercial developments in other locations, she believes this area is the right place for such a combination.

Council Member Johnson asked if they can make it a requirement that it has to be a mix of the two.

Director Schaefermeyer explained the PD Floating Zone is your most flexible tool. The reason the city initially limited the PD Floating Zone to no more than eight units per acre outside the station area plan was to avoid long, difficult negotiations with developers. This limit was set after multiple instances where the city spent months working through similar conversations with developers to settle on density levels.

City Manager Lewis indicated that having this tool, the PD Floating Zone with the potential for more than eight units per acre in certain areas, would be beneficial for the city. It could be useful for future projects in the specified area, offering greater flexibility for development.

City Attorney Loose recommended not amending the PD Floating Zone to mandate mixed-use developments. Instead, the city should maintain discretion and have initial conversations with developers about desired features, such as homeownership, before moving forward. This approach provides flexibility and allows staff to understand the council's preferences early in the process, without being bound by specific requirements in the zoning text.

Director Schaefermeyer clarified that the proposal aims to make the PD Floating Zone more flexible for the council's use, rather than implementing a mixed-use housing zone. He noted that discussions with Planner Moss have explored adding more language or guidance to the PD Floating Zone ordinance, focusing on clear benefits to the city, such as economic advantages,

preservation of open space, or other design requirements. These adjustments would help set the stage for discussions with the council while maintaining flexibility in deciding on specific projects.

Council Member Harris said this area is likely to see more vertical developments compared to other parts of the city. As such, incorporating a mix of housing types aligns well with this type of development. Vertical projects can often accommodate mixed-use or varied housing more easily than lower-density, ground-level projects. He agrees with Mayor Ramsey's point about this being the right place for such a mix, as the nature of vertical construction lends itself to achieving that balance effectively.

Director Schaefermeyer said this area aligns well with addressing east-west traffic issues due to its proximity to significant infrastructure investments. The state legislature frequently emphasizes the need for cities to prioritize development near these high-investment areas, ensuring that public funds are utilized effectively. By focusing growth and mixed-use opportunities here, the city demonstrates responsiveness to state priorities while leveraging existing infrastructure.

Planner Moss continued to review prepared presentation (Attachment A). He discussed one of the strategies we're implementing is option H, which involves evaluating, reducing, and amending parking requirements in areas where fewer vehicles are typically needed. This includes locations near transit stations or senior housing, where households may only own one car or none at all due to reduced commuting needs. Currently, our code lacks a specific parking ratio for senior housing, which is a common standard in many parking codes. Adding this ratio would be a straightforward improvement, especially as we anticipate future senior housing projects. This adjustment would help optimize land use while supporting the needs of our community.

Council Member Harris expressed concerns about parking and the reality of car ownership, even in areas near transit. While some residents, particularly seniors or those in transit-oriented developments, may rely less on cars, it's true that many still bring vehicles, regardless of location. Balancing parking requirements with housing costs is tricky. Reducing parking can lower housing costs, but it must be done thoughtfully to avoid inadequate parking for residents who own cars. We need to carefully evaluate how parking adjustments impact the broader community and to ensure our strategies reflect real-world behaviors. He added that parking concerns were one of the most frequent complaints received from residents, often related to insufficient parking spaces. He cautioned against reducing parking requirements across the city, citing doubts about whether transit-focused living trends were currently viable. While acknowledging legislative encouragement to reduce parking near transit, he emphasized the need to ensure any changes would align with existing community needs and realities.

Planner Moss highlighted opportunities to review and update parking requirements that may no longer align with current needs or industry standards. As an example, he noted that the city could require hair salons to provide three parking spaces per chair, one for the stylist, one for the customer, and one seemingly unnecessary, possibly intended for an observer. He suggested evaluating such requirements to ensure they are reasonable and relevant to today's market. He

emphasized that the city's parking regulations establish minimum requirements, allowing developers to exceed them if desired. However, requiring excessive parking unnecessarily inflates costs, especially for facilities like senior living centers, where fewer cars may be needed. He noted that each parking space significantly contributes to overall housing costs.

Council Member Harris said shortages appear to be more prevalent around residential areas rather than commercial zones. Reducing parking requirements for residential developments, could exacerbate the issue. However, there might be more flexibility on the commercial side, though further analysis would be needed to determine the appropriate adjustments. He emphasized the need to carefully assess any proposed changes to parking requirements.

Director Schaefermeyer discussed the potential challenges of redeveloping areas with mixed uses, particularly the balance between commercial and residential parking requirements. They highlighted that commercial parking standards could impact the available space for housing. He pointed out that the city's existing code provides some flexibility for shared parking, though this requires careful consideration of the specific project. In some cases, a parking study may be necessary, which would be reviewed by the engineering department. These factors are being taken into account as part of the ongoing evaluation of parking requirements.

Mayor Ramsey expressed concern about parking reductions, particularly drawing attention to issues like those at La Hacienda, where parking shortages have caused significant problems. She added that while new urbanism advocates for eliminating parking, the current reality in Utah and in South Jordan, due to limited transit options, still necessitates planning for car usage. She acknowledged that, while progress is being made toward better transit, funding remains a challenge. She requested more detailed information on the potential parking code changes, recognizing the gap between theoretical ideas and practical realities. She stressed the importance of finding a balanced solution, as the city's residents will continue to rely on cars for the foreseeable future.

Director Schaefermeyer highlighted the importance of being strategic in adjusting the parking code, emphasizing that it isn't necessary to overhaul the entire code. The goal would be to improve and create opportunities for parking reductions or adjustments where appropriate. They referenced La Hacienda as an example of a building originally designed without a restaurant in mind, but later repurposed to include a restaurant, daycare, and rental car business. He noted that planning for such mixed-use developments can be challenging, requiring thoughtful consideration of how to best accommodate varying needs.

Mayor Ramsey mentioned the need to ensure that the HTRZ designation is valid for five years, rather than just a one-year approval, as it was part of a long, ongoing process. She highlighted the importance of reducing parking requirements being factored into the city's Municipal Investment Housing Plan (MIHP) for a more extended period, rather than just as a one-year checkbox, to allow for more sustainable planning and development.

Planner Moss continued to review prepared personation (Attachment A) and provided an update on the city's efforts regarding moderate-income housing strategies. Noting that the work on

incentives for moderate-income units in new developments, such as the PD Floating Zone and shoreline development agreements, was now in the implementation stage. This effort has been ongoing, awaiting development applications to put those incentives into action. He then introduced a new option (Option O), focusing on utilizing Interlocal agreements to promote moderate-income housing. South Jordan has been participating in the HOME Interlocal agreements with Salt Lake County and other local cities since 2014, contributing to CDBG-related funds. However, the city has not yet used these funds within its own boundaries, despite funding affordable housing in other areas of the county. He suggested exploring ways to use these funds for local projects, such as the homeowner repair program or potentially reestablishing the rental assistance program from the COVID-19 period.

Council Member McGuire inquired about the city's involvement in administering affordable housing programs through the HOME Interlocal agreements. Asking whether the city directly manages the programs or if it simply refers residents to the county office for qualification and processing.

Planner Moss responded that the county acts as the executor of the consortium, managing the distribution of funds and overseeing the reporting and usage of those funds.

Director Schaefermeyer explained that while Salt Lake County administers the HOME Interlocal agreements, South Jordan has a voice in the application process. Other cities, such as Taylorsville and West Valley, have also applied for funding from the consortium. South Jordan would follow a similar process, contributing to the funds and applying for programs to receive financial support for affordable housing initiatives. He shared from experience that West Valley and Taylorsville were given priority for funding due to their involvement in the HOME consortium. He noted that while other deserving applicants were also considered, consortium members were favored for funding. The HOME Program, managed by the county, enables larger-scale affordable housing projects or other initiatives that individual cities may not have the resources to fund on their own.

Director Schaefermeyer responded to a question about the city's contributions to the HOME program, clarifying that while South Jordan is contributing, it is not receiving direct benefits for its residents at the moment. The county uses the HOME funds to support larger-scale affordable housing projects. Although the city could potentially donate to such projects, the funds allocated are generally for larger amounts, such as \$100,000 or \$300,000, which individual cities may not be able to provide. He further explained that the county is using the HOME funds for significant projects, such as the renovation of a large tower near the county offices. He noted that while South Jordan contributes to the program, the city has a voice in directing where funds are allocated, and proposed the idea of bringing some of the money back to the city.

Associate Director Katie Olson clarified that South Jordan does not make a direct appropriation but rather participates in a county-wide allocation, which totals about \$500,000.

Director Schaefermeyer highlighted that many organizations applying for HOME funds submit detailed information about their funding sources, demonstrating the extensive efforts made to

secure various forms of financing for affordable housing projects. He emphasized that the HOME program is just one of many funding sources utilized by these groups. He further noted that the demand for funding within the county exceeds the available funds, resulting in many applicants not receiving support. However, cities like Taylorsville and West Valley were successful in securing funding. He concluded by agreeing with the suggestion that the best opportunity for South Jordan to benefit from the HOME funds would likely be through participating in the Interlocal agreements and exploring additional funding strategies.

Planner Moss finished reviewing prepared presentation (Attachment A) briefly discussing the ongoing efforts regarding the utilization of RDA funds for moderate income housing, particularly in relation to the senior housing project with Ivory Innovations. He noted that this is a continuation of efforts to coordinate with the developer and make any necessary adjustments to the code or other aspects to facilitate the project. He also mentioned the requirement by the state to create station area plans due to the presence of fixed-guideway rail systems in the city. He noted that the station area plans for the Trax have already been adopted, and work is currently underway to develop the plan for the FrontRunner station, which is expected to be brought before the council by spring. He concluded by emphasizing the need to adopt the plan and move forward with its implementation once completed.

Mayor Ramsey provided an update regarding the station area plan efforts. She and Director Schaefermeyer have been asked to speak at the Regional Growth Committee (RGC) meeting in the next two weeks to discuss the station area plan application. The goal is for the RGC to recommend approval to the full Wasatch Front Regional Council (WFRC), with the final approval anticipated the following week. She highlighted the significance of this upcoming approval, noting that it would be an important step forward for the city, particularly regarding the Trax stations. She also acknowledged the extensive work that has gone into preparing for this process.

Council Member Shelton inquired about the entities involved in interlocal agreements related to the HOME plan and asked whether these agreements would be with the county or another entity.

Planner Moss clarified that the interlocal agreements related to the HOME plan are signed documents with the county. Additionally, other cities have also submitted their agreements to participate.

Director Schaefermeyer mentioned that the full housing report will first go to the Planning Commission and would be presented to the City Council before a vote. The report will be distributed to the Council members after the current meeting to allow time for review. He noted that there have been personnel changes at DWS this year and that they will be reaching out to the new staff to determine what is required to meet the necessary standards and will do their best to move forward with the process. He encouraged council members to reach out to him, Planner Moss, or Mr. Smith with any questions before the meeting and before the report moves forward.

**E.3. Council member appointment to Boards/Committees. (By City Manager, Dustin Lewis)**

City Manager Lewis provided an update on the current status of the various boards and committees. He began with the Planning Commission, noting that there has been stability with its members, although a recent vacancy has arisen in District 3, which is Council Member Shelton's district. Applications are being reviewed, and a recommendation will be made to fill the spot through the regular process. The term of Planning Commissioners runs concurrently with the City Council, so their terms extend through the remainder of the year.

City Manager Lewis moved onto the Art's Council, it is the fullest filled positons in recent years, though there are still two vacancies. One vacancy is with the Mayor, and the other is with Council Member Harris. He recently met with two qualified individuals interested in serving, both of whom are residents of the city. He offered to pass along their names and resumes for consideration, as both candidates may bring needed expertise to the Arts Council.

City Manager Lewis next discussed the status of the Senior Committee, which currently has six vacancies. The Mayor, Council Member Tamara Zander, and Council Member McGuire has a couple of vacancies. He added while there are no current applicants, the Senior Committee is able to operate with the current number of members. Names for consideration will be shared if any interested individuals come forward during the year.

City Manager Lewis listed other boards and committees, and those to which council members are assigned. He asked if any council members wished to discuss or make changes to these assignments.

Mayor Ramsey clarified that South Jordan City has decided to discontinue its membership with the Economic Development Corporation (EDC Utah). As a result, the city will no longer be part of the EDC, and this membership can be removed from future discussions. The change occurred after the organization shifted under the Salt Lake Chamber umbrella following the loss of state support. This decision was made as many cities, including South Jordan, reassessed the value of their membership after significant changes within the EDC. The city will now focus its efforts more on the South Valley Chamber rather than the EDC.

Council Member Harris expressed a desire to remain as the council liaison for the Historical Committee, despite changes. He highlighted two key activities previously organized by the committee that he would like to see continue, the Veterans Day breakfast and the Memorial Day event. These events were significant for the community, and he suggested that it would be beneficial to continue their involvement in some capacity.

City Manager Lewis confirmed that the Veterans Day breakfast and Memorial Day event would continue, but they would now fall under a different umbrella, likely through the city's recreation programming. He emphasized that while these events would still take place, the responsibility for organizing them would shift, with the newly structured group handling other aspects.

City Manager Lewis agreed to create a list of all boards and committees that staff members participate in, including both city-specific and state appointments. He noted the list will allow for a better understanding of board assignments, ensuring awareness when relevant issues arise.

**Council Member Harris motioned to amend the City Council Study Meeting agenda to add an Executive Closed Session to discuss the character, professional competence, or physical or mental health of an individual. Council Member Johnson seconded the motion; vote was 4-0 unanimous in favor. Council Member Zander was absent from vote.**

**Council Member Harris motioned to recess the City Council Study Meeting agenda to move to Executive Closed Session to discuss the character, professional competence, or physical or mental health of an individual. Council Member McGuire seconded the motion; vote was 4-0 unanimous in favor. Council Member Zander was absent from vote.**

*RECESS CITY COUNCIL STUDY MEETING AND MOVE TO EXECUTIVE CLOSED SESSION*

**F. Executive Closed Session:**

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

*ADJOURN EXECUTIVE CLOSED SESSION AND RETURN TO THE CITY COUNCIL STUDY MEETING*

**Council Member McGuire motioned to adjourn the Executive Closed Session and move back to the City Council Study Meeting. Council Member Harris seconded the motion; vote was 4-0 unanimous in favor. Council Member Zander was absent from the vote.**

**ADJOURNMENT**

**Council Member McGuire motioned to adjourn the January 7, 2025 City Council Study Meeting. Council Member Johnson seconded the motion; vote was 4-0 unanimous in favor. Council Member absent from vote.**

The January 7, 2025 City Council Study meeting adjourned at 6:36 p.m.



SOUTH JORDAN CITY  
CITY COUNCIL MEETING

January 7, 2025

**Present:** Mayor Dawn R. Ramsey, Council Member Patrick Harris, Council Member Don Shelton (Electronically), Council Member Kathie Johnson, Council Member Jason McGuire, City Manager Dustin Lewis, Assistant City Manager Jason Rasmussen, City Attorney Ryan Loose, Director of Planning Steven Schaefermeyer, Director of City Commerce Brian Preece, Director of Public Works Raymond Garrison, CFO Sunil Naidu, City Engineer Brad Klavano, Director of Administrative Services Melinda Seager, Police Chief Jeff Carr, Fire Chief Chris Dawson, Director of Recreation Janell Payne, Communications Manager Rachael Van Cleave, CTO Matthew Davis, IS Senior System Administrator Phill Brown, GIS Coordinator Matt Jarman, City Recorder Anna Crookston, Planning Commissioner Laurel Bevans

**Absent:** Council Member Tamara Zander

**Others:** Shari Harris, Martin Batten, Jeri Batten, Sam Longhurst, Thalea Loghurst, Noah Christensen, Sandy Christensen, Richard Wimmer, Bryan Gutierrez, Raymi Lemisio, Paola Gutierrez Poulson, Maya Guteierrez, Grant Horwith, Aileen Tanielu, Jose Teddy Pezqueda, David Chatterton, Tyson Taft, David Batten

6:40 P.M.  
REGULAR MEETING

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

Mayor Ramsey welcomed everyone present and introduced the meeting. She noted that Council Member Zander was unable to attend tonight's meeting and Council Member Shelton was attending electronically.

**B. Invocation – *By Council Member, Kathie Johnson***

Council Member Johnson offered the invocation.

**C. Pledge of Allegiance – *By Director of Public Works, Raymond Garrison***

Director Garrison led the audience in the Pledge of Allegiance.

**D. Minute Approval**

**D.1.** December 3, 2024 City Council Study Meeting

**D.2.** December 3, 2024 City Council Meeting

**Council Member McGuire motioned to approve the December 3, 2024 City Council Study Meeting and December 3, 2024 City Council Meeting minutes as published. Council Member Harris seconded the motion; vote was 4-0, unanimous in favor. Council Member Zander absent from the vote.**

### **E. Mayor and Council Reports**

#### Council Member Patrick Harris

- Jordan Basin Sewer Meeting, everything is going well.
- Visited the ballpark for the Bees. Progress is on schedule, and it's looking great.
- Participated in the city's 5K race, which had excellent attendance and was well-organized.
- Met with residents and potential developers about future projects in the city.

#### Council Member Kathie Johnson

- Attended Carlos Marino's swearing-in with the County Council and congratulated him on representing part of South Jordan.

#### Council Member Jason McGuire

- Attended the South Valley Chamber's Junior Women in Business event, with Council Member Johnson. Grateful for the partnership with the South Valley Chamber, which has provided significant benefits for both businesses and residents in the city.
- Participated in the Shields Lane open house, working on the master plan to make the Shields Lane corridor more multi-mobile and transit-friendly. Appreciated hearing residents' ideas and support.
- Attended the "Light the Night" event, thanking Director Payne's department for their leadership in organizing the successful community event.

#### Council Member Don Shelton

- Attended various meetings with staff and developers regarding potential projects in the city, appreciating the expertise of the city staff during these discussions.
- Participated in a couple of Jordan River Commission meetings since the last December meeting.
- Attended a county council open house for elected officials retiring, while others attended the swearing-in events.
- Had the opportunity to tour the Bees stadium, impressed by the swift progress on the project.

#### Mayor Dawn R. Ramsey

- Attended several local business events, including those where school children participated in activities, holiday lightings, and other community celebrations.
- Participated in the 11th annual Christmas for Kids event, with the Jordan Education Foundation Christmas for Kids. 750 secondary students from Jordan School District went Christmas shopping, all organized by volunteers.
- Attended a farewell event for retiring Senator Mitt Romney and discussed his contributions to Utah.

- Announced that Aston Martin, the luxury car company, has chosen South Jordan for one of their 40 U.S. dealerships. This will be located at Salt Lake City Motor Cars, which already hosts brands like Lamborghini and Bentley.
- Attended and thanked everyone involved in the success of the "Light the Night" event.
- Attended the Utah Interfaith Fireside held in honor of the inauguration of Utah's state leaders (governor, lieutenant governor, attorney general, state auditor, and state treasurer) to promote unity and hope for the future.
- Traveled to Washington, DC, for the dedication of the Martha Hughes Cannon statue in Statuary Hall at the U.S. Capitol, recognizing her significant contributions as the first woman elected to a state senate and a prominent suffragist and physician.
- Met with Utah's senators and representatives during the trip to Washington, DC, to discuss ongoing city projects and secure their support.
- Had meetings with state legislators and other cities from the south valley to discuss upcoming bills and potential benefits for the region.

**F. Chinese New Year's Celebration:** *(By Herriman High School Chinese program students)*

The Herriman High School, Bingham High School, and Mountain Creek Middle School students performed for the Council and shared about the Chinese New Year Celebration at Mountain Creek Middle School on January 23, 2025 (Attachment A).

**G. Public Comment**

Mayor Ramsey opened the public comment portion of the meeting.

**Brian Gutierrez (Taylorsville Resident)** - Hello, South Jordan. My name is Brian Gutierrez. How are you doing? Chris Dawson, hello. I didn't want to come here today. You all know me, but I had to something happened this weekend that was very terrible news. We have another dead Utahn from this city, shot to death by Jeff Carr's team. That's the second Utahn shot to death in six months, by your team, Jeff. This is one of them. My brother, Marcelo, he can't be here today, so I am, and I'm kind of shaken at these words. We're proud of the way we do things here, Mayor, those are your words. I don't know where to begin. You scrub your contact info from your website. You take it down after I call your team. Are you proud of that? Are you proud of two deaths in this city in six months at the hands of police? Oh, my God, you guys. My mom, own words, this has been the hardest, Jeff, this has been the hardest Christmas for my family. My mom cries herself every night because our brother is dead from your police, from your team, dead, shot in him, bullets went through him and he is dead because your decision, or your team, you guys, decided to pull the triggers and kill him in this part in the parks of the city. So again, Mayor, we are proud of the way we do things here. Really, I can't take you serious. Patrick Harris, I can't take you serious. Patrick, Mayor Ramsey, Jeff Carr, Don Shelton, at home, I have a message for you guys. There are very respectable careers in this world. The ones you guys hold you guys are unfit to lead, your unfit leader, unfit leadership failed. My brother is dead, and now we have a second Utahn dead at the hands of South Jordan Police Department. We are proud of the way we do things here. Did you hear that, Kathie, did you hear that, Jason to the legal council member to the right. He always chimes in after I get up and speak, and he's like,

we're respecting the laws. We're respecting the DAs office. Can you please answer this question, why did this council take down their directory, their website, their phone numbers, and their bios. Jason's was my favorite. It said my greatest achievement is being a father, right? Jason, that's what you had, but my time's up. Thank you.

City Attorney Loose addressed the Mayor and Council, we've been contacted by the Gutierrez family attorney and have been asked to communicate exclusively through him. If he reaches out, Mr. Roberts Palmer Pearlstein, we will be happy to engage in any dialogue or address any questions the family may have through him, per their request. If I need anything from you, I will contact you directly.

**Chris Thurman (Resident)** – I just want to address you and thank you for the exemplary employees you have at the city, especially in the police and fire departments. I stand before you as a citizen of South Jordan and a former member of the South Jordan Fire Department for 15 years. It has been a pleasure to work with both the fire and police departments in my new position at Jordan Valley Hospital. They are exemplary, and you should be proud of the job they do. As a citizen, I truly appreciate their hard work. Thank you, Chief and Chief, for all that you do for us. It is very much appreciated. Thank you.

**Raymi Lemisio (West Valley Resident)** - My brother was just up here. I wanted you to know about my little brother—my "Little Big Brother" Marcelo, who loved mountains, hiking, and running. He learned to love fitness after struggling with his weight. Marcelo attended a young single adult's ward but struggled to socialize because he didn't know how. After graduating high school, he spent several years in my parents' basement because he didn't know how to go out and make friends. But when he lost weight, he gained confidence and tried to meet people. Unfortunately, people didn't always understand him. On December 24 last year, I went to the location where he was shot by the South Jordan Police. I sat on the rock where he was before the ambulance took him, and I cried. I cried so much that my soul hurt. I prayed. I haven't been an active member of the LDS church for a while, but I started to go back in early 2023 because I knew I needed God in my life, and I know forgiveness is necessary for me. I prayed on my brother's rock by the trail where his blood was. I prayed to God for strength and for the ability to forgive. But one thing still troubles me is I need to know what happened. That's all my family asks for. We just want to know what happened to Marcelo, how it happened. When I saw my little brother at the funeral home and saw the bullet wounds on his body—my Little Big Brother, who was a gentle giant suffering from mental illness, such as schizophrenia. It is hard to imagine how he could have been a threat. Even with the knife he had that day, it's difficult to believe he could have been such a threat to the officers there, especially since he could barely walk because of his weight. I miss his smile. I wish I could have had one more hug with him—a big bear hug. The last hug I had with him was when his body was so cold at the funeral home. We just want answers, that's all. I don't hate you, I don't hate anyone. We just want people to be held accountable, and we want to know the truth about what happened. I know everyone is human, and we all have bad days, and we get caught up in emotions, but we must hold ourselves accountable too. Thank you for listening.

**Paola Gutierrez Poulsen (Taylorsville Resident)** – I am also a sibling of Marcelo's, his oldest sister, and I miss my brother so much. There are nine of us, so you've almost met half of us, and

we'll continue to come because we can't just sit at home waiting anymore. On January 15, it will be seven months, and all we're told is, "Just wait. Just wait. Just wait." Would you wait? What would you do? We're doing what we can. We can't just sit at home and cry anymore. We got through his birthday in November, Thanksgiving, and somehow, we got through Christmas. Now it's the New Year, and we're hoping for some answers. It shouldn't take this long. I've called, I've talked to detectives, I've talked to different authorities, and all I get are scripted answers. Well, you know what? My family and I don't have a script for what happened. We just have the raw emotion and the loss of our brother. Everyone I've spoken to gives me a scripted answer, and that's what's missing here, the human side of all this. Your scripts, we're tired of them. We want answers. In Salt Lake City, their police department releases body cam videos within 10 days. Mayor Jackie Biskupski put that policy in place, and the next mayor, Erin Mendenhall, kept it. It's been seven months for us. I've heard your scripts, and I'm done waiting. We need answers. Our brother is dead. We don't know why. We don't know how. And all we hear is, "Just wait. Just wait. Just wait." Ma'am, you're the mayor. If other mayors can make it happen, I don't see why you can't. We've grown up in this city. Utah has been our home for over 30 years. We love living here. I never thought I'd find myself in this position. You hear about these situations in the news, in the media, but now my brother is dead, and we have no answers. It's just an investigation. I understand why people riot and protest in other cities. How do you just sit there and wait? It's hard, it's very hard to be in this position. But we're going to fight for our brother. We're not going to give up. We're going to keep coming until you've met all of us and everyone who wants to join us and help us, because we love our brother. He suffered from schizophrenia. He wasn't just some person walking around drunk, as the news describes it. He was a human being. He was my brother, my baby brother, and I will stand up for him wherever I need to. Thank you for your time.

Mayor Ramsey closed the public comment portion of the meeting. She noted that this is not a time for us to provide answers or solve things directly, but at the risk of sounding redundant, and in light of the tender emotions and very real pain expressed here today, I'm going to turn to our City Attorney, Ryan Loose, for two things. First, could you confirm that we are still waiting on the District Attorney's Office. To clarify, this is not a script, it is the reality that we are also waiting for their information. Second, could you provide a brief explanation, perhaps 30 seconds, about the difference in the form of government between South Jordan and Salt Lake City.

Attorney Loose provided an update regarding the District Attorney's (DA's) office and officer-involved critical incidents. He stated that under state code, the DA's office has 180 days to complete their review of such incidents. In certain circumstances, the timeframe can extend beyond 120 or 180 days, as outlined in the code. Currently, the case remains within the 180-day period, and the City has no control over the timeline. Chief Carr has been in contact with the DA's office as recently as this week to inquire about the status, and it is understood that the Gutierrez family has also reached out. The City hopes the DA's office will release the findings as soon as possible. He clarified that the City Council does not have access to any additional information beyond what has been publicly released through the news. Reports and investigations are held exclusively by the investigative team and the DA's office. He also explained the City's form of government, noting that South Jordan operates under a six-member council form of government, where the council holds both executive and administrative authority, with some responsibilities delegated to the mayor. This differs from the "strong

mayor" system, such as in Salt Lake City, where the mayor has broader unilateral decision-making authority. He noted that Salt Lake City is the only city in Salt Lake County that releases body camera footage or other related information before the DA has completed its investigation and issued findings.

Mayor Ramsey addressed the Gutierrez family, thanking them for attending the meeting and reaffirming that they are always welcome in the City Council chambers. She expressed her condolences for their loss and heartache and emphasized that the City is waiting for updates alongside them.

## **H. Presentation Item**

### **H.1. Community Life Saving Award. (*By Fire Chief, Chris Dawson*)**

Fire Chief Dawson thanked the Mayor and Council for the opportunity to present an important community recognition. He introduced Deputy Chief and Medical Division Chief Mike Richards to assist with the awards and share additional details. He highlighted South Jordan's commitment to cardiac wellness, emphasizing the City's long-standing ordinance requiring AEDs in various public-access locations. He noted the success of the program, which includes public AEDs and resident training in CPR and AED operation, resulting in numerous lives saved from sudden cardiac arrest over the years. He shared a personal story of how an AED had saved a life in his presence and recounted a recent incident reported by fire crews. This incident involved the life-saving actions of individuals who used an AED to assist Mr. Marvin Batten during a cardiac emergency. Their prompt and courageous actions restored Mr. Batten's pulse before emergency responders arrived. Chief Dawson expressed gratitude to those being recognized for their decisive actions and shared that Mr. Batten was alert and talking to the fire crew upon arrival at the hospital. He then invited Medical Division Chief Mike Richards to provide a brief synopsis of the incident.

Medical Division Chief Mike Richards presented the timeline of events surrounding Marvin Batten's cardiac arrest on September 27, 2024. Marvin and his wife, Jeri, had just finished shopping at Costco shortly after noon and were walking toward the exit when Marvin suddenly collapsed. Jeri managed to help him to the ground. Aileen, the membership manager at Costco, was at the membership desk assisting a customer when she noticed Marvin being held up by his wife. Aileen rushed over to untangle Marvin's arm from a cart, helping Jeri hold him upright in a kneeling position. Meanwhile, David, a shopper and director of clinical operations at South Jordan Health Center, was at Costco with his son. David had gone to Costco without a specific purpose and was near the customer service desk when his son noticed Marvin's collapse and called for David to help. David arrived to find Marvin with Jeri and Aileen. He checked for a pulse and, finding none, worked with Aileen to lower Marvin to the ground. David immediately began CPR while Eileen elevated Marvin's feet. Eileen then called for Jose, a front-end staff manager. Jose arrived, called 911, and instructed another employee to retrieve the AED from the wall. He also ensured the area was kept clear of other customers. After two cycles of CPR, the AED was brought to the scene. It was connected to Marvin and advised a shock, which was delivered. David and Aileen continued CPR until the South Jordan Fire Department arrived. Upon arrival, fire crews took over CPR and attempted to insert an oral airway into Marvin's

mouth to maintain his airway. Marvin gagged in response, prompting the crew to stop CPR and check for a pulse. They found that Marvin had regained a pulse and had started breathing on his own. Marvin was hooked up to monitors, placed on a stretcher, and moved to the ambulance for transport to CommonSpirit Holy Cross Hospital, Jordan Valley. During transport, Marvin became more responsive and began talking to EMS personnel. Though he could not recall the incident, he provided some medical history. At the hospital, Marvin was admitted to the ER and evaluated. He was later transferred to the ICU, where various tests were conducted to determine the cause of the cardiac arrest. No definitive cause was identified, but his pacemaker was upgraded to include an internal defibrillator. Marvin was discharged just four days later, on October 1, 2024. Chief Richards concluded by emphasizing that Marvin's survival was a result of the quick and decisive actions of David, Aileen, and Jose, showcasing the life-saving value of citizen CPR training. Representatives Christine McSweeney, CEO of CommonSpirit Holy Cross Hospital Jordan Valley and West Valley. Chris Thurman, EMS coordinator at Jordan Valley Hospital and Crystal Albrecht emergency service clinical nurse manager at Jordan Valley. Representatives of Zoll medical, the manufacturer of the AED that was used, were not able to be here, but also wanted to recognize the efforts of these three individuals, and have provided certificates and challenge coins for them.

Christine McSweeney expressed gratitude for the opportunity to work with the crews involved in the rescue effort. They stated their appreciation for the support provided during the incident and emphasized that it takes a collective effort to achieve such outcomes. They conveyed feeling honored and privileged to serve in their role within the community and thanked everyone for their partnership.

Marvin Batten thanked the fire department, paramedics, hospital staff, and specifically named David, Eileen, and Jose for their efforts. He expressed that without the help of everyone involved, he would not be here today. Marvin also addressed his family in the front row, mentioning that his grandkids were there.

Chief Dawson presented each Aileen Tanielu, Jose Teddy Pezqueda, and David Chatterton with the Community Life Saving Award.

## **I. Action Item**

### **I.1. Resolution R2025-01**, Proclaiming January 16, 2025 as Religious Freedom Day in the City of South Jordan. RCV (*By City Manager, Dustin Lewis*)

City Manager Lewis shared that several years ago, he had the opportunity to meet Mr. Grant Horwith, who encouraged the city to recognize Religious Freedom Day. He mentioned that they worked together to develop a resolution, which has been recognized in the community for the past couple of years. The resolution is recognized by both Congress and the State of Utah, and thanks to Mr. Horwith's efforts, some neighboring jurisdictions also observe January 16 as Religious Freedom Day. He highlighted the importance of the day, emphasizing that it provides the opportunity for individuals to believe or not believe as they choose. He brought the resolution back for the council's consideration.

Mayor Ramsey read Resolution R2025-01 (Attachment B).

**Council Member Johnson motioned to approve Resolution R2025-01, Proclaiming January 16, 2025 as Religious Freedom Day in the City of South Jordan. Council Member McGuire seconded the motion.**

**Roll Call Vote**

**Council Member Johnson - Yes**

**Council Member McGuire- Yes**

**Council Member Harris - Yes**

**Council Member Shelton - Yes**

**Council Member Zander - Absent**

**The motion passed with a vote of 4-0. Council Member Zander was absent from the vote.**

Mayor Ramsey thanked Mr. Horwith for his efforts and acknowledged that five cities in the area have now passed the resolution proclaiming Religious Freedom Day as a result of his work. She noted that this was the first resolution of the year and expressed pride in starting with such a meaningful one.

**J. Public Hearing Item**

**J.1. Ordinance 2025-03, Vacating a portion of Right-of-Way on the east side of Ziggy Lane. RCV (By Director of Planning, Steven Schaefermeyer)**

Director Schaefermeyer reviewed prepared presentation (Attachment C) introducing the proposed request to vacate a portion of right of way in Daybreak, describing it as one of the smallest requests the city has received, involving just 0.003 acres. He explained that the request was necessary to allow a lot with a chosen product to fit properly. He also mentioned that Tyson Taft with Larry H. Miller Real Estate was present for any specific questions. Schaefermeyer emphasized that the request would not harm public interest or materially affect any individuals, and he recommended approval of the request. He offered to take questions after the public hearing.

Tyson Taft, Larry H. Miller Real Estate (Applicant) added that the previous plan for the lot included townhomes, but the new plan calls for a single-family unit. He stated that adjusting the lot size would allow for the different type of home to be built.

Mayor Ramsey opened the public hearing for Ordinance 2025-03. There were no comments. Mayor Ramsey closed the public hearing.

Council Member Johnson inquired if the right of way vacation would affect safety or make any difference to the roadway.

Director Schaefermeyer responded that it would not and noted that a fee has now been established for right of way vacations due to the staff time involved. He also mentioned that the city has requested Larry H. Miller to group such requests together more comprehensively in the future, with the aim of presenting fewer of these requests, or at least less frequently.



**Council Member McGuire motioned to approve Ordinance 2025-03, Vacating a portion of Right-of-Way on the east side of Ziggy Lane. Council Member Harris seconded the motion.**

**Roll Call Vote**

**Council Member McGuire - Yes**

**Council Member Harris - Yes**

**Council Member Johnson - Yes**

**Council Member Shelton - Yes**

**Council Member Zander – Absent**

**The motion passed with a vote of 4-0. Council Member Zander was absent from the vote.**

**K. Staff Reports and Calendaring Items**

City Manager Lewis requested City Attorney Loose to provide an update on the legislative tour scheduled with some of the new legislators on Monday, January 13, 2025.

City Attorney Loose provided an update on the legislative tour scheduled for Monday. The tour will involve legislators, including Representatives Doug Fiefia, Tracy Miller, and Jordan Teuscher. The legislators will visit various development projects in the city, starting at 8:00 a.m. Due to scheduling constraints, the representatives will be in and out during the day. A short breakfast will be held, and the group will depart for Pure Sojo. Representative Miller will leave by 9:30 a.m., and the group will continue with site visits to show them development projects both in progress and approved. The goal is to provide the legislators with a broader perspective on how their decisions impact not just their district but the entire city, valley, and state. The tour is expected to end by 10:00 a.m. The group will visit locations including the Bastion Center, RDA redevelopment projects, and other key development sites. He asked for input on any additional sites to visit, emphasizing the importance of understanding water regulations and their impact on city development.

Police Chief Jeff Carr provided an update (Attachment D) on the city's victim advocate program, highlighting the essential work of the two full-time victim advocates. Over the past six months, they have primarily assisted domestic violence victims, with 108 cases in that category. Additional services have included support for victims of identity theft, fraud, assault, sexual assault, and child abuse, with case numbers detailed for each category. Chief Carr noted that the program is partially funded by a \$36,000 annual grant from the State Office of Crime Victims, which helps cover advocate salaries. He explained that the advocates assist victims from the time of victimization through the court and restitution processes, providing crucial guidance for addressing issues such as identity theft. Their contributions significantly alleviate the burden on police officers, ensuring victims receive the necessary support. He expressed gratitude for the advocates' work and emphasized their value to the community. He offered to answer any questions from the council.

Communications Manager Rachael Van Cleave noted it was the time of year when she needs to finalize the city's annual report. She thanked the council members for their responses, noting she had heard from nearly everyone and was awaiting input from a few remaining individuals. She

expressed appreciation for the feedback received so far. She requested that any outstanding submissions or edits be sent to her by the following day to ensure timely completion. She highlighted that the publication would be distributed to every household in the city. She praised Tyson Cole, Graphic Design Content Coordinator for his exceptional design work, describing the report as visually impressive and a strong representation of the city.

City Manager Lewis informed the council that the annual city survey would soon be distributed to a sample of residents. He explained that the survey gathers feedback on various city-related topics and noted that residents might mention receiving it within the next week. Once the survey results are compiled, the council will have the opportunity to review and discuss them in a work session, which is anticipated to occur in a few months.

**Council Member Johnson motioned to recess the City Council Meeting and move to Executive Closed Session to discuss the purchase, exchange, or lease of real property and the deployment of security personnel, devices, or system. Council Member McGuire seconded the motion; vote was 4-0, unanimous in favor.**

**Roll Call Vote**

**Council Member Johnson - Yes**

**Council Member McGuire - Yes**

**Council Member Harris - Yes**

**Council Member Shelton - Yes**

**Council Member Zander – Absent**

**The motion passed with a vote of 4-0. Council Member Zander was absent from the vote.**

***RECESS CITY COUNCIL MEETING AND MOVE TO EXECUTIVE CLOSED SESSION***

**L. Executive Closed Session**

L.1. Discussion of the purchase, exchange, or lease of real property.

L.2. The deployment of security personnel, devices, or system.

***ADJOURN EXECUTIVE CLOSED SESSION AND RETURN TO CITY COUNCIL MEETING***

**Council Member Harris motioned to adjourn the Executive Closed Session and return to the City Council Meeting. Council Member Johnson seconded the motion; vote was 4-0, unanimous in favor. Council Member Zander was absent from the vote.**

**Council Member Johnson motioned to adjourn the January 7, 2025 City Council Meeting. Council Member McGuire seconded the motion; vote was 4-0, unanimous in favor. Council Member Zander was absent from the vote.**

**ADJOURNMENT**

The January 7, 2025 City Council Meeting adjourned at 9:13 p.m.

**RESOLUTION R2025-04****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR OF THE CITY OF SOUTH JORDAN TO SIGN A FRANCHISE AGREEMENT WITH CABLEVISION LIGHTPATH LLC.**

**WHEREAS**, pursuant to Utah Code § 10-1-401, *et seq.*, the City of South Jordan (“City”) may levy a franchise tax; and

**WHEREAS**, the City Council of the City of South Jordan (“City Council”) has adopted Chapters 3.20 (Telecommunication Service Providers Tax) and 5.80 (Telecommunication System Franchises) of the South Jordan City Municipal Code (“City Code”); and

**WHEREAS**, Cablevision Lightpath LLC, a Delaware limited liability company, is a telecommunication services company that provides a variety of telecommunication services to businesses; and

**WHEREAS**, Cablevision Lightpath LLC and the City desire to enter into a franchise agreement pursuant to state law and the City Code to allow Cablevision Lightpath to operate in the City in consideration for paying the franchise tax.

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

**SECTION 1. Agreement Authorization.** The City Council hereby authorizes the Mayor of the City of South Jordan to enter into a franchise agreement with Cablevision Lightpath, which is attached as EXHIBIT A.

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

[SIGNATURE PAGE FOLLOWS]


**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Kathie 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

## **EXHIBIT A**

### Cablevision Lightpath LLC Franchise Agreement

## **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 Cablevision Lightpath LLC (“Lightpath”), a Delaware limited liability company (“PROVIDER”), with its principal offices at 1111 Stewart Ave., Bethpage NY 11714.

### **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: \_\_\_\_\_

Mayor

ATTEST: \_\_\_\_\_

City Recorder

Approved as to Form:

*R.A. v. Loose*

Attorney for City

State of Utah )

ss:

County of Salt Lake )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, 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"

Cablevision Lightpath LLC,

By: *Herbert Boynton*

*Herbert Boynton*

(Print name and title above) *EVP Sales & Engineering*

Commonwealth of *Massachusetts*

ss:

County of *Middlesex* )

The foregoing instrument was acknowledged before me this 7 day of JANUARY, 2025, by Herbert Boynton, the EVP Sales & Engineering of Cablevision Lightpath LLC, on behalf of the company.



*[Signature]*  
Notary Public

Notary registration number: *N/A*

My commission expires: *12/23/2027*

# EXHIBIT "A"

Item H.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:

Item H.1.

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 H.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 H.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  
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installation, construction, operation, use and maintenance of systems in the city rights of 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 H.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 chapter<sup>1</sup>. (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 H.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 H.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 H.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 H.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 H.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 H.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 H.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 H.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

DATE

Item H.1.

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).

<b>PRODUCER</b> Edgewood Partners Insurance Center 1140 6th Avenue, 8th Floor New York NY 10036		<b>CONTACT</b> NAME: Certificate Unit PHONE (A/C, No, Ext): 404-781-1700 E-MAIL ADDRESS: certificate@epicbrokers.com		<b>FAX</b> (A/C, No):
License#: 0B29370 ALTICE-01		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Altice USA, Inc. & as per attached named insured schedule One Court Square West Long Island City NY 11101		INSURER A: XL Insurance America, Inc.		24554
		INSURER B: Greenwich Insurance Company		22322
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

**COVERAGES****CERTIFICATE NUMBER:** 1253248232**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			US00085635LI25A	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAD9437830-08	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00085636LI25A	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	RWD3001337-08	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**City of South Jordan, Utah  
1600 W. Towne Center Dr.  
South Jordan UT 84095

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

SUPPLEMENT TO CERTIFICATE OF INSURANCE		
NAME OF INSURED: <b>ALTICE USA, INC.</b> ; and as per below Named Insured Schedule		
ENTITY NAME	ENTITY NAME	ENTITY NAME
1111 STEWART CORPORATION	CEBRIDGE TELECOM KS, LLC	FRIENDSHIP CABLE OF TEXAS, INC.
4CONNECTIONS LLC	CEBRIDGE TELECOM KY, LLC	FROWEIN ROAD CORPORATION
A R H, LTD.	CEBRIDGE TELECOM LA, LLC	GLITCHAI, INC.
ALTICE CARE HOLDINGS CORP.	CEBRIDGE TELECOM LIMITED, LLC	HORNELL TELEVISION SERVICES, INC.
ALTICE/CHARTER MASTER CABLE ADVERTISING, LLC	CEBRIDGE TELECOM MO, LLC	i24 News France
ALTICE NEWS, INC.	CEBRIDGE TELECOM MS, LLC	i24 News S.a.r.l
ALTICE REAL ESTATE CORPORATION	CEBRIDGE TELECOM NC, LLC	i24 US Corp
ALTICE USA EMPLOYEE DISASTER RELIEF FUND	CEBRIDGE TELECOM NM, LLC	i24 US, LLC
ALTICE USA, INC.	CEBRIDGE TELECOM OH, LLC	INTELCIA JAMAICA LIMITED
ALTICE USA NEWS, INC. (formerly Cheddar Inc.)	CEBRIDGE TELECOM OK, LLC	INTELCIA USA LLC
ALTICE USA WIRELESS, INC.	CEBRIDGE TELECOM TX, L.P.	JUICE MEDIA, INC.
ATS HOME SECURITY INSTALLERS, LLC	CEBRIDGE TELECOM VA, LLC	KINGWOOD HOLDINGS, LLC
ATS US HOLDINGS CORP.	CEBRIDGE TELECOM WV, LLC	KINGWOOD SECURITY SERVICES, LLC
ATS US, LLC	CEQUEL CAPITAL CORPORATION	LIGHTPATH ADDITIONAL INVESTOR AGGREGATOR LLC
AUDIENCE PARTNERS CANADA, INC.	CEQUEL COMMUNICATIONS ACCESS SERVICES, LLC	LIGHTPATH HOLDCO 1, INC.
AUDIENCE PARTNERS WORLDWIDE LLC	CEQUEL COMMUNICATIONS HOLDCO, LLC	LIGHTPATH HOLDCO 2, INC.
A-R CABLE SERVICES - NY, INC.	CEQUEL COMMUNICATIONS II, LLC	LIGHTPATH HOLDINGS LLC (ownership of 50.01%)
CABLE SYSTEMS, INC.	CEQUEL COMMUNICATIONS III, LLC	LIGHTPATH ADDITIONAL INVESTOR AGGREGATOR LLC
CABLEVISION LIGHTPATH CT LLC	CEQUEL III COMMUNICATIONS I, LLC	LIGHTPATH MANAGEMENT INCENTIVE AGGREGATOR LLC
CABLEVISION LIGHTPATH HOLDINGS LLC	CEQUEL III COMMUNICATIONS II, LLC	LIGHTPATH OF NEW ENGLAND, LLC
CABLEVISION LIGHTPATH NJ LLC	CEQUEL COMMUNICATIONS, LLC	MERCURY VOICE AND DATA, LLC
CABLEVISION LIGHTPATH LLC	CEQUEL WIRELESS, LLC	MIDDLE EAST NEWS
CABLEVISION NYI L.L.C.	CHARTER/ALTICE MASTER CABLE ADVERTISING, LLC	MSGVN LLC
CABLEVISION OF BROOKHAVEN, INC.	CLASSIC CABLE OF LOUISIANA, L.L.C.	N12N LLC
CABLEVISION OF HUDSON COUNTY, LLC	CLASSIC CABLE OF OKLAHOMA, INC.	NEWS 12 COMPANY dba News 12 Long Island
CABLEVISION OF LITCHFIELD, INC.	CLASSIC CABLE, INC.	NEWS 12 CONNECTICUT LLC
CABLEVISION OF MONMOUTH, LLC	CLASSIC COMMUNICATIONS, INC.	NEWS 12 NETWORKS LLC
CABLEVISION OF NEW JERSEY, LLC	CNS NETWORK SOLUTIONS, LLC	NEWS 12 NEW JERSEY HOLDING LLC
CABLEVISION OF NEWARK	CORAM ROUTE 112 CORPORATION	NEWS 12 NEW JERSEY II HOLDING LLC
CABLEVISION OF OAKLAND, LLC	CSC ACQUISITION CORPORATION	NEWS 12 NEW JERSEY L.L.C.
CABLEVISION OF OSSINING LIMITED PARTNERSHIP	CSC ACQUISITION-MA, INC.	NEWS 12 THE BRONX HOLDING LLC
CABLEVISION OF PATERSON, LLC	CSC ACQUISITION-NY, INC.	NEWS 12 THE BRONX, L.L.C.
CABLEVISION OF ROCKLAND/RAMAPO, LLC	CSC GATEWAY, LLC	NEWS 12 TRAFFIC AND WEATHER LLC
CABLEVISION OF SOUTHERN WESTCHESTER, INC.	CSC HOLDINGS, LLC	NEWS 12 VARSITY NETWORK LLC
CABLEVISION OF WAPPINGERS FALLS, INC.	CSC INVESTMENTS LLC	NEWS 12 WESTCHESTER LLC
CABLEVISION OF WARWICK, LLC	CSC MVDDS LLC	NMG HOLDINGS, INC.
CABLEVISION SYSTEMS BROOKLINE CORPORATION	CSC NASSAU II, LLC	NPG CABLE, LLC
CABLEVISION SYSTEMS CORPORATION	CSC NC, LLC	NPG DIGITAL PHONE, LLC
CABLEVISION SYSTEMS DUTCHESS CORPORATION	CSC OPTIMUM HOLDINGS, LLC	NY INTERCONNECT, LLC
CABLEVISION SYSTEMS EAST HAMPTON CORPORATION	CSC T HOLDINGS I, INC.	NY OV LLC
CABLEVISION SYSTEMS GREAT NECK CORPORATION	CSC T HOLDINGS II, INC.	OPTIMUM MEDIA, LLC
CABLEVISION SYSTEMS HUNTINGTON CORPORATION	CSC T HOLDINGS III, INC.	ORBIS1, L.L.C.
CABLEVISION SYSTEMS ISLIP CORPORATION	CSC T HOLDINGS IV, INC.	OV LLC
CABLEVISION SYSTEMS LONG ISLAND CORPORATION	CSC TECHNOLOGY, LLC	PETRA CABLEVISION CORP.
CABLEVISION SYSTEMS NEW YORK CITY CORPORATION	CSC TELECOM EAST, LLC	PRINCETON VIDEO IMAGE ISRAEL, LTD.
CABLEVISION SYSTEMS SUFFOLK CORPORATION	CSC TELECOM NJ, LLC	SAMSON CABLEVISION CORP.
CABLEVISION SYSTEMS WESTCHESTER CORPORATION	CSC TKR, LLC	SL3TV, LLC
CAMBRIDGE NETWORK SOLUTIONS, LLC	CSC TRANSPORT II, INC.	ST@RT LLC
CEBRIDGE ACQUISITION, L.P.	CSC TRANSPORT III, INC.	SUFFOLK CABLE CORPORATION
CEBRIDGE ACQUISITION, LLC.	CSC TRANSPORT, INC.	SUFFOLK CABLE OF SHELTER ISLAND, INC.
CEBRIDGE CONNECTIONS FINANCE CORP.	CSC QOF I, LLC	SUFFOLK CABLE OF SMITHTOWN, INC.
CEBRIDGE CONNECTIONS, INC.	CSC QOF II, LLC	TCA COMMUNICATIONS, L.L.C.
CEBRIDGE CORPORATION	CSC QOZB, LLC	TELERAMA, INC.
CEBRIDGE GENERAL, LLC	CSC VOICE, LLC	THE NEW YORK INTERCONNECT L.L.C.
CEBRIDGE LIMITED, LLC	CSC VT, INC.	TRISTATE DIGITAL GROUP LLC
CEBRIDGE TELECOM CA, LLC	CSC WIRELESS, LLC	TWO NIL, LLC
CEBRIDGE TELECOM GENERAL, LLC	CSC WIRELESS NY, LLC	UNIVERSAL CABLE HOLDINGS, INC.
CEBRIDGE TELECOM ID, LLC	DTV NORWICH LLC	VIA D'ORO, INC.
CEBRIDGE TELECOM IN, LLC	FRIENDSHIP CABLE OF ARKANSAS, INC.	W.K. COMMUNICATIONS, INC.
Supp 6/24		