



**THE CITY OF WEST JORDAN
CITY COUNCIL MEETING
October 28, 2025**

8000 S Redwood Road, 3rd Floor
West Jordan, UT 84088

PARTICIPATE IN MEETING



VIEW THE MEETING



Welcome to City Council meeting!

While the Council encourages in-person attendance, you may attend virtually by using the links in the top right corner:

- To provide public comment, click **"Participate in Meeting"** (registration required)
- To observe the meeting, click **"View the Meeting"**

WEST JORDAN PUBLIC MEETING RULES

To view meeting materials for any agenda item, click the item title to expand it, then select the view icon to access attachments, or visit <https://westjordan.primegov.com/public/portal>

CITY COUNCIL MEETING 7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. SPECIAL RECOGNITION

- Recognition of Tyler Crawford for the Gold Star Memorial Monument Committee
- West Jordan Fire Department Badge Pinning

4. PUBLIC COMMENT

5. PUBLIC HEARINGS

- Ordinance No. 25-55 Amending City Code Sections 13-2-3 Regarding the Definition of "Affordable Housing", 13-8-23(B) Regarding Balanced Housing, and Enacting a New Article 13-5P Home Ownership Promotion Zone (HOPZ)

6. BUSINESS ITEMS

- Ordinance No. 25-52 Amendments to Title 4, Chapter 2, Article D (Home Occupations)
- Resolution No. 25-053 Providing Advice and Consent to Appoint Michael Wilkey as the Human Resources Manager
- Mosquito Abatement Report
 - Report by Kelvin Green of a proposed property tax increase by South Salt Lake Valley Mosquito Abatement District

- Comment on report by members of the public and/or city council members.
- d. Consider Mayor's Veto of Ordinance No. 25-54 Amending West Jordan City Code Title 7, Adding Chapter 6 Regarding Golf Carts

7. REPORTS TO COUNCIL

- a. City Council Reports
- b. Council Office Report
- c. Mayor's Report
- d. City Administrator's Report

8. CONSENT ITEMS

- a. Approve Meeting Minutes
 - August 24, 2021 – Board of Canvassers Meeting
 - November 16, 2021 – Board of Canvassers Meeting
 - October 14, 2025 – Committee of the Whole Meeting
 - October 14, 2025 – Regular City Council Meeting
- b. Resolution No. 25-051 Approving a Franchise Agreement Between the City of West Jordan and Zayo Group LLC a Telecommunications Provider

9. CLOSED MEETING

- a. The City Council may temporarily recess the meeting to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual; pending or reasonably imminent litigation; the purchase, exchange, or lease of real property; or the sale of real property, including any form of a water right or water shares as provided by Utah Code Annotated §52-4-205

10. ADJOURN

UPCOMING MEETINGS

- CANCELED – Tuesday, November 4, 2025 – Committee of the Whole (4:00p) – Regular City Council (7:00p)
- Tuesday, November 18, 2025 – Committee of the Whole (4:00p) – Regular City Council (7:00p)
- Tuesday, November 18, 2025 – Board of Canvassers (6:30p)

- Tuesday, December 2, 2025 – Committee of the Whole (4:00p) – Regular City Council (7:00p)
- Tuesday, December 16, 2025 – Committee of the Whole (4:00p) – Regular City Council (7:00p)

CERTIFICATE OF POSTING

I certify that the foregoing agenda was posted at the principal office of the public body, on the Utah Public Notice website <https://www.utah.gov/pmn/>, on West Jordan City's website <https://westjordan.primegov.com/public/portal>, and notification was sent to the Salt Lake Tribune, Deseret News, and West Jordan Journal.

Posted and dated October 24, 2025 Cindy M. Quick, MMC, Council Office Clerk



REQUEST FOR COUNCIL ACTION

Action: Need Council to take action

Meeting Date Requested : 10/28/2025

Presenter: Tayler Jensen, Senior Planner

Deadline of item :

Applicant: City of West Jordan

Department Sponsor: Community Development

Agenda Type: PUBLIC HEARINGS

Presentation Time: 5 Minutes

(Council may elect to provide more or less time)

1. AGENDA SUBJECT

Ordinance No. 25-55 Amending City Code Sections 13-2-3 Regarding the Definition of "Affordable Housing", 13-8-23(B) Regarding Balanced Housing, and Enacting a New Article 13-5P Home Ownership Promotion Zone (HOPZ)

2. EXECUTIVE SUMMARY

Council is being asked to approve an amendment to the *Balanced Housing* ordinance exempting multi-family housing located within the *Home Ownership Promotion Zone (HOPZ)* from the City's Balanced Housing Provisions, an Amendment to 13-2-3 creating a definition for "*Affordable Housing*", and the creation of a new zoning district, the *Home Ownership Promotion Zone (HOPZ)*.

3. TIME SENSITIVITY / URGENCY

N/A

4. FISCAL NOTE

N/A

5. PLANNING COMMISSION RECOMMENDATION

On October 7, 2025, the Planning Commission held a public hearing on the proposed text amendment. One comment was received from the general public seeking clarification of the proposed change, and ultimately the Planning Commission voted (7-0) to recommend approval with no changes.

6. ADMINISTRATIVE STAFF ANALYSIS

As the State of Utah continues to prioritize the development of affordable housing in response to the housing crisis, cities like West Jordan are tasked with creating affordable housing plans to address the housing affordability crisis. In 2024 the legislature created another affordable housing funding tool that cities can use called the "Home Ownership Promotion Zone" which was adopted in SB 168, this allows communities to designate HOPZ zones that are entitled to utilize Tax Increment if the zones are created in line with standards.

The proposed HOPZ ordinance complies with the State requirements for utilizing the HOPZ incentive and will allow the City to use the Home Ownership Promotion Zone as an eligible strategy for future Affordable Housing Plans.

I. FINDINGS OF FACT:

Zoning Text Amendment: Amendment to the title of this text or of any other land use regulation title in this code shall be recommended for approval by the Planning Commission to the City Council only if affirmative determinations are made regarding each of the following criteria:

Criteria 1: The proposed amendment is consistent with the purposes, goals, objectives, and policies of the adopted general plan and future land use map.

Staff Analysis: Chapter Eight of the General Plan is drafted to ensure that:

“the city of West Jordan provides a reasonable opportunity for a variety of housing, including moderate income housing to meet the needs of the population desiring to live in the city” and the General Plan goes on to indicate:

The majority of West Jordan’s Zoning does not prohibit the development of housing for low to moderate income households. However, lot size, and house size requirements in zoning districts could make it difficult to develop moderate income single-family units. The City Council has stated in the Balanced Housing ordinance that multi-family dwellings should be planned in the most appropriate areas of the city... The city should be more willing to entertain developments that provide a variety of housing types, including townhomes, condominiums, and apartments, in the appropriate areas. However, denser development should be carefully designed so it will integrate into and not impact lower density neighborhoods

Staff Opinion: The proposed text amendment is intended to be another tool that the City and Developers can use to provide needed affordable housing opportunities while making sure that developments are well designed and fit in with the existing community. It is the opinion of staff that this proposal is consistent with criteria 1

Criteria 2: The proposed amendment is appropriate given the context of the request and there is sufficient justification for a modification of this title.

Staff Analysis: The proposed amendment provides an opportunity for developers to take advantage of increased housing density, tax increment funding in exchange for providing affordable housing that is not currently being supplied by the market.

Staff Opinion: The proposed amendment is appropriate given the context of the request and there is sufficient justification for a modification of this title.

Criteria 3: The proposed amendment will not create a conflict with any other section or part of this title or the General Plan.

Staff Analysis: Staff has not found at this point, any conflicts with any other sections of West Jordan City Code or the General Plan.

Staff Opinion: It is the opinion of staff that the proposed amendment will not create a conflict with any other section or part of this title or the General Plan.

Criteria 4: *The proposed amendment does not relieve a particular hardship, nor does it confer any special privileges to a single property owner or cause, and it is only necessary to make a modification to this title in light of corrections or changes in public policy.*

Staff Analysis: The proposed change does not benefit a singular property owner, and it reflects changes to public policy at both a state (SB 168) and municipal (Moderate Income Housing Plan) policy.

Staff Opinion: The proposed amendment does not relieve a particular hardship, nor does it confer any special privileges to a single property owner or cause, and it is only necessary to make a modification to this title in light of corrections or changes in public policy.

7. MAYOR RECOMMENDATION

n/a

8. COUNCIL STAFF ANALYSIS

Timeline & Background Information

In the [July 22, 2025, Committee of the Whole meeting](#), Council held a discussion on encouraging homeownership within West Jordan. As part of this discussion, the Home Ownership Promotion Zone (HOPZ) was addressed, and the Council supported the pursuit of deed restrictions as part of HOPZ regulations.

Council next discussed HOPZ in the [August 26, 2025, Committee of the Whole Meeting](#):

- Council explored the creation of a Home Ownership Promotion Zone (HOPZ) to encourage affordable housing through a new zoning district rather than modifying existing ordinances.
- Staff recommended a form-based approach with minimal design restrictions, a minimum density of six units per acre, and deed restrictions lasting more than five years.
- Council members debated garage requirements, resale caps, and developer incentives, with some expressing concern about corporate ownership of single-family homes.
- **Outcome** - The Council supported engaging developers in a roundtable to refine the proposal and emphasized the need for clear guidelines and flexibility in design

Additional Information & Analysis

HOPZ was implemented [via S.B. 168 in the 2024 legislative session](#), aimed to increase the availability of affordable, owner-occupied housing in Utah.

- Cities can create HOPZ zones, which must have a minimum density of 6 units per acre and at least 60% of the housing units must be owner-occupied (*Council indicated a support for this requirement in the July 22 COTW meeting*).
- HOPZ zones can utilize tax increment financing, where a portion of the increased tax revenue generated by the development is captured to support the project's infrastructure costs.

Guiding Principles from the General Plan

- **URBAN DESIGN**
 - Strengthen the identity and image of the City of West Jordan.
 - Support neighborhoods and developments of character.
- **LAND USE**

- Land use decisions should be made using a regional approach that integrates and participates with programs established to better serve the City as a whole.
- Land use decisions should be guided by the General Plan to protect existing land uses and minimize impacts to existing neighborhoods.
- The General Plan is the will of the community and presumed current. Developers have the burden of proof on why the General Plan should be changed.
- Land use designs must promote quality of life, safety, and good urban design.
- **HOUSING**
 - Encourage a balanced variety of housing types that meet the needs of all life stages with a mix of opportunities for today and into the future.
 - Place high density projects near infrastructure which exists to sustain the increased density.
 - Implement programs to encourage the repair, rehabilitation, or replacement of deteriorating residential structures.

9. POSSIBLE COUNCIL ACTION

The Council may choose to take one of the following actions:

1. Approve the Ordinance as written and proposed OR with stated amendments;
2. Not Approve the Ordinance;
3. Continue the item to a future specified date;
4. Move the item to an unspecified date;
5. Refer the item back to a Committee of the Whole Meeting, Council Subcommittee, or an Ad Hoc Committee;
6. Refer the item back to Council Staff or Administrative Staff.

10. ATTACHMENTS

Ordinance No. 25-55

Text Amendment - Legislative

Text Amendment – Clean

1 **THE CITY OF WEST JORDAN, UTAH**
2 **ORDINANCE NO. 25-55**

3 **AN ORDINANCE AMENDING THE 2009 WEST JORDAN CITY CODE;**
4 **AMENDING SECTION 13-2-3 (DEFINITIONS), BY ADDING**
5 **THE “AFFORDABLE HOUSING” DEFINITION, AND SUBSECTION 13-8-23(B)**
6 **(EXEMPTIONS TO THE BALANCED HOUSING ORDINANCE);**
7 **AND ENACTING CHAPTER 13-5P (HOME OWNERSHIP PROMOTION ZONE)**

8 WHEREAS, the City of West Jordan (“**City**”) adopted West Jordan City Code (“**City Code**”) in 2009; and the City Council of the City (“**Council**” or “**City Council**”) desires to amend City Code Section 13-2-3 (Definitions), by adding the “Affordable Housing” Definition, and to amend Section 13-8-23(B) (Exemptions to the Balanced Housing Ordinance), and to enact Chapter 13-5P (Home Ownership Promotion Zone, also known as “HOPZ”), to be collectively referred to as “**proposed City Code amendments**”; and

14 WHEREAS, the Planning Commission of the City (“**Planning Commission**”) held a public hearing and provided a recommendation on October 7, 2025, regarding the proposed City Code amendments; and determined the following, pursuant to City Code Section 13-7D-6B:

- 17 1. The proposed City Code amendments conform to the General Plan and are consistent with the adopted goals, objectives and policies described therein;
- 19 2. The proposed City Code amendments are appropriate given the context of the request and there is sufficient justification for a modification to the land use titles;
- 21 3. The proposed City Code amendments will not create a conflict with any other section or part of the land use titles or the General Plan; and
- 23 4. The proposed City Code amendments do not relieve a particular hardship, nor do they confer any special privileges to a single property owner or cause, and they are only necessary to make a modification to the land use titles in light of corrections or changes in public policy; and

26 WHEREAS, the City Council held a public hearing on October 28, 2025, regarding the proposed City Code amendments, and finds it to be in the best interest of the public health, safety, and welfare of the residents of the City to adopt the proposed City Code amendments.

29 NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH AS FOLLOWS:

31 **Section 1. Amendment and Enactment of City Code Provisions.** With regards to the City Code, the proposed City Code amendments are amended and enacted, as shown in Attachments A (legislative version) and B (clean version) to this Ordinance.

34 **Section 2. Severability.** If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

36 **Section 3. Effective Date.** This Ordinance shall become effective immediately upon posting or publication as provided by law and upon (i) the Mayor signing the Ordinance, (ii) the City Council duly overriding the veto of the Mayor as provided by law, or (iii) the Mayor failing to sign or veto the Ordinance within fifteen (15) days after the City Council presents the Ordinance to the Mayor.

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THIS
____ DAY OF _____ 2025.

CITY OF WEST JORDAN

By: _____
Kayleen Whitelock
Council Chair

ATTEST:

Cindy M. Quick, MMC
Council Office Clerk

Voting by the City Council

"YES"

"NO"

Chair Kayleen Whitelock

☐☐

Vice Chair Bob Bedore

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Council Member Pamela Bloom

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Council Member Kelvin Green

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Council Member Zach Jacob

☐☐

Council Member Chad Lamb

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Council Member Kent Shelton

☐☐

PRESENTED TO THE MAYOR BY THE CITY COUNCIL ON _____.

Mayor's Action: _____ Approve _____ Veto

By: _____
Mayor Dirk Burton Date

ATTEST:

Tangee Sloan, MMC, UCC
City Recorder

83
84 **STATEMENT OF APPROVAL/PASSAGE** (check one)
85

86 _____ The Mayor approved and signed Ordinance No. 25-55.
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89 _____ The Mayor vetoed Ordinance No. 25-55 on _____ and the
90 City Council timely overrode the veto of the Mayor by a vote of _____ to _____.
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93 _____ Ordinance No. 25-55 became effective by operation of law without the
94 Mayor's approval or disapproval.
95

96
97 _____
98 Tangee Sloan, MMC, UCC
99 City Recorder
100

101
102 **CERTIFICATE OF PUBLICATION**

103
104 I, Tangee Sloan, certify that I am the City Recorder of the City of West Jordan, Utah, and that
105 a short summary of the foregoing ordinance was published on the Utah Public Notice Website on the
106 _____ day of _____ 2025. The fully executed copy of the ordinance is
107 retained in the Office of the City Recorder pursuant to Utah Code Annotated, 10-3-711.
108

109
110 _____
111 Tangee Sloan, MMC, UCC
112 City Recorder
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116 *[Attachments on the following pages.]*
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Attachments A and B to
ORDINANCE NO. 25-55
AN ORDINANCE AMENDING THE 2009 WEST JORDAN CITY CODE;
AMENDING SECTION 13-2-3 (DEFINITIONS), BY ADDING
THE “AFFORDABLE HOUSING” DEFINITION, AND SUBSECTION 13-8-23(B)
(EXEMPTIONS TO THE BALANCED HOUSING ORDINANCE);
AND ENACTING CHAPTER 13-5P (HOME OWNERSHIP PROMOTION ZONE)

Attachment A – Legislative Version

Attachment B - Clean Version

[See the following pages.]

Attachment A – Ordinance 25-55 (Legislative)

13-2-3 Definitions [Add one definition]

AFFORDABLE HOUSING: Housing offered for sale at 80% or less of the median county home price for that housing type (e.g. Townhomes, Condo, Single Family Detached).

13-8-23 Balanced Housing: [Amend Subsection B]

B. Exemptions: The following types of two-family and multi-family housing are not subject to the balanced housing procedure or to the timing requirements of this section:

1. Residential housing developments in compliance with the general plan that are:

a. Multi-family housing (two or more housing units) in a Transit Station Overlay District (TSOD).

b. Senior housing for age 55 and older.

c. Multi-family housing for disabled persons.

d. Low and moderate income housing owned by a nonprofit or a local housing authority.

e. Multi-family housing (two or more housing units) and single family attached housing (townhomes) within the Corridor Zone (CZ).

f. Multi-family housing (2 or more housing units) and Single Family Attached housing (Townhomes) Within the Home Ownership Promotion Zone (HOPZ).

fg. Multi-family housing as part of a master planned community that meet the following provisions:

(1) Master plan shall be a minimum of 75 undeveloped acres and be zoned PC or PRD .

(2) Two-family and multi-family housing not exempt by the provisions listed in subsections B1a through B1d of this section, shall comprise no greater than 17% of the total number of dwelling units in the approved master development plan .

(3) Two-family and multi-family housing units not exempt by the provisions listed in subsections B1a through B1d of this section, shall be individually owned as either condominiums or townhomes.

gh. Twin homes on a vacant parcel(s) or lot (s) in an existing R-2 Zone , if all the following criteria are met:

(1) The R-2 zoning has continuously existed since October 22, 2014; and

(2) The parcel(s) or lot (s) has/have been continuously "vacant" (no dwelling unit (s) constructed thereon) since October 22, 2014.

hi. Multi-family housing (two or more units) in an Interchange Overlay Zone (IOZ).

ij. Multi-family housing (two or more units) in a Residential Overlay District (ROD).

jk. Multi-family housing (two or more units) in an Integrated Housing-Limited Density (IH-L) or Integrated Housing Development (IH-D) Zone .

kl. Twin homes on parcel(s) or lot (s) in an existing R-3 Zone , if the following criterion is met:

(1) The R-3 zoning has continuously existed since October 22, 2014.

[Enact New Chapter]

13-5P. Home Ownership Promotion Zone

SECTION:

13-5P-1: Purpose and Intent

13-5P-2: Establishment

13-5P-3: Lot and Bulk Standards

13-5P-4: Design Criteria

13-5P-5: Permitted Uses

13-5P-6: General Provisions

13-5P-1: Purpose and Intent: The Home Ownership Promotion Zone is established to promote home ownership, and the provision of affordable housing.

13-5P-2: Establishment: An area proposed for the Home Ownership Promotion Zone shall only be established when:

- A. It is an area of 10 contiguous acres or less.
- B. Current zoning of property permits fewer than 6 dwelling units per acre (6 DU/AC).
- C. Is not encumbered by any residential building permits on the day the rezone is requested.
- D. All units shall be affordable and deed restricted for at least 10 years
- E. At minimum, a petition for HOPZ zoning designation shall:
 1. Submit a Master Development Plan (MDP) Illustrating:
 - a. Development Layout
 - b. Number of Dwelling Units

- c. Median County Purchase Price for all units shall be under 80% of the county average for that unit type
- d. Proposed Building Elevations/Design Standards
- e. Report on total acreage of land in HOPZ ordinances in the Boundaries of Jordan School District

13-5P-3: Lot and Bulk Standards

<u>Unit Type</u>	<u>Minimum Lot Area</u>	<u>Minimum Lot Width</u>	<u>Minimum Side Yard Setback</u>	<u>Minimum Rear Yard</u>	<u>Minimum Front Yard</u>	<u>Minimum Corner Setback</u>	<u>Maximum Building Height</u>
<u>Single Family Dwelling s</u>	<u>4,000 SF*</u>	<u>40’*</u>	<u>5’</u>	<u>15’</u>	<u>10’ * Driveway 22’</u>	<u>15’</u>	<u>40’*</u>
<u>Duplex’s</u>	<u>8,000 SF*</u>	<u>80’*</u>	<u>5’ & 8’*</u>	<u>20’*</u>	<u>10’* Driveway 22’</u>	<u>15’</u>	<u>40’*</u>
<u>Townhomes</u>	<u>n/a</u>	<u>n/a</u>	<u>20’ between buildings</u>	<u>20’ between buildings</u>	<u>n/a</u>	<u>15’</u>	<u>40’*</u>
<u>Stacked Flats</u>	<u>1 Acre*</u>	<u>70’*</u>	<u>30’*</u>	<u>30’*</u>	<u>20’*</u>	<u>30’*</u>	<u>4 Stories*</u>

* Can be amended by the City Council in the MDA

- A. A Garage is not required in the HOPZ but minimum driveway length shall be 22’ for single-family, semi-detached, and single-family attached (townhome) units.

13-5P-4: Design Criteria: Design guidelines shall be submitted with each MDP and shall be approved by the City Council, after receiving a recommendation from the Planning Commission.

- A. Minimum Design Criteria:

1. At least two materials for front (or public ROW facing) elevations.
2. Stucco shall not comprise more than 60% of front (or public ROW facing) elevations.
3. A door and Window shall be provided on the front elevation.
4. Multiple elevations shall be used in the development (except for Stacked Flats developments).
5. Developments shall be reasonably compatible with the colors, materials, and massing of neighboring developments as determined by the West Jordan City Council.

13-5P-5: Permitted Uses:

<u>Use</u>	<u>Detached - Single Family</u>	<u>Semi- Detached</u>	<u>Townhomes</u>	<u>Stacked Flats</u>
<u>Internal ADU</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>
<u>External ADU</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>

Home Business	P	P	P	P
Household pets, subject to regulations in Title 6 chapter 3 of this code, or successor ordinance	P	P	P	P
Manufactured/Modular Home	P	P	N	N

13-5P-6: General Provisions:

- A. [Parking: Garages are not required in the HOPZ, however, the minimum number of off-street parking stalls as required by Title 13 chapter 12 shall still be required. \(where Title 13 Chapter 12 requires garages, those spaces shall only be required to be provided as off-street parking\).](#)
- B. [Noticing: Notification prior to designation of the Home Ownership Promotion Zone shall comply with the standards and requirements found in 10-9a-1004 of Utah State Code](#)
- C. [Deed Restriction: A deed restriction of at least 10 years shall be recorded on all “affordable” housing units at the time of sale. The deed restriction shall be drafted by the City of West Jordan and recorded with Salt Lake County](#)
- D. [Tax Increment: The collection and administration of revenue from the Home Ownership Promotion Zone shall comply with the standards found in 10-9a-1005 of Utah State Code.](#)

Attachment B – Ordinance 25-55 (Clean)

13-2-3 Definitions [Add one definition]

AFFORDABLE HOUSING: Housing offered for sale at 80% or less of the median county home price for that housing type (e.g. Townhomes, Condo, Single Family Detached).

13-8-23 Balanced Housing: [Amend Subsection B]

B. Exemptions: The following types of two-family and multi-family housing are not subject to the balanced housing procedure or to the timing requirements of this section:

1. Residential housing developments in compliance with the general plan that are:

a. Multi-family housing (two or more housing units) in a Transit Station Overlay District (TSOD).

b. Senior housing for age 55 and older.

c. Multi-family housing for disabled persons.

d. Low and moderate income housing owned by a nonprofit or a local housing authority.

e. Multi-family housing (two or more housing units) and single family attached housing (townhomes) within the Corridor Zone (CZ).

f. Multi-family housing (2 or more housing units) and Single Family Attached housing (Townhomes) Within the Home Ownership Promotion Zone (HOPZ).

g. Multi-family housing as part of a master planned community that meet the following provisions:

(1) Master plan shall be a minimum of 75 undeveloped acres and be zoned PC or PRD .

(2) Two-family and multi-family housing not exempt by the provisions listed in subsections B1a through B1d of this section, shall comprise no greater than 17% of the total number of dwelling units in the approved master development plan .

(3) Two-family and multi-family housing units not exempt by the provisions listed in subsections B1a through B1d of this section, shall be individually owned as either condominiums or townhomes.

h. Twin homes on a vacant parcel(s) or lot (s) in an existing R-2 Zone , if all the following criteria are met:

(1) The R-2 zoning has continuously existed since October 22, 2014; and

(2) The parcel(s) or lot (s) has/have been continuously "vacant" (no dwelling unit (s) constructed thereon) since October 22, 2014.

i. Multi-family housing (two or more units) in an Interchange Overlay Zone (IOZ).

j. Multi-family housing (two or more units) in a Residential Overlay District (ROD).

k. Multi-family housing (two or more units) in an Integrated Housing-Limited Density (IH-L) or Integrated Housing Development (IH-D) Zone .

l. Twin homes on parcel(s) or lot (s) in an existing R-3 Zone , if the following criterion is met:

(1) The R-3 zoning has continuously existed since October 22, 2014.

[Enact New Chapter]

13-5P. Home Ownership Promotion Zone

SECTION:

13-5P-1: Purpose and Intent

13-5P-2: Establishment

13-5P-3: Lot and Bulk Standards

13-5P-4: Design Criteria

13-5P-5: Permitted Uses

13-5P-6: General Provisions

13-5P-1: Purpose and Intent: The Home Ownership Promotion Zone is established to promote home ownership, and the provision of affordable housing.

13-5P-2: Establishment: An area proposed for the Home Ownership Promotion Zone shall only be established when:

- A. It is an area of 10 contiguous acres or less.
- B. Current zoning of property permits fewer than 6 dwelling units per acre (6 DU/AC).
- C. Is not encumbered by any residential building permits on the day the rezone is requested.
- D. All units shall be affordable and deed restricted for at least 10 years
- E. At minimum, a petition for HOPZ zoning designation shall:
 - 1. Submit a Master Development Plan (MDP) Illustrating:
 - a. Development Layout
 - b. Number of Dwelling Units

- c. Median County Purchase Price for all units shall be under 80% of the county average for that unit type
- d. Proposed Building Elevations/Design Standards
- e. Report on total acreage of land in HOPZ ordinances in the Boundaries of Jordan School District

13-5P-3: Lot and Bulk Standards

Unit Type	Minimum Lot Area	Minimum Lot Width	Minimum Side Yard Setback	Minimum Rear Yard	Minimum Front Yard	Minimum Corner Setback	Maximum Building Height
Single Family Dwelling s	4,000 SF*	40’*	5’	15’	10’ * Driveway 22’	15’	40’*
Duplex’s	8,000 SF*	80’*	5’ & 8’*	20’*	10’* Driveway 22’	15’	40’*
Townhomes	n/a	n/a	20’ between buildings	20’ between buildings	n/a	15’	40’*
Stacked Flats	1 Acre*	70’*	30’*	30’*	20’*	30’*	4 Stories*

* Can be amended by the City Council in the MDA

- A. A Garage is not required in the HOPZ but minimum driveway length shall be 22’ for single-family, semi-detached, and single-family attached (townhome) units.

13-5P-4: Design Criteria: Design guidelines shall be submitted with each MDP and shall be approved by the City Council, after receiving a recommendation from the Planning Commission.

A. Minimum Design Criteria:

1. At least two materials for front (or public ROW facing) elevations.
2. Stucco shall not comprise more than 60% of front (or public ROW facing) elevations.
3. A door and Window shall be provided on the front elevation.
4. Multiple elevations shall be used in the development (except for Stacked Flats developments).
5. Developments shall be reasonably compatible with the colors, materials, and massing of neighboring developments as determined by the West Jordan City Council.

90

91 **13-5P-5: Permitted Uses:**

Use	Detached - Single Family	Semi- Detached	Townhomes	Stacked Flats
Internal ADU	P	P	N	N
External ADU	P	N	N	N
Home Business	P	P	P	P
Household pets, subject to regulations in Title 6 chapter 3 of this code, or successor ordinance	P	P	P	P
Manufactured/ Modular Home	P	P	N	N

92

93 **13-5P-6: General Provisions:**

- 94 A. Parking: Garages are not required in the HOPZ, however, the minimum number of off-
 95 street parking stalls as required by Title 13 chapter 12 shall still be required. (where Title
 96 13 Chapter 12 requires garages, those spaces shall only be required to be provided as off-
 97 street parking).
- 98 B. Noticing: Notification prior to designation of the Home Ownership Promotion Zone shall
 99 comply with the standards and requirements found in 10-9a-1004 of Utah State Code
- 100 C. Deed Restriction: A deed restriction of at least 10 years shall be recorded on all
 101 “affordable” housing units at the time of sale. The deed restriction shall be drafted by the
 102 City of West Jordan and recorded with Salt Lake County
- 103 D. Tax Increment: The collection and administration of revenue from the Home Ownership
 104 Promotion Zone shall comply with the standards found in 10-9a-1005 of Utah State
 105 Code.



Office of the City Council

8000 South Redwood Road

West Jordan, Utah 84088

(801) 569-5017

CITY OF WEST JORDAN NOTICE OF PUBLIC HEARING

A public hearing will be held before the West Jordan City Council on **Tuesday, October 28, 2025, at 7:00 pm** (*or as soon thereafter as possible*) at **West Jordan City Hall, 8000 S. Redwood Rd, 3rd Floor, West Jordan, UT 84088.**

The purpose of the hearing is to receive public comments regarding the following:

- Ordinance No. 25-55 Amending City Code Section 13-2-3 to define “Affordable Housing”, Section 13-8-23(B) regarding Balanced Housing, and enacting Article 13-5P creating the Home Ownership Promotion Zone (HOPZ)

If you are interested in participating in the public hearing, please visit the City of West Jordan website at <https://westjordan.primegov/public/portal> approximately four (4) days prior to the meeting for packet materials and Zoom login information.

Alternatively, you may share your comments with the Council prior to the meeting by calling the 24-Hour Public Comment line at (801) 569-5052 or by emailing councilcomments@westjordan.utah.gov. Please contact the Council Office at (801) 569-5017 for further information.

In accordance with the Americans with Disabilities Act, the City of West Jordan will make reasonable accommodations for participation in the meeting. Requests for assistance can be made by contacting the Council Office at (801) 569-5017 at least three working days’ advance notice of the meeting.

*Posted October 15, 2025
/s/ Cindy M. Quick, MMC
Council Office Clerk*



REQUEST FOR COUNCIL ACTION

Action: Need Council to take action

Meeting Date Requested : 10/28/2025

Presenter: Patrick Boice, Senior Assistant City Attorney

Deadline of item :

Applicant: Scott Langford/Brock Hudson

Department Sponsor: Community Development

Agenda Type: BUSINESS ITEMS

Presentation Time: 15 Minutes

(Council may elect to provide more or less time)

1. AGENDA SUBJECT

Ordinance No. 25-52 Amendments to Title 4, Chapter 2, Article D (Home Occupations)

2. EXECUTIVE SUMMARY

The Council is being asked to consider amendments to Title 4, Chapter 2, Article D (Home Occupations). The proposed code attached with the packet reflects the comments of the Council from the July 8 and September 23 Committee of the Whole Meetings.

3. TIME SENSITIVITY / URGENCY

No urgency.

4. FISCAL NOTE

There is no identified impact to the City budget. Applicants will still pay the application fee, but no license fee for a non-impact home occupation.

5. PLANNING COMMISSION RECOMMENDATION

N/A

6. MAYOR RECOMMENDATION

7. COUNCIL STAFF ANALYSIS

Timeline & Background Information

Title 4, Chapter 2 was primarily discussed with the City Council in the [July 8, 2025 Committee of the Whole Meeting](#):

- City staff recommended aligning city regulations with West Jordan City Code Title 13, which already extensively governs home occupations.
- Council Member Green advocated for requiring all home-based businesses to apply for a business license, even if not mandated by the State, to ensure proper review and documentation.
- Concerns were raised about fairness and fees:
 - Some Council Members (Green, Shelton, Jacob, Bedore, Bloom) supported waiving fees for businesses not required to have a license.
 - Chair Whitelock suggested creating a separate category for low-impact businesses needing licenses but not full fees.
 - Mr. Boice proposed a reduced or no-fee structure for such cases.

- **Outcome** - General support emerged for reducing or eliminating fees for home occupations not required by State law to hold a license. No final decision was made; further refinement of the licensing structure was encouraged.

Council discussed Title 4, Chapter 2 further in [the September 23, 2025, Committee of the Whole Meeting](#):

- The Council discussed proposed amendments to Title 4 regarding home occupations, focusing on whether non-impact home-based businesses should be required to obtain business licenses.
- While some council members supported incentivizing licenses to legitimize businesses and aid in complaint resolution, others expressed concern about enforcement challenges and unnecessary burdens on small, low-impact operations.
- The Council leaned toward encouraging—not mandating—licenses, debated the fairness of a \$55 application fee, and considered offering online applications to streamline the process.
- **Outcome** - Ultimately, staff were directed to refine the language and return to a future CC meeting with an updated proposal.

Guiding Principles from the General Plan

- **ECONOMIC DEVELOPMENT**
 - Attract, recruit, and retain quality businesses that benefit and enhance the quality of life in West Jordan.
 - Diversify and strengthen the employment and tax base in the City of West Jordan.
 - Provide well-designed, attractive, and aesthetically pleasing professional office and business environments within the City.

8. POSSIBLE COUNCIL ACTION

The Council may choose to take one of the following actions:

1. Approve the Ordinance as written and proposed OR with stated amendments;
2. Not Approve the Ordinance;
3. Continue the item to a future specified date;
4. Move the item to an unspecified date;
5. Refer the item back to a Committee of the Whole Meeting, Council Subcommittee, or an Ad Hoc Committee;
6. Refer the item back to Council Staff or Administrative Staff.

9. ATTACHMENTS

Ordinance No. 25-52
Text Amendment Redline
Text Amendment Clean

THE CITY OF WEST JORDAN, UTAH
ORDINANCE NO. 25-52

**AN ORDINANCE AMENDING THE 2009 WEST JORDAN CITY CODE
(BUSINESS LICENSING FOR HOME OCCUPATIONS);
Title 4, Chapter 2, Article D**

WHEREAS, the City of West Jordan (“**City**”) adopted West Jordan City Code (“**City Code**”) in 2009; and the City Council of the City (“**Council**” or “**City Council**”) desires to amend Title 4, Chapter 2, Article D of the City Code (“**proposed City Code amendments**”); and

WHEREAS, the City Council desires to remove inconsistencies in the City Code; and

WHEREAS, the City Council desires to simplify the process for home occupations within the City, and

WHEREAS, the City Council finds it to be in the best interest of the public health, safety, and welfare of the residents of the City to adopt the proposed City Code amendments.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH AS FOLLOWS:

Section 1. Amendment of City Code Provision. City Code Title 4, Chapter 2, Article D is amended as shown in Attachments 1 (Legislative Version) and 2 (Clean Version) to this Ordinance.

Section 2. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. Effective Date. This Ordinance shall become effective immediately upon posting or publication as provided by law and upon (i) the Mayor signing the Ordinance, (ii) the City Council duly overriding the veto of the Mayor as provided by law, or (iii) the Mayor failing to sign or veto the Ordinance within fifteen (15) days after the City Council presents the Ordinance to the Mayor.

[See next page.]

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THIS
DAY OF 2025.

CITY OF WEST JORDAN

By: _____
Kayleen Whitelock
Council Chair

ATTEST:

Cindy M. Quick, MMC
Council Office Clerk

Voting by the City Council

"YES" "NO"

Council Chair Kayleen Whitelock

☐☐

Council Vice-Chair Bob Bedore

☐☐

Council Member Pamela Bloom

☐☐

Council Member Kelvin Green

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Council Member Zach Jacob

☐☐

Council Member Chad Lamb

☐☐

Council Member Kent Shelton

☐☐

PRESENTED TO THE MAYOR BY THE CITY COUNCIL ON _____.

Mayor's Action: _____ Approve _____ Veto

By: _____
Mayor Dirk Burton Date _____

ATTEST:

Tangee Sloan, MMC, UCC
City Recorder

87
88 **STATEMENT OF APPROVAL/PASSAGE** (check one)
89

90 _____ The Mayor approved and signed Ordinance No. 25-52.
91

92
93 _____ The Mayor vetoed Ordinance No. 25-52 on _____ and the
94 City Council timely overrode the veto of the Mayor by a vote of _____ to _____.
95

96
97 _____ Ordinance No. 25-52 became effective by operation of law without the
98 Mayor's approval or disapproval.
99

100
101 _____
102 Tangee Sloan, MMC, UCC
103 City Recorder
104
105
106

107 **CERTIFICATE OF PUBLICATION**

108 I, Tangee Sloan, certify that I am the City Recorder of the City of West Jordan, Utah, and that
109 a short summary of the foregoing ordinance was published on the Utah Public Notice Website on the
110 _____ day of _____ 2025. The fully executed copy of the ordinance is
111 retained in the Office of the City Recorder pursuant to Utah Code Annotated, 10-3-711.
112

113
114 _____
115 Tangee Sloan, MMC, UCC
116 City Recorder
117

118
119 *(Attachments on the following pages.)*
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Attachments 1 and 2 to
ORDINANCE NO. 25-52
AN ORDINANCE AMENDING THE 2009 WEST JORDAN CITY CODE
(BUSINESS LICENSING FOR HOME OCCUPATIONS);
Title 4, Chapter 2, Article D

Attachment 1 – Legislative Version

Attachment 2 – Clean Version

(See the following pages for the attachments.)

ARTICLE D. HOME OCCUPATIONS

SECTION:

~~4-2D-1: Definition And Purpose~~

4-2D-~~21~~: Requirements

4-2D-~~32~~: Procedure

4-2D-~~43~~: Fees

~~4-2D-5: License Renewal; Inspection~~

4-2D-~~46: Other Licenses Required~~Compliance With Other Regulations

~~4-2D-1: DEFINITION AND PURPOSE:~~

~~A home occupation is any business or income producing activity conducted from a residential property. The home occupation provisions are intended to provide opportunities for minor in-home businesses which do not require the facilities of or have the impacts of larger concerns. Home occupations do not include occasional baby sitting at the dwelling which would not be classified as a daycare or preschool operation. Home occupations are considered accessory uses in residential and agricultural zones. Garage or yard sales are not considered home occupations but may be held no more than two (2) calendar days per year. Sales of night crawlers gathered from the subject property, lemonade stands and similar occasional activities related to the subject premises are not considered home occupations. Home occupations will have no significant impact on the neighborhoods in which they are located and are considered to be secondary and incidental to and compatible with residential use. (Ord. 17-36, 6-28-2017)~~

4-2D-~~21~~: REQUIREMENTS:

~~The following requirements shall apply to any home occupation:~~

A. Definition.

A home occupation is a business, profession, occupation, or trade conducted on a residential property.

B. ~~A.~~ Home occupations shall ~~be required to~~ obtain and maintain a ~~current City~~ general business license from the City of West Jordan ~~only if:~~

1. They are not listed as a permitted home occupation in Section 13-11-3 of this Code, or

2. ~~if it~~ if it is determined to that the business will have a combined offsite impact that materially exceeds the offsite impact of the primary residential use alone.

C. Home occupations not required to obtain a business license ~~that do not have an offsite impact that materially exceeds the offsite impact of the primary residential use alone~~ may receive a business license from the City ~~city~~ at their request so long as an application is completed and the application fee is paid. ~~the administrative fee associated with this license is paid in full.~~

~~B. The following home occupations have been determined to have a combined offsite impact that materially exceeds the offsite impact of the primary residential use alone. These home occupations shall meet all requirements of this title.~~

~~—1. In-home child or adult care and preschool businesses;~~

~~—2. Businesses that require or attract more than ten (10) vehicle trips per day, including but not limited to package delivery, client visits, and employee trips;~~

~~—3. Businesses that have more than two (2) employees who live outside of the residence but work in the home;~~

~~—4. Any business that is required to have a fire inspection; and~~

D. ~~—5. Any home occupation that the combined offsite impact of the home occupation and the primary residential use materially exceeds the offsite impact of the primary residential use alone as determined by the City at its discretion after having inspected the home occupation in response to complaints from surrounding property owners. All home occupations must comply with zoning restrictions as contained in Title 13, Chapter 11 of this Code.~~

E. A home occupation which is found to have a combined offsite impact that materially exceeds the offsite impact of the primary residential use alone, may appeal that finding by following the appeal process outlined in Title 16 of this Code. The appeal will be heard by the Administrative Law Judge. (Ord. 17-36, 6-28-2017)

4-2D-~~32~~: PROCEDURE:

A. All applications for a ~~City home~~ business license involving a home occupation shall be referred to the City Zoning Administrator, or their designee, for clearance review, before any business license is issued. ~~Clearance shall not be given unless the Zoning Administrator is satisfied that~~ Approval of the application is contingent upon the applicant ~~meets~~ meeting all of the home occupation ~~zoning~~ standards imposed by Title 13, Chapter 11 of this Code.

B. More than one ~~(1)~~ home occupation may be associated with a residential dwelling, provided that all home occupations associated with a residential dwelling shall collectively comply with the regulations of this section.

~~The City may place additional restrictions on a home occupation relating to hours of operation, parking, traffic or other matters as it deems necessary to mitigate impacts on the neighborhood and the City in general.~~ (Ord. 12-13, 6-13-2012; § 4-2D-2, amd. Ord. 17-36, 6-28-2017)

4-2D-~~43~~: FEES:

The ~~license~~ fee for a ~~City home business~~ home occupation business license shall be as ~~provided by City Council resolution from time to time~~ set in the consolidated fee schedule. (Ord. 12-13, 6-13-2012; § 4-2D-3, amd. Ord. 17-36, 6-28-2017)

~~4-2D-5: LICENSE RENEWAL; INSPECTION:~~

~~—A. The City reserves the right to inspect any and all premises licensed for home occupation during reasonable hours to determine compliance with the provisions of this title.~~

~~—B. On the anniversary date of a City home business license, the premises will be inspected by or at the direction of the business license authority for any hazards that may have been installed after the initial inspection. (Ord. 12-13, 6-13-2012; § 4-2D-4, amd. Ord. 17-36, 6-28-2017)~~

4-2D-~~64~~: ~~OTHER LICENSES REQUIRED~~ COMPLIANCE WITH OTHER REGULATIONS:

Whether a ~~City~~ business license is required under this chapter does not relieve the home occupation of any ~~requirement~~ regulation of the State, County, ~~City~~ or any other public agency relating to the type of business being ~~licensed~~ conducted.; ~~including the requirement to also obtain a general City business license.~~ (Ord. 12-13, 6-13-2012; § 4-2D-1, amd. Ord. 17-36, 6-28-2017)

1 ARTICLE D. HOME OCCUPATIONS

2 SECTION:

3 4-2D-1: Requirements

4 4-2D-2: Procedure

5 4-2D-3: Fees

6 4-2D-4: Compliance With Other Regulations

7
8 4-2D-1: REQUIREMENTS:

9 A. Definition.

10 A home occupation is a business, profession, occupation, or trade conducted on a
11 residential property.

12 B. Home occupations shall obtain and maintain a general business license from the
13 City of West Jordan if:

- 14 1. They are not listed as a permitted home occupation in Section 13-11-3 of this
15 Code, or
16 2. It is determined that the business will have a combined offsite impact that
17 materially exceeds the offsite impact of the primary residential use alone.

18 C. Home occupations not required to obtain a business license may receive a business
19 license from the city at their request so long as an application is completed and the
20 application fee is paid.

21 D. All home occupations must comply with zoning restrictions as contained in Title 13,
22 Chapter 11 of this Code.

23 E. A home occupation which is found to have a combined offsite impact that materially
24 exceeds the offsite impact of the primary residential use alone, may appeal that
25 finding by following the appeal process outlined in Title 16 of this Code. The appeal
26 will be heard by the Administrative Law Judge. (Ord. 17-36, 6-28-2017)

27 4-2D-2: PROCEDURE:

28 A. All applications for a business license involving a home occupation shall be referred
29 to the City Zoning Administrator, or their designee, for review, before any business
30 license is issued. Approval of the application is contingent upon the applicant
31 meeting all of the home occupation standards imposed by Title 13, Chapter 11 of
32 this Code.

33 B. More than one home occupation may be associated with a residential dwelling,
34 provided that all home occupations associated with a residential dwelling shall
35 collectively comply with the regulations of this section.

36 (Ord. 12-13, 6-13-2012; § 4-2D-2, amd. Ord. 17-36, 6-28-2017)

37 4-2D-3: FEES:

38 The fee for a home occupation business license shall be as set in the consolidated fee
39 schedule. (Ord. 12-13, 6-13-2012; § 4-2D-3, amd. Ord. 17-36, 6-28-2017)

40 4-2D-4: COMPLIANCE WITH OTHER REGULATIONS:

41 Whether a business license is required under this chapter does not relieve the home
42 occupation of any regulation of the State, County, or any other public agency relating to the
43 type of business being conducted. (Ord. 12-13, 6-13-2012; § 4-2D-1, amd. Ord. 17-36, 6-28-
44 2017)



REQUEST FOR COUNCIL ACTION

Action: Need Council to take action

Meeting Date Requested : 10/28/2025

Presenter: Mayor Dirk Burton

Deadline of item : 10/28/2025

Applicant:

Department Sponsor: Administration

Agenda Type: BUSINESS ITEMS

Presentation Time: 15 Minutes

(Council may elect to provide more or less time)

1. AGENDA SUBJECT

Resolution No. 25-053 Providing Advice and Consent to Appoint Michael Wilkey as the Human Resources Manager

2. EXECUTIVE SUMMARY

The City performed a thorough and comprehensive recruitment and selection process to recruit a new Human Resources Manager. The Mayor has selected Michael Wilkey as his appointee for this role. Per City Code 1-7-8A.2, the manager for the Human Resources function of the City is a Mayoral appointment which requires the advice and consent of the Council.

3. TIME SENSITIVITY / URGENCY

The request is for Michael Wilkey to begin his employment on November 17, 2025. This position has been vacant since September 12, 2025. The duties are currently being performed by the Senior HR Generalist who is balancing both roles until filled.

4. FISCAL NOTE

The current budget is sufficient to fill this position. No budget impact.

5. ADMINISTRATIVE STAFF ANALYSIS

Mike received strong support from the department heads and other selection committee members as he demonstrated his ability to handle difficult situations with the right balance of compassion, good judgment, and professional acumen. A memo outlining the selection process has been included in the packet.

This position reports to the Administrative Services Director who strongly recommends consent and approval be provided by the Council.

6. MAYOR RECOMMENDATION

The Mayor recommends consent and approval be provided for Michael Wilkey to be appointed as the City's Human Resources Manager.

7. COUNCIL STAFF ANALYSIS

As determined by [West Jordan Code 1-7-8](#), the mayor shall, appoint, with the council's advice and consent, a qualified person for "each statutory officer and department head". Advice and consent is defined as "A duty of the city council, pursuant to subsection [1-6-5A3](#), is to vote on each of the

mayor's appointments, made pursuant to subsection [1-7-4D](#); each vote may either approve or disapprove of a given appointment.”

8. POSSIBLE COUNCIL ACTION

The Council may choose to take one of the following actions:

1. Approve the Resolution as written and proposed OR with stated amendments;
2. Not Approve the Resolution;
3. Continue the item to a future specified date;
4. Move the item to an unspecified date;
5. Refer the item back to a Committee of the Whole Meeting, Council Subcommittee, or an Ad Hoc Committee;
6. Refer the item back to Council Staff or Administrative Staff.

9. ATTACHMENTS

Resolution No. 25-053

Memo to Council

Resume

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 25-053

**A RESOLUTION PROVIDING ADVICE AND CONSENT
TO THE MAYOR'S APPOINTMENT OF MICHAEL WILKEY
AS THE MANAGER OF HUMAN RESOURCES**

WHEREAS, City Code § 1-7-8(A)(2) vests the Mayor with the duty to appoint, with the City Council's advice and consent, a qualified person to manage the function of human resources; and

WHEREAS, Mayor Burton desires to appoint Michael Wilkey as the Manager of Human Resources and is seeking the City Council's advice and consent to do so;

WHEREAS, the City Council desires to provide its advice and consent to the Mayor's appointment of Michael Wilkey as the Manager of Human Resources.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH:

Section 1. Advice and Consent. Pursuant to Section 1-7-8(A)(2) of the West Jordan City Code, the City Council hereby grants the Mayor its advice and consent to the appointment of Michael Wilkey as the Manager of Human Resources.

Section 2. Effective Date. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this 28th day of October 2025.

CITY OF WEST JORDAN

By: _____
Kayleen Whitelock
Council Chair

ATTEST:

Cindy M. Quick, MMC
Council Office Clerk

Voting by the City Council

Chair Kayleen Whitelock
Vice-Chair Bob Bedore
Council Member Pamela Bloom
Council Member Kelvin Green
Council Member Zach Jacob
Council Member Chad Lamb
Council Member Kent Shelton

"YES"

"NO"

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To: City Council

From: Danyce Steck, Administrative Services Director

Date: October 20, 2025

Re: Human Resources Manager Appointment

Over the past month or so, we have been in the process of recruiting and selecting a Human Resources Manager for the City. This memo will outline the process we used for selection and provide details about the candidate that the Mayor will be presenting for your consent and approval during your Council meeting on October 28th.

Recruitment Process

The recruitment process began on September 14th with the position being posted on the City's website, on the Utah League of Cities and Towns job bank, Indeed, LinkedIn, and with several professional organizations. The position was posted for 2 weeks and closed on September 28th.

We received 117 applicants, which included current employees and several applicants from employee referrals. I carefully reviewed the applications and selected 25 for initial screening. From that pool, I selected 13 applicants for the first interview round.

Round 1 Interviews

Round 1 interviews took place the week of September 29 – October 3 and focused on technical skill and personal impact. Thirteen (13) candidates were invited to meet for 45 minutes to share their background, answer difficult technical questions related to human resources, and share examples of how they have impacted organizations where they previously served.

The Round 1 selection committee consisted of:

- Paul Jerome – Asst CAO
- Josh Chandler – City Attorney
- Diane Hansen – Benefits Administrator
- Danyce Steck – Administrative Services Director

Five candidates were selected to move forward to Round 2 interviews.

Round 2 Interviews

Round 2 interviews took place on Tuesday, October 7th. This interview focused on organizational alignment (culture) and interpersonal skills (conflict resolution, outward mindset, psychological safety, etc). Each candidate was invited to meet for one hour to share their background, answer challenging questions, and have an open dialogue with the committee.

The Round 2 selection committee consisted of:

- Deputy Police Chief Jeremy Robertson
- Fire Chief Derek Maxfield
- Brian Clegg – Public Works Director
- Cory Fralick – Public Services Director
- Greg Davenport – Public Utilities Director
- Scott Langford – Community Development Director
- Derek Orth – Human Resources Director for Draper City (previous HR Manager for the City)

This was an intimidating group to walk into as a candidate. And because this position interacts daily with every department and is trusted to regularly navigate difficult situations and strongly influences the culture of the organization, they were not easy on the applicants.

Three candidates, plus an internal candidate were selected to move forward to Round 3 interviews.

Round 3 Interviews

Four (4) highly-qualified candidates were each invited to meet with the selection committee for an hour between October 15 – October 18. This round focused on problem-solving, negotiation, outward mindset, organizational need, and collaboration.

The Round 3 selection committee consisted of:

- Mayor Dirk Burton
- Korban Lee – Chief Administrative Officer
- Police Chief Ken Wallentine

Selection

This was an arduous selection process. The candidate selected for your consent and approval is Michael Wilkey. Mike received very strong support from all of the selection committee members and I would invite you to ask any of them about their experience with him during the process.

Michael Wilkey

Mike has spent more than a decade in public service and most recently as an Assistant Vice Principal for a middle school in the Jordan School District.

While his titles are not traditionally what you would expect to see leading into the Human Resources Manager role, Mike performs human resource duties on a daily basis in his current role as he has managed over 120 teachers, administrative staff, and 1,300 students who have over 2,000 parents.

He demonstrated a strong ability to handle difficult situations with the right balance of compassion, good judgement, and professional acumen. Mike has a strong desire to serve and is looking forward to serving alongside us all as we continue to make West Jordan a great place to live and work.

Closing

I'm excited for you to get to know Mike and to see what we all saw during this process. I strongly support him as our next Human Resources Manager.

I've attached his resume and cover letter as well as a copy of the interview questions. Please let me know if you have any questions.

Interview Questions

ROUND 1 - TECHNICAL

<i>Skill</i>	<i>Question</i>
<i>Introduction</i>	Why HR, what do you love most about your career, what are you excited most to change?
<i>Influence</i>	Tell us about one of the moments in your career that you felt you had the most impact on someone else.
<i>Health Plan</i>	The City administers a self-insured medical plan and works closely with a benefits broker on managing cost and benefit. Tell us about your experience in benefits cost management and plan renewal negotiation. How do you communicate the value of a benefits plan to our employees?
<i>Fiduciary Committee</i>	The City has an investment consultant that assists us in managing our fiduciary responsibilities related to our retirement plan. The HR manager serves as a key member of this fiduciary committee. What is your experience with retirement plans and/ or the management of the plans?
<i>Handbook</i>	The HR manager is responsible for keeping the Employee Handbook updated and introducing changes each year. What experience do you have in policy-writing and what is your philosophy about when a policy change is needed?
<i>Policy</i>	Have you had to implement a major policy change? How do you manage the transition and communicate it?
<i>Performance Evaluation</i>	One of the goals of the HR manager will be to create a new performance evaluation program, have you been involved in a project like this? What resources do you use and how do you get employee endorsement?
<i>HRIS Systems</i>	What HRIS systems are you familiar with? Have you ever been involved in an implementation or optimization project? If so, how did you ensure the system met organizational needs?
<i>Compensation Studies</i>	Can you walk me through a compensation study you've led or contributed to—how you gathered market data, analyzed internal equity, and used the findings to inform pay decisions or strategy? Have you included benefits in your studies?

ROUND 2 – IMPACT/CULTURE

<i>Skill</i>	<i>Question</i>
<i>Experience</i>	Help us get to know you a little better, and can you describe your previous HR roles and how they have prepared you for this position?
<i>Conflict Resolution</i>	Tell us about a time when you had to mediate a conflict between employees or teams. What approach did you take to ensure a fair resolution, and how did you follow up afterward?
<i>Trust</i>	What intentional practices do you use to cultivate trust across teams and departments, especially before challenges arise? How do you ensure that trust remains strong during periods of change or growth?
<i>Approachability</i>	How do you incorporate fun and playfulness into your leadership style while still maintaining professionalism and productivity?
<i>Outward Mindset</i>	Share an example of when you prioritized the needs, goals, or perspectives of others over your own priorities to create a better outcome for the organization and individuals.
<i>Psychological Safety</i>	Tell us about a time when you helped create a safe space for open dialogue. What actions did you take, and what impact did it have?
	Open dialogue with committee

MICHAEL WILKEY

City of West Jordan
8000 S Redwood Road
West Jordan, UT 84088

Dear Selection Committee,

In response to your posting for the Human Resources Manager position, I am enclosing my resume for your review. Given my proven record of work performance and experience as an Assistant Principal, School Counselor/Student Government Advisor, Co-Founder/Program Director for the Home of Opportunity, and Utah State University Recruitment Specialist, I would like to be considered for the position. An evaluation of my resume will further acquaint you with my background and qualifications. My credentials include:

- Educational Leadership Administrative License from SUU, Master of Science Degree in Psychology (School Counselor Education) from USU, Bachelor of Arts Degree in Communication Studies from USU.
- Oversee and provide executive leadership for a school composed of 1306 students and 120 employees.
- Interview, hire, discipline, and resolve conflicts with employees.
- Plan and carry out team-building activities, professional development, and celebrations to enhance the workplace culture.
- Deliver trainings and conduct meetings to implement new policies, processes, and initiatives.
- Create budgets for hiring, supplies, software, and programs for our school.
- Ensure state laws, district policies, and school rules are followed.
- Conduct approximately 24 teacher observations annually and hold meetings with each teacher to evaluate their skills and effectiveness using objective measures.
- Review and update the faculty handbook each year.
- English, Portuguese, and Spanish fluency.

In review of my resume, you will note my education, work history, and track record of performance. What it cannot illustrate; however, is the degree of dedication, resourcefulness, and professionalism that I can offer. I can be reached at any time at (██████████). I look forward to meeting with you to discuss why my experience as an educational leader makes me the ideal candidate for this position. Thank you for your time.

Sincerely,

Michael Wilkey

MICHAEL WILKEY

PROFESSIONAL STATEMENT

Seeking to leverage 15 years of supervisory experience as a Middle School Administrator, High School Counselor/Student Government Advisor, Co-Founder of the Home of Opportunity, and Utah State University Recruitment Specialist to manage the Human Resource division and oversee the development and implementation of policies, trainings, and activities for West Jordan City. Dedicated team player with excellent problem-solving skills and a proven history of improving processes to increase organizational success.

EDUCATION

EDUCATIONAL LEADERSHIP ADMINISTRATIVE LICENSE (27 Credit Program) 05/2021
SOUTHERN UTAH UNIVERSITY, Cedar City, UT

MASTER OF SCIENCE: PSYCHOLOGY - SCHOOL COUNSELING 05/2014
UTAH STATE UNIVERSITY, Logan, UT

- *Graduate Assistant:* Developed applications, evaluation materials, and cost-benefit analysis for scholarships through the USU Admissions Office.

BACHELOR OF ARTS: COMMUNICATION STUDIES 05/2011
UTAH STATE UNIVERSITY, Logan, UT

- *Ambassador Scholarship:* Four-year leadership scholarship which involved presenting USU to parents and students, consistent follow-up with prospective students, and mentoring incoming students.

PROFESSIONAL EXPERIENCE

ASSISTANT PRINCIPAL 07/2022 – Present
MOUNTAIN CREEK MIDDLE SCHOOL, South Jordan, UT

- Oversee and provide executive leadership for a school composed of 1306 students and 120 employees.
- Interview, hire, discipline, and resolve conflicts with employees.
- Plan and carry out team-building activities, professional development, and celebrations to enhance the workplace culture.
- Deliver trainings and conduct meetings to implement new policies, processes, and initiatives.
- Create budgets for hiring, supplies, software, and programs for our school.
- Ensure state laws, district policies, and school rules are followed.
- Conduct approximately 24 teacher observations annually and hold meetings with each teacher to evaluate their skills and effectiveness using objective measures.
- Review and update the faculty handbook each year.
- Launched new curriculum for a credit recovery/study skills class to ensure our 9th grade students are on pace for graduation before moving on to high school.
- Collaborate with supervisors and partners at other schools to best support teachers and students across the district.
- Coordinate travelling, event calendaring, and facility rentals.
- Oversee outgoing communication with students, parents, and community.

COUNSELOR/STUDENT GOVERNMENT TEACHER

08/2017 – 06/2022

HERRIMAN HIGH SCHOOL, Herriman, UT

- Provided individual counseling services for academic support, college and career planning, problematic behaviors, social dilemmas, crisis, grief, and a variety of mental illnesses.
- Taught a Student Government leadership class for three years and advised 25 student leaders in planning dances, assemblies, school-wide events, and community engagement activities.
- Analyzed student data in weekly Response to Intervention (RTI) meetings and monthly Interdepartmental (ID) team meetings to create interventions with teachers and counselors for students who are experiencing academic or behavioral challenges.
- Created interventions by leveraging Skyward data manager to increase graduation rate to over 99% in the 2019-20 school year when the pandemic forced all students to convert to online learning.
- Ran annual charity event called *Hearts of Gold*, raising \$125,463 for the Hayes Tough Foundation in 2019 and \$50,640 (through the Covid pandemic) for the Angels Hands Foundation in 2020.
- Organized *The Mascot Bowl* in 2019, a community event where 23 mascots from the NBA and NFL played against our 8th grade football team; raised over \$10,000 for underprivileged children through the Fireman and Friends for Kids Foundation.
- Moved our school forward from 2017-18 suicide contagion, where seven students died by suicide.

CO-FOUNDER/PROGRAM DIRECTOR

05/2015 – 08/2017

HOME OF OPPORTUNITY, Sahuarita, AZ

- Created and managed the overall operation of what was widely considered the top foster group home in Arizona.
- Directed business affairs, orientation, training, and supervision of staff and foster youth residing at the group home.
- Administered crisis response counseling while teaching life skills for the mental and emotional benefit of each child.
- Served as liaison to parents, case managers, lawyers, therapists, and other agencies involved in each child's well-being.
- Oversaw monthly reports, budgets, service plans, and compliance with state standards.
- Helped 37 children reunify with their families.

RECRUITMENT SPECIALIST

10/2010 – 05/2015

UTAH STATE UNIVERSITY, Logan, UT

- Planned, developed, and delivered presentations to 16,212 students across the Western U.S.
- Organized and directed *USULC*, an annual 3-day leadership conference for over 600 High School student body officers and advisors.
- Spearheaded *A-Day*, a campus-wide event where thousands of new students and their parents experience life at Utah State University for a day.
- Led and trained Ambassador student groups in effectively promoting USU and assisting prospective students as they navigated through the application and registration processes.
- Advised high school students and parents on college admission, scholarships, academic programs, and career paths.
- Coordinated and carried out recruitment trips at high schools and college fairs.

SKILLS AND ABILITIES

- English, Portuguese, and Spanish fluency.
- Skyward, Panorama, and Banner student data managers.
- Microsoft Word, Outlook, PowerPoint, and Excel.
- Adobe Illustrator, Photoshop, and Premier Video Editing.
- Certified CPR/First Aid/AED Instructor.

South Salt Lake Valley Mosquito Abatement District

2026 Proposed Tax Increase

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

Current Property Tax (as of 2024): \$1,225,606

Proposed Increase: \$320,000

Proposed 2026 Property Tax Revenue: \$1,545,606

Background Points

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

Tax Increase Utilization

Cost Stabilization for Essential Services:

\$160,000

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

Operational Enhancements:

\$100,000

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

Capital Increase:

\$60,000

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

Cost To Average Home Owner

Average Home Cost: \$599,833

Current Tax Rate: \$2.96 (yearly)

Proposed Tax Rate: ***\$3.95*** (yearly)

Tax Increase:

\$.99 increase (yearly)

Paid with residential property taxes

Cost to Business Owners

Average Business Property: \$1,500,000

Current Tax Rate: \$13.50 (yearly)

Proposed Tax Rate: ***\$18.00*** (yearly)

Tax Increase:

\$4.50 increase (yearly)

Paid with business property taxes



REQUEST FOR COUNCIL ACTION

Action: Need Council to take action

Meeting Date Requested : 10/28/2025

Presenter: Alan Anderson, Council Office Director

Deadline of item : 10/28/2025

Applicant:

Department Sponsor: Council Office

Agenda Type: BUSINESS ITEMS

Presentation Time: 10 Minutes

(Council may elect to provide more or less time)

1. AGENDA SUBJECT

Consider Mayor's Veto of Ordinance No. 25-54 Amending West Jordan City Code Title 7, Adding Chapter 6 Regarding Golf Carts

2. EXECUTIVE SUMMARY

The City Council is being asked to reconsider Ordinance No. 25-54, which was vetoed by the Mayor. The ordinance, adopted by the Council on [October 14, 2025](#), passed on a 4-3 vote, approving the amendment to West Jordan City Code Title 7, adding Chapter 6 establishing regulations for golf carts.

In accordance with [Utah Code 10-3b-204](#), the ordinance was presented to the Mayor on October 16, 2025 triggering a 15-day period for the Mayor to sign, take no action, or issue a veto. On October 17, 2025, the Mayor exercised his authority to veto the ordinance.

The Council now has the option to reconsider the ordinance and may override the veto with a two-thirds majority vote but may not amend the ordinance in any capacity.

3. TIME SENSITIVITY / URGENCY

Utah State Code 10-3b-204(3) states, "at its next meeting following a mayor's veto...the council shall reconsider the vetoed ordinance."

4. MAYOR RECOMMENDATION

The Mayor recommends and has chosen to veto the ordinance due to safety concerns regarding golf cart use on public roads. Please see the attached statement as "**Reference 2**".

5. COUNCIL STAFF ANALYSIS

Timeline & Background Information

- City Council adopted Ordinance 25-54 on October 14, 2025 with a 4-3 vote.
- Ordinance No. 25-54 was presented to the Mayor on October 16, 2025.
- The mayor vetoed the Ordinance on October 17, 2025.
- The vetoed ordinance was received by the Office of the City Council on October 23, 2025.
- Once the office receives the vetoed ordinance from the City Recorder, UCA 10-3b-204(3) requires the council to reconsider the ordinance at its next regular meeting (October 28, 2025).

6. POSSIBLE COUNCIL ACTION

1. Move to override the veto
2. Take no action meaning the veto stands and the ordinance is not adopted.

7. ATTACHMENTS

THE CITY OF WEST JORDAN, UTAH
ORDINANCE NO. 25-54

AN ORDINANCE AMENDING THE 2009 WEST JORDAN CITY CODE
(ALLOWING GOLF CARTS TO OPERATE ON CITY STREETS);
Title 7, Chapter 6

WHEREAS, the City of West Jordan ("City") adopted West Jordan City Code ("City Code") in 2009; and the City Council of the City ("Council" or "City Council") desires to amend Title 7, Chapter 6 of the City Code ("**proposed City Code amendment**"); and

WHEREAS, the City Council desires to allow for golf carts to be operated on City streets; and

WHEREAS, the City Council finds it to be in the best interest of the public health, safety, and welfare of the residents of the City to adopt the proposed City Code amendment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH AS FOLLOWS:

Section 1. Amendment of City Code Provision. City Code Title 7, Chapter 6 is amended as shown in Attachment 1 (Clean Version) to this Ordinance.

Section 2. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. Effective Date. This Ordinance shall become effective immediately upon posting or publication as provided by law and upon (i) the Mayor signing the Ordinance, (ii) the City Council duly overriding the veto of the Mayor as provided by law, or (iii) the Mayor failing to sign or veto the Ordinance within fifteen (15) days after the City Council presents the Ordinance to the Mayor.

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THIS
14TH DAY OF OCTOBER 2025.

CITY OF WEST JORDAN


By: Kayleen Whitelock (Oct 16, 2025 15:26:03 MDT)

Kayleen Whitelock
Council Chair

ATTEST:

 
Cindy M. Quick, MMC
Council Office Clerk

(continued on the following pages)

Voting by the City Council

	"YES"	"NO"
Council Chair Kayleen Whitelock	☐	☒
Council Vice-Chair Bob Bedore	☐	☒
Council Member Chad Lamb	☐	☒
Council Member Pamela Bloom	☒	☐
Council Member Kelvin Green	☒	☐
Council Member Kent Shelton	☒	☐
Council Member Zach Jacob	☒	☐

PRESENTED TO THE MAYOR BY THE CITY COUNCIL ON OCTOBER 16, 2025.

Mayor's Action: _____ Approve ^X _____ Veto

By: 
Mayor Dirk Burton

Oct 17, 2025

Date

ATTEST:

 

Tangee Sloan, MMC, UCC
City Recorder

STATEMENT OF APPROVAL/PASSAGE (check one)

X ^{T.S.} _____ The Mayor approved and signed Ordinance No. 25-54.

_____ The Mayor vetoed Ordinance No. 25-54 on _____ and the
City Council timely overrode the veto of the Mayor by a vote of _____ to _____.

_____ Ordinance No. 25-54 became effective by operation of law without the
Mayor's approval or disapproval.

 

Tangee Sloan, MMC, UCC
City Recorder

CERTIFICATE OF PUBLICATION

I, Tangee Sloan, certify that I am the City Recorder of the City of West Jordan, Utah, and that a short summary of the foregoing ordinance was published on the Utah Public Notice Website on the 23rd day of October 2025. The fully executed copy of the ordinance is retained in the Office of the City Recorder pursuant to Utah Code Annotated, 10-3-711.

 

Tangee Sloan, MMC, UCC
City Recorder

(Attachment on the following pages.)

**Attachment 1 to
ORDINANCE NO. 25-54
AN ORDINANCE AMENDING THE 2009 WEST JORDAN CITY CODE
(ALLOWING GOLF CARTS TO OPERATE ON CITY STREETS);
Title 7, Chapter 6**

Attachment 1 – Clean Version

(See the following pages for the attachment.)

1 TITLE 7

2 CHAPTER 6 - GOLF CARTS

3
4 7-6-1 - Definitions

5 7-6-2 - Restrictions On Operations

6 7-6-3 - Traffic Rules

7 7-6-4 - Violation

8
9 7-6-1 - DEFINITIONS:

10 All terms used in this chapter shall have the same meaning as those found in section 41-
11 6a-102 of the Utah Code, or successor provision.

12
13 7-6-2 – RESTRICTIONS ON OPERATIONS:

14 Golf carts may be operated within the City pursuant to the following:

15 A. Golf carts may not be operated by persons under 16 years of age.

16 B. Golf carts may not be operated on any public trail or path, or within a city-
17 designated park.

18 C. Golf carts may not be operated on roadways where the posted speed limit is
19 greater than 30 miles per hour.

20 D. Golf carts may not be operated after civil sunset or before civil sunrise.

21 E. Golf carts may not be operated with more passengers than the number of
22 individuals for which the golf cart was originally manufactured.

23 F. All golf cart passengers under the age of 16 must wear a bicycle helmet or DOT
24 approved helmet.

25
26 7-6-3 - TRAFFIC RULES:

27 A golf cart shall comply with the same requirements as a bicycle for traffic rules under Utah
28 Code title 41, chapter 6a, or successor provision.

29

30 7-6-4 - VIOLATION:

- 31 A. It is unlawful for a parent or guardian to allow a person under the age of 16 to violate
32 this chapter
- 33 B. A violation of this chapter may be prosecuted as a class B misdemeanor or by a civil
34 citation.

Ordinance No. 25-54 Enacting Title 7, Ch 6 Golf Carts

Final Audit Report

2025-10-23

Created:	2025-10-16
By:	Cindy Quick (Cindy.quick@westjordan.utah.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0TRxQC3FLwWD7jMYNXnBQkB80K8HfwaL

"Ordinance No. 25-54 Enacting Title 7, Ch 6 Golf Carts" History



Document created by Cindy Quick (Cindy.quick@westjordan.utah.gov)

2025-10-16 - 6:11:48 PM GMT



Document emailed to kayleen.whitelock@westjordan.utah.gov for signature

2025-10-16 - 6:15:29 PM GMT



Email viewed by kayleen.whitelock@westjordan.utah.gov

2025-10-16 - 8:15:39 PM GMT



Signer kayleen.whitelock@westjordan.utah.gov entered name at signing as Kayleen Whitelock

2025-10-16 - 9:26:01 PM GMT



Document e-signed by Kayleen Whitelock (kayleen.whitelock@westjordan.utah.gov)

Signature Date: 2025-10-16 - 9:26:03 PM GMT - Time Source: server



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2025-10-16 - 9:26:05 PM GMT



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Signature Date: 2025-10-16 - 9:29:34 PM GMT - Time Source: server



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Email viewed by Dirk Burton (dirk.burton@westjordan.utah.gov)

2025-10-17 - 9:09:04 PM GMT



Adobe Acrobat Sign

 Document e-signed by Dirk Burton (dirk.burton@westjordan.utah.gov)

Signature Date: 2025-10-17 - 9:09:33 PM GMT - Time Source: server

 Document emailed to Tangee Sloan (tangee.sloan@westjordan.utah.gov) for signature

2025-10-17 - 9:09:36 PM GMT

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2025-10-23 - 4:05:34 PM GMT

 Document e-signed by Tangee Sloan (tangee.sloan@westjordan.utah.gov)

Signature Date: 2025-10-23 - 4:06:04 PM GMT - Time Source: server

 Agreement completed.

2025-10-23 - 4:06:04 PM GMT



Adobe Acrobat Sign

Based on information from sources like Wikipedia and Rick Case E-Z-GO.

Along with the rising frequency of golf cart crashes, the number of golf cart-related injuries has increased significantly over the last few decades. A study conducted by researchers at the Center for Injury Research and Policy of The Research Institute at Nationwide Children's Hospital found that golf cart-related injuries rose by 132% during the 17-year study period. According to the study, published in the July 2008 issue of the American Journal of Preventive Medicine, there were an estimated 148,000 golf cart-related injuries between 1990 and 2006, ranging from 5,770 in 1990 to approximately 13,411 in 2006—more than 30% of golf cart-related injuries involved children under the age of 16.

The most common type of injury was soft-tissue damage, usually just bruises, followed by fractures (22.3% of cases) and lacerations (15.5% of cases). Other types of injuries include concussions, internal injuries, subdural hematoma, spinal cord injury, or acute respiratory compromise. While rare, a few cases have had severe outcomes: Four fatalities, two paraplegics, and one quadriplegic injury have been documented.

Some of the leading causes of golf cart-related injuries include cart overturn, falling/jumping from a moving golf cart, collision with another vehicle or stationary object, being struck/run over by a golf cart, and getting into or out of a moving golf cart. Out of all these, "falling or jumping from a golf cart" was the most common cause of injury for both adults and children.

One contributing reason is that current golf cart safety features are insufficient to prevent passenger falls or ejection. Golf carts moving at speeds as low as 11 miles per hour could readily eject a passenger during a turn. Rear-facing golf cart seats are associated with high rates of passenger ejection during fast acceleration, and most standard golf carts do not have brakes on all four wheels (typically brakes are only on the rear wheels, thus sharply limiting their braking power)

For a golf cart to be street-legal on public roads, it must meet both federal and state requirements.

Golf Carts need the following to be street-legal:

- A lighted license plate.
- A VIN.
- Horn.
- Speedometer.
- DOT-approved tires.
- Seat belts
- Windshields.

- Windshield wipers.
- Headlights
- Taillights
- Brake lights
- Turn signal lights.
- Rearview mirrors.
- Travel at a speed of at least 20 MPH.

Note: If the golf cart travels at speeds higher than 25 MPH, stricter safety requirements may be required.

A typical golf cart is about 4 ft wide, 8 ft long, 6 ft high, weighs 900-1,000 lbs., and has a top speed of 15-20 mph. Understanding what a golf cart is involves looking at its typical physical and performance specifications. These characteristics are pretty standard.

These dimensions and weight are key to their maneuverability on sensitive turf. The design carefully balances capacity with the need to minimize impact on the golf course surfaces.



MINUTES OF THE CITY OF WEST JORDAN
BOARD OF CANVASSERS MEETING
Tuesday, August 24, 2021 – 5:30 PM
Waiting Formal Approval

West Jordan City Council Chambers
8000 S Redwood Road • West Jordan, UT 84088

1. CALL TO ORDER

BOARD: Chairperson Zach Jacob, Vice-Chair Kelvin Green, Chad Lamb, Christopher McConnehey, David Pack, Kayleen Whitelock, and Melissa Worthen

STAFF: Council Office Director Alan R. Anderson, Community Engagement & Government Affairs Director Tauni Barker, Mayor Dirk Burton, City Administrator Korban Lee, Council Office Clerk Cindy Quick, City Recorder Tangee Sloan, Administrative Services Director Danyce Steck, and City Attorney Robert Wall

2. REPORT PRIMARY ELECTION RESULTS

a. Results Presentation

City Recorder Tangee Sloan reviewed the results for the 2021 Primary Election for three at-large seats.

Candidate	Votes	Percentage
Pamela Bloom	4,076	20.19%
Kayleen Whitelock	4,007	19.85%
Kelvin Green	3,418	16.93%
Chad Lamb	3,135	15.53%
Mikey Smith	1,871	9.27%
Mike S. Withers	1,737	8.61%
Craig F. Heath	1,236	6.12%
Tyrone Fields	705	3.49%
TOTAL VOTES	20,185	

Ms. Sloan announced the candidates moving on to the General Election as follows: Pamela Bloom, Kayleen Whitelock, Kelvin Green, Chad Lamb, Mikey Smith, and Mike S. Withers.

Responding to a question from Board Member Lamb Ms. Sloan confirmed that the voting statistics were different than what was previously posted online a few days before.

3. CONSIDER A RESOLUTION CERTIFYING THE PRIMRARY ELECTION RESULTS

a. Resolution No. 21-38 Canvass of the 2021 City of West Jordan Primary Election and Nominating Candidates for the General Election

City Recorder Tangee Sloan asked the Board to consider approving Resolution No. 21-38 certifying the Primary Election results.

MOTION: Board Member McConnehey moved to APPROVE Resolution No. 21-38
Certifying the 2021 Primary Election Results and Nominating Successful
Candidates for the General Election.
Board Member Burton seconded the motion.

The vote was recorded as follows:

YES: Dirk Burton, Kelvin Green, Zach Jacob, Chad Lamb, Christopher McConnehey,
David Pack, Kayleen Whitelock, Melissa Worthen

NO:

ABSENT:

The motion passed 8-0.

4. ADJOURN

MOTION: Board Member McConnehey moved to adjourn the meeting
Chairperson Jacob seconded the motion.

The vote was recorded as follows:

YES: Dirk Burton, Kelvin Green, Zach Jacob, Chad Lamb, Christopher McConnehey,
David Pack, Kayleen Whitelock, Melissa Worthen

NO:

ABSENT:

The motion passed 8-0.

The meeting adjourned at 5:37 pm

I hereby certify that the foregoing minutes represent an accurate summary of what occurred at the meeting held on August 24, 2021. This document constitutes the official minutes for the Board of Canvassers meeting.

Cindy M. Quick, MMC
Council Office Clerk

Approved this ____ day of ____ 2025



MINUTES OF THE CITY OF WEST JORDAN
BOARD OF CANVASSERS MEETING
Tuesday, November 16, 2021 – 7:00 PM
Waiting Formal Approval

West Jordan City Council Chambers
8000 S Redwood Road • West Jordan, UT 84088

1. CALL TO ORDER

BOARD: Chairperson Zach Jacob, Vice-Chair Kelvin Green, Chad Lamb, Christopher McConnehey, David Pack, Kayleen Whitelock, and Melissa Worthen

STAFF: Council Office Director Alan R. Anderson, Community Engagement & Government Affairs Director Tauni Barker, Mayor Dirk Burton, City Administrator Korban Lee, Council Office Clerk Cindy Quick, City Recorder Tangee Sloan, Administrative Services Director Danyce Steck, and City Attorney Robert Wall

2. REPORT GENERAL ELECTION RESULTS

a. Results Presentation

City Recorder Tangee Sloan reviewed the official results for the 2021 General Election with the Board.

Candidate	Votes	Percentage
Kayleen Whitelock	5,588	22.24%
Kelvin Green	4,988	19.85%
Pamela Bloom	4,951	19.70%
Chad Lamb	4,625	18.41%
Mikey Smith	2,640	10.51%
Mike S. Withers	2,336	9.30%
TOTAL VOTES	25,128	

She announced the top three highest vote recipients as Kayleen Whitelock, Kelvin Green, and Pamela Bloom.

3. CONSIDER A RESOLUTION CERTIFYING THE GENERAL ELECTION RESULTS

a. Resolution No. 21-46 approving the canvass of the 2021 City of West Jordan Municipal General Election and Declaring the Highest Vote Recipients as Elected

City Recorder Tangee Sloan asked the Board to consider approving Resolution No. 21-46 certifying the General Election results.

MOTION: Board Member Burton moved to APPROVE Resolution No. 21-46 certifying the 2021 General Election results and declaring the highest vote recipients as elected.

Board Member Worthen seconded the motion.

The vote was recorded as follows:

YES: Dirk Burton, Kelvin Green, Zach Jacob, Chad Lamb, Christopher McConnehey, David Pack, Kayleen Whitelock, Melissa Worthen

NO:

ABSENT:

The motion passed 8-0.

Board Member Green thanked Ms. Sloan for a great job in fulfilling her duties. He felt like she kept everyone informed and counseled with them when needed. He was extremely appreciative of her work.

3. ADJOURN

MOTION: Board Member Green moved to adjourn the meeting
Chairperson Jacob seconded the motion.

The vote was recorded as follows:

YES: Dirk Burton, Kelvin Green, Zach Jacob, Chad Lamb, Christopher McConnehey, David Pack, Kayleen Whitelock, Melissa Worthen

NO:

ABSENT:

The motion passed 8-0.

The meeting adjourned at 7:06 pm

I hereby certify that the foregoing minutes represent an accurate summary of what occurred at the meeting held on November 16, 2021. This document constitutes the official minutes for the Board of Canvassers meeting.

Cindy M. Quick, MMC
Council Office Clerk

Approved this____ day of____ 2025



REQUEST FOR COUNCIL ACTION

Action: Need Council to take action

Meeting Date Requested : 10/28/2025

Presenter: Brian Clegg, Public Works Director

Deadline of item : 10/28/2025

Applicant: Zayo Group LLC

Department Sponsor: Public Works Admin

Agenda Type: CONSENT ITEMS

Presentation Time: 2 Minutes

(Council may elect to provide more or less time)

1. AGENDA SUBJECT

Resolution No. 25-051 Franchise Agreement with Zayo Group LLC for Telecommunications Services

2. EXECUTIVE SUMMARY

Zayo Group LLC desires to provide telecommunications services to customers in West Jordan. The attached Franchise Agreement is the final step in Zayo Group LLC's development application approval process prior to operating in the city's rights-of-way (ROW).

3. TIME SENSITIVITY / URGENCY

Zayo Group LLC is requesting approval on November 11, 2025.

4. FISCAL NOTE

There is no immediate fiscal impact other than staff time to prepare the franchise agreement which is covered by the development application fee. City will receive encroachment permit fees from Zayo Group LLC when working in the city ROW.

5. PLANNING COMMISSION RECOMMENDATION

N/A

6. ADMINISTRATIVE STAFF ANALYSIS

Zayo Group LLC will be providing telecommunications services to customers within the City of West Jordan. In order to construct, install, operate, and maintain telecommunications infrastructure within the City's public ROW, a franchise agreement is required. Franchise agreements are essential for regulating the use of the City's ROW by utility providers. This agreement with Zayo Group LLC ensures that their infrastructure deployment aligns with City standards and regulations, and that the public ROW is protected and restored after installation work. The agreement outlines terms for access, maintenance responsibilities, safety requirements, and compensation to the City. It also provides mechanisms for coordination with City projects and other utilities to minimize disruption and ensure efficient use of the ROW.

7. MAYOR RECOMMENDATION

8. COUNCIL STAFF ANALYSIS

Zayo Group LLC is a communications infrastructure company that specializes in high-capacity fiber-optic networks for businesses, institutions, and government entities. While not a direct residential

internet provider, Zayo's fiber backbone supports enterprise-grade services like transport, cloud connectivity, and managed edge solutions. Their infrastructure is used by data centers, hospitals, schools, and municipalities to power fast, reliable digital operations across North America and Europe.

In West Jordan, Zayo's potential presence strengthens the city's digital offering, indirectly benefiting residents by enhancing connectivity for public services, schools, and local businesses. Their fiber network may also support other internet service providers that deliver home internet and could play a role in future smart city initiatives like traffic systems, emergency communications, or public Wi-Fi. In essence, for residents, Zayo's impact would be felt more through improved infrastructure than direct service.

Guiding Principles from the General Plan

- **ECONOMIC DEVELOPMENT**
 - Attract, recruit, and retain quality businesses that benefit and enhance the quality of life in West Jordan.

9. POSSIBLE COUNCIL ACTION

The Council may choose to take one of the following actions:

1. Approve the Resolution as written and proposed OR with stated amendments;
2. Not Approve the Resolution;
3. Continue the item to a future specified date;
4. Move the item to an unspecified date;
5. Refer the item back to a Committee of the Whole Meeting, Council Subcommittee, or an Ad Hoc Committee;
6. Refer the item back to Council Staff or Administrative Staff.

10. ATTACHMENTS

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 25-051

A RESOLUTION APPROVING A FRANCHISE AGREEMENT WITH Zayo Group LLC.

WHEREAS, the City Council of the City of West Jordan has reviewed the attached franchise agreement (the "Agreement")between Zayo Group LLC and the city and

WHEREAS, the City Council desires to approve of said agreement and desires that the Mayor be authorized to execute the agreement

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

Section 1. The City Council hereby approves of the Franchise Agreement attached as Attachment 1 and authorizes the Mayor to execute the same.

Section 2. This Resolution shall take effect immediately.

ADOPTED by the City Council of the City of West Jordan, Utah, this 28 day of October 2025.

(Continued on the following pages)

CITY OF WEST JORDAN

By: _____
Kayleen Whitelock
Council Chair

ATTEST:

Cindy M. Quick, MMC
Council Office Clerk

Voting by the City Council

Council Chair Chad Lamb
Council Vice Chair Kayleen Whitelock
Council Member Bob Bedore
Council Member Pamela Bloom
Council Member Kelvin Green
Council Member Kent Shelton
Council Member Zach Jacob

"YES"	"NO"
☐	☐
☐	☐
☐	☐
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FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT ("Agreement") is entered into by and between the CITY OF WEST JORDAN, Utah ("City"), a municipal corporation and political subdivision of the state of Utah, and ZAYO GROUP, LLC ("Provider"), a Delaware limited liability company with its principal offices at 1401 Wynkoop Street, Suite 500, Denver, CO 80202. This Agreement shall be effective upon its execution by all Parties ("Effective Date").

RECITALS

WHEREAS, Provider desires to provide telecommunication services within the City and to establish and/or operate a telecommunications network in, under, and along present and future City Rights-of-Way; and

WHEREAS, City has enacted Title 8, Chapters 9 and 9A of the West Jordan City Code and any successor provisions ("Telecommunications Use of Public Rights-of-Way Ordinance") governing the application and review process and use of City rights-of-way for telecommunication franchises in the City; and

WHEREAS, City, in management of public rights-of-way, believes that it is in the best interest of the public to grant Provider a franchise to operate a telecommunications network in the City; and

WHEREAS, Provider is engaged in the business of providing competitive telecommunications services in state of Utah pursuant to a Certificate of Public Convenience and Necessity issued by the Utah Public Service Commission ("Commission").

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 **Recitals Incorporated.** The above recitals are incorporated herein by reference and shall constitute material terms of this Agreement.

1.2 **Ordinance.** Provider acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Use of Public Rights-of-Way Ordinance and agrees to comply with the terms thereof. The definitions in the Telecommunications Use of Public Rights-of-Way Ordinance shall apply herein unless a different meaning is indicated. Notwithstanding anything in this Agreement or Telecommunications Use of Public Rights-of-Way Ordinance to the contrary, this Franchise does not grant the right, power, or authority to Provider to maintain, construct, lease, or attach any Small Wireless Facility, as defined under Utah Code § 54-21-101(25), as amended, in, under, above, over, and across the present and future public Rights-of-Way in the City. If applicable, this Franchise also does not grant Provider the right, power, or authority to maintain, construct, or lease any substation within the City

rights-of-way.

1.3 Reservation of Police Powers. City expressly reserves, and Provider expressly recognizes, City's right and duty to adopt, from time to time, in addition to provisions contained herein and in the Telecommunications Use of Public Rights-of-Way Ordinance, 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. This Agreement is subordinate to City's exercise of its police power.

1.4 Ordinance Amendments. City reserves the right to amend the Telecommunications Use of Public Rights-of-Way Ordinance at any time. City shall give Provider notice by posting of the ordinance amendment or any other ordinance otherwise affecting this Agreement on the Utah Public Notice Website and Provider will have an opportunity to be heard concerning any proposed amendments. If City approves, Provider shall comply with any such amendments. Unless otherwise specifically stated herein, if there is any inconsistency between Provider's rights and obligations under the Telecommunications Use of Public Rights-of-Way Ordinance or any other ordinance, as it exists now or as amended, and this Agreement, the provisions of the Telecommunications Use of Public Rights-of-Way Ordinance or other applicable ordinance shall govern.

1.5 Franchise Description. The Telecommunications Franchise provided hereby shall confer upon Provider the nonexclusive right, privilege, and franchise to construct, maintain, lease and operate a Telecommunications System in, under, and along the present and future public Rights-of-Way in the City for the purpose of providing Telecommunications Services. The franchise does not grant to Provider the right, privilege or authority to engage in community antenna (or cable) television business (as such term is defined in 47 USC § 522). Nothing contained herein shall preclude Provider from: (i) permitting those with a cable franchise who are lawfully engaged in such business to utilize Provider's Telecommunications System within the City for such purposes; or (ii) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied. This Franchise shall not be construed, in any manner, as relieving lessees of their obligation to obtain an appropriate franchise if required under applicable law.

The Franchise does not grant Provider the right, privilege or authority to engage in Wireless Services or to construct or maintain facilities, antennas or other radio transmission equipment for Wireless Services in the public Rights-of-Way.

1.6 Licenses. Provider acknowledges that it has obtained (or will obtain prior to occupying the Rights-of-Way) the necessary approvals, licenses or permits required by federal and state law to provide Telecommunication Services consistent with the provisions of this Agreement and with the Telecommunications Use of Public Rights-of-Way Ordinance.

1.7 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 FEE.

2.1 Franchise Fee.

(a) For the Franchise granted herein, Provider shall pay to City an annual franchise fee ("Franchise Fee") in an amount equal to the Municipal Telecommunications Tax authorized pursuant to the Utah Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4 of the Utah Code, as amended (the "Municipal Telecommunications Tax Act") and imposed and levied pursuant to West Jordan City Code Title 3, Chapter 6, Article B or its successor provisions. Such Franchise Fee shall be calculated and paid in the manner provided in the Municipal Telecommunications Tax Act and any rules and regulations promulgated thereunder. Compliance by Provider with the terms and provisions of the Municipal Telecommunications Tax Act, and any rules and regulations promulgated thereunder, shall satisfy all requirements of this Agreement with respect to the calculation and payment of the Franchise Fee.

(b) Notwithstanding the provisions of Section 2.1(a) above, the Franchise Fee shall be calculated and payable as described therein only so long as Provider and the services Provider provides within the City by means of the Telecommunications System are subject to the Municipal Telecommunications Tax. In the event Provider ceases to use all or any portion of the Telecommunications System to provide services subject to the Municipal Telecommunications Tax, Provider shall pay, in lieu of the Franchise Fee and consistent with applicable law, a charge with respect to such portion of the Telecommunications System, payable from and after: (i) the date Provider ceases to provide such services; or (ii) the date the Municipal Telecommunications Tax ceases to apply to Provider's services, which shall be calculated in the same manner as the charge City then imposes on other Providers occupying the Rights-of-Way with similar facilities, and which do not provide Telecommunication Services subject to the Municipal Telecommunications Act. City and Provider agree to negotiate in good faith any amendments to this Agreement as shall be necessary to accommodate the change in the Franchise Fee, including payment provisions. This provision shall not apply if Provider removes its facilities from the Rights-of-Way. The foregoing provisions shall not preclude City from initiating the implementation of a new policy, even if such policy causes differences between similarly situated companies.

(c) Provider represents to City that one of the purposes for entering into this Agreement is to obtain authority to build and/or operate a Telecommunications System within the City to provide Telecommunications Services to customers within the City within six months of date of this Agreement. Upon completion of the Telecommunications System, Provider will actively market customer services and intends to generate local gross receipts within the meaning of the Municipal Telecommunications Tax Act. Provider represents that it expects to generate more than a nominal amount of gross receipts from local customers, and that the use of the Telecommunications System for other purposes, or to otherwise provide services to customers located outside of the City, is not the sole or preeminent objective of Provider.

Provider shall submit to the Public Works Director each year before February 1st a certificate signed by an authorized signatory of Provider certifying whether or not all elements of

the Telecommunications System have been used to provide services which generate gross receipts attributed to City (within the meaning of the Municipal Telecommunications Tax Act) during the preceding calendar year, including any monies collected from any current leases. Any elements of the Telecommunications System not so used shall be identified and depicted on GIS maps Provider supplies and submits with its annual certificate.

2.2 Report of Franchise Fee Payment. Upon City's written request, Provider shall prepare and deliver to City, at such frequency as City shall request, but not more frequently than annually, a report summarizing Provider payments to the Utah State Tax Commission for the requested period. Such report shall include such information related to such payment as City shall reasonably request, including by way of example, and not limitation, Provider's gross receipts from Telecommunications Services that are attributed to City during such period, and the methodology for calculating such gross receipts.

2.3 Record Inspection. Provider's records pertaining to the reports and payment required in this Agreement, including but not limited to any records deemed necessary or useful by City to calculate or confirm gross receipts, and all other Provider records City reasonably requires to assure Provider's compliance with the terms of this Agreement, shall be open to City inspection and its duly authorized representatives upon reasonable notice at all of Provider's reasonable business hours.

Provider may require such inspection to be performed at Provider's place of business where such records may be located. If such records are not located at Provider's place of business within the City, Provider shall deliver such records for City inspection at the address set forth in Section 8.1 hereof.

2.4 Service of Process. Provider agrees to use its best efforts to provide a local office within the state of Utah for purposes of acceptance of process. Notwithstanding any other acceptable method of service under the Utah Rules of Civil Procedure, in all cases service of process shall be complete if done so by certified mail to Provider's Registered Agent listed with the Utah Division of Corporations and Commercial Code.

2.5 Administrative Fee. In addition to the annual Franchise Fee described above, Provider has paid to City, a one-time application fee of \$1,000.00 to offset costs to City in preparing, considering, approving, and executing this Agreement.

ARTICLE 3. TERM AND RENEWAL.

3.1 Term and Renewal. The Franchise provided herein is granted to Provider for an initial term ("Initial Term") of five (5) years from the Effective Date, unless sooner terminated as herein provided.

ARTICLE 4. PROVIDER USE OF RIGHT-OF-WAY

4.1 Franchise Rights to Use Rights-of-Way.

(a) Provider shall have the right to occupy and use any present and future public Rights-of-Way within the City, subject to the terms and conditions of this Agreement and Provider's ability to obtain appropriate permits, to a degree that is practicable and does not limit City's use or future use or excessively limit the use by others.

(b) The rights granted to Provider herein do not include the right to: (i) excavate in, occupy or use any City park, recreational areas or other property City owns; or (ii) attach or locate any of the Telecommunications System to or on, or otherwise utilize any of, any City-owned property or facilities or structures, including without limitation light poles, towers, buildings and trees. City shall consider Provider's use of such City-owned property or facilities on a case-by-case basis and shall be subject to payment of additional compensation to and Agreements with City. Similarly, the rights granted herein do not include the right to situate the Telecommunications System or any portion thereof on poles or other property owned by entities other than City.

(c) Notwithstanding any other provisions in this Agreement, all new lines must be buried underground. "New lines" shall mean any telecommunication wires, cables, and facilities not already attached to any existing poles or other structures as of the date of this Agreement. "New lines" shall also mean telecommunication wires, cables, and facilities that are meant to replace, repair, or add to existing lines attached to poles or other structures. As such, the practice of overlash of wires and cables is prohibited.

4.2 Compliance with Laws. The Telecommunications System and portions thereof installed or used under authority of this Franchise shall be constructed, installed, maintained, relocated and replaced in accordance with applicable federal, state and city laws, codes, regulations, rules, permits, standards and applicable safety standards (collectively "Regulations"). Provider shall acquire, and comply with the fees of, such permits as may be required by such Regulations. City may inspect the manner of such work and require remedies as may be necessary to assure compliance.

4.3 Excavation. Provider shall have the right to excavate the Rights-of-Way subject to and in accordance with applicable ordinances, standards, permits, conditions and requirements of City.

4.4 City Permits Required. Except in the case of an emergency, Provider shall, prior to commencing work in the Rights-of-Way, obtain any necessary permits and pay all applicable fees and charges that City does or may prescribe with respect to the construction, maintenance, operation, removal or relocation of the Telecommunications System, or other activity that may disrupt traffic flow. Provider shall abide by all reasonable permit requirements. Required permits and fees may include, not by way of limitation, an encroachment permit and associated fee per Chapter 8 of Title 8 of the West Jordan City Code and any successor provisions. Notwithstanding any provision to the contrary, and in addition to any other remedy herein or by law, City may withhold, condition, or delay the issuance of any permits if Provider has not met any of its obligations hereunder, whether such breach is material or not, as determined in the sole discretion of the City's Public Works Director.

4.5 Emergency Repairs. Notwithstanding the foregoing, Provider shall not be obligated to obtain a permit prior to performing emergency repairs. Prior to, or as soon as practicable after commencement of emergency repairs, Provider shall notify City of any emergency repairs and the location of work being or to be performed. City may issue a permit and collect all applicable fees and charges within a reasonable time after commencement or completion of emergency repairs.

4.6 Location of Telecommunications System.

(a) The Telecommunications System and all portions thereof shall be constructed and laid in locations so as to cause minimum interference with the Rights-of-Way and as City reasonably approves. Provider shall install the Telecommunications System and all portions thereof in the public utility easement where available and compatible. During construction, maintenance and repair activities, Provider shall not unreasonably interfere with the use of the Rights-of-Way or access to adjacent private property. The Telecommunications System and all portions thereof shall be constructed in accordance with established utility construction practices and City construction standards and in a manner which protects the System from all traffic loads and public uses. Prior to installation of the Telecommunications System or portions thereof that are either new or relocated, Provider and City shall engage in good faith negotiations regarding siting and preservation of existing improvements. At City's request, Provider shall participate in discussions and meetings with residents.

(b) Provider shall prepare and submit to City as-built drawings for the existing Telecommunications System within City's corporate boundaries not more than thirty (30) calendar days after execution of this Agreement. Provider shall prepare and submit as-built drawings for all future Telecommunications Systems, or portions thereof, not more than thirty (30) calendar days after completion of installation of the Telecommunications System or portions thereof. The drawings shall be given to City in a GIS Shapefile Format or Autocad file with the GPS location identified for all facilities.

(c) If Provider fails to submit drawings to City within thirty (30) calendar days, Provider shall be in default and all legal and equitable remedies may be pursued. All costs and expenses incurred to enforce this provision against Provider will be at Provider's own costs and expense, including any attorney's fees City incurs.

4.7 Repair of Damage.

(a) If, during the course of work on its Telecommunications System, Provider causes damage to or alters the Rights-of-Way or public property, Provider shall (at its own cost and expense and in a manner City reasonably approves) replace and restore it in as good a condition as existed before the work commenced and in accordance with City ordinances, standards, requirements, permits and conditions. This shall include, not by way of limitation, construction, installation, maintenance, relocation and removal of the Telecommunications System. If Provider does not perform repair or replacement, City shall so notify Provider and give a reasonable time, not more than forty-five (45) calendar days, to remedy the situation. If Provider

fails to perform, then City shall have the option to perform or cause to be performed such reasonable and necessary work on behalf of Provider and to charge Provider for the reasonable costs incurred. Upon receipt of City demand for payment, Provider shall promptly reimburse City for such costs.

(b) For a period of one year, or such longer period as required as part of any City permit, following the completion of any work in the Rights-of-Way or any repair work, Provider shall maintain, repair, and keep in good condition those portions of the Rights-of-Way or property or facilities installed, constructed, restored, repaired, or replaced to the reasonable satisfaction of the Public Works Director. Provider shall not be responsible for maintenance or repair definitively caused by the City or any third party.

4.8 Operational Reports. During the period of construction of the Telecommunications System or any portions thereof, Provider shall furnish City with written progress reports indicating in detail the area of construction. Such periodic reports shall be furnished at one-month intervals, the first report to be made one (1) month after the construction commencement date.

4.9 City Inspection. City shall have the right to inspect the construction, operation and maintenance activities to ensure proper compliance with applicable City ordinances, standards, permits, conditions and requirements ("City Regulations"), and the terms of this Agreement. In the event Provider fails to comply with the terms of any City Regulations or the terms of this Agreement, City shall give Provider written notice of such non-compliance and the time for correction provided by ordinance or a reasonable time for correction if there is no applicable ordinance, not to exceed thirty (30) days. This time period may be extended as reasonably necessary to accommodate delays beyond Provider's reasonable control. If Provider fails to remedy the non-compliance within the required time frame, City shall have the option to perform or cause to be performed the work on behalf of Provider and to charge Provider for the reasonable labor and costs incurred. Within twenty (20) days of receipt of City demand for payment, Provider shall reimburse City for such labor and costs, which time period shall run concurrent with the time period under Subsection 7.1(a). City shall inspect the Telecommunications System at reasonable times and upon reasonable notice to Provider.

4.10 City Facilities. City shall have the right to cross the Telecommunications System at any point necessary for the use, maintenance, operation, construction, repair, relocation and/or expansion of the Rights-of-Way, utilities and other City facilities and improvements. If at any time Provider's facilities interfere with, obstruct, or block City facilities use of the Rights-of-Way, Provider shall relocate such interfering facilities upon City's request and do so at its own expense. City shall use due care and diligence in the protection of the Telecommunications System in making any such crossings and shall comply with all applicable local, state and federal laws, rules and regulations.

4.11 Provider Duty to Relocate.

(a) Whenever City requires the relocation or reinstallation of the Telecommunications System or portions thereof situated within the Rights-of-Way, including the

relocation of the Telecommunications System from above ground to below ground, it shall be Provider's duty, upon notice of such requirement and written demand made of Provider, and within a reasonable time thereof, but not more than fourteen (14) days from the date of notice, to commence to remove, relocate, convert, or reinstall such Telecommunications System or portions thereof as may be reasonably necessary to meet City requirements. Relocation shall be completed within forty-five (45) days from the date of notice. If Provider does not satisfactorily relocate upon, and in accordance with, City's request within forty-five (45) days from the date of notice, City shall have the option to immediately perform or cause to be performed such work on behalf of Provider, including the cutting of active or inactive lines, and to charge Provider for the reasonable labor and costs incurred. Within twenty (20) days receipt of City's demand for payment, Provider shall reimburse City for such labor and costs.

(b) City may require such relocation for any lawful purpose, including, without limitation, the resolution of existing or anticipated conflicts or the accommodation of any conflicting uses or proposed uses of the Rights-of-Way, whether such conflicts arise in connection with a City project, or a project undertaken by some other person or entity, public or private. City shall not be obligated to provide alternate space within the Rights-of-Way. If City does not provide alternate space, Provider's right to use that portion of the Rights-of-Way shall terminate.

(c) Provider shall complete relocation, including removal, conversion, and reinstallation, at no cost or expense to City. Any money and all rights to reimbursement from the state of Utah or the federal government, to which Provider may be entitled for work performed pursuant to this paragraph, shall be Provider's property. Upon written request from Provider to City, City shall assign or otherwise transfer to Provider all rights it may have to recover costs for such work and shall reasonably cooperate with Provider's efforts to obtain reimbursement.

(d) In no event shall City be held responsible for the costs, damages, liability, or losses of cutting, moving, or relocating, replacing, reinstalling, or converting the Telecommunications System or portions thereof pursuant to this Section, except to the extent such damages are due to the City's negligence or willful misconduct.

(e) Notwithstanding any other provision to the contrary or that conflicts with this Subsection, Provider shall bear all costs and expenses of relocating its Telecommunications System or portions thereof if such relocation is made at the request of a third-party developer for any system improvement included on any of City's Master Plans. Provider shall be required to remove, relocate, convert, or reinstall its Telecommunications System or any portions thereof within the time allotted in this Agreement even if the third-party developer is the entity requesting or providing notice to Provider to remove, relocate, convert, or reinstall.

4.12 Common Use of Facilities.

(a) In order to minimize the adverse impact to the Rights-of-Way and to City facilities, and inconvenience to the public, caused by construction, repair and maintenance activities of multiple utility franchisees, it is the policy of City to encourage and require the shared use of telecommunication facilities by City franchisees and permittees whenever

practicable. Notwithstanding the foregoing provision, Provider may not overlash lines with existing cables above ground, erect new poles, or place any portion of its telecommunication system above ground.

(b) Except when necessary to service a subscriber, and subject to the written approval and conditions of City, Provider shall, prior to constructing the Telecommunications System or portions thereof, fully utilize any excess capacity reasonably and cost-effectively available within any existing conduit, under such terms and agreements as Provider negotiates with the owners of such conduits. City may contact other franchisees to determine whether Provider has fulfilled the obligation under 4.12.

(c) Whenever another franchisee of City which is subject to a provision substantially similar to this provision of this Agreement requests permission to utilize any Provider equipment for the purpose of locating therein or thereon any facilities of such franchisee, Provider shall negotiate in good faith with such franchisee to grant such permission under terms and conditions which: (i) are commercially reasonable; (ii) do not place such franchisee at a competitive disadvantage relative to Provider or any other franchisee of City; and (iii) are no less onerous than those permitted or required under the Telecommunications Act. Without limiting the generality of the foregoing, the provisions of this subsection shall apply to all underground collocation of fiber optic lines or other cables within underground excess conduit Provider installs. Provider shall be required to grant such permission only to the extent the facilities of such requesting franchisee do not: (i) interfere with the Telecommunications System; (ii) conflict with uses Provider proposes or anticipates within the reasonably foreseeable future; or (iii) create a safety or quality of services hazard. In the event Provider and the requesting franchisee are unable to agree upon such terms and conditions, Provider and the requesting franchisee shall resolve any disagreements in such legal or other forum as may be provided by law. If the result of Provider's inability to reach a reasonable agreement is that City might be required by law to authorize the requesting franchisee to take additional actions in the Rights-of-Way, then, in that case, Provider agrees that City may make any final decision in regards to any outstanding disputes and City's decisions shall be binding on all parties.

4.13 Duty to Underground. Unless the City Public Works Director excepts in writing, Provider must place all lines, cables, and equipment underground. In furtherance of this requirement, Provider acknowledges and agrees that if the City Public Works Director makes an exception to the requirements in this Section, at the time of initial installation, City may, at any time in the future, require the relocation of Provider's above-ground and/or aerial facilities to underground installation at Provider's expense.

4.14 Provider's Duty to Remove the System from the Rights-of-Way.

(a) Unless otherwise provided herein, Provider shall promptly remove from the Rights-of-Way all or any part of the Telecommunications System, when one or more of the following conditions occur:

- (i) Provider ceases to operate such Telecommunications System or portions thereof for a continuous period of twelve (12) months, except when the

cessation of service is a direct result of a natural or man-made disaster;

- (ii) The construction or installation of such Telecommunications System or portions thereof do not meet the requirements of this Agreement; or
- (iii) The Franchise is terminated or revoked in accordance with this Agreement.

(b) Upon Provider's receipt of written notice from City setting forth one or more of the occurrences specified herein, the Provider shall have ninety (90) calendar days from the date upon which said notice is received to remove such Telecommunications System or portions thereof or to begin operating the Telecommunications System.

(c) Provider may abandon any underground lines and appurtenances in place, subject to the reasonable requirements of City, including but not limited to transfer of ownership to City through written document, and only after the prior written consent of City, which may be granted or withheld in City's sole and absolute discretion. In such an event, the abandoned lines and appurtenances shall become the property of City and Provider shall have no further responsibilities or obligations concerning those facilities. City shall not use the possibility of obtaining ownership of the abandoned system as a rationale for terminating or revoking the Franchise.

4.15 Removal of Facilities Upon Request. Upon termination of service to any subscriber, Provider shall promptly remove Telecommunications System lines, equipment and appurtenances from the premises of such subscriber at the written request of such subscriber, and at no cost to the subscriber, unless Provider's agreement with such subscriber provides otherwise.

4.16 Continuation of Service. In the event Provider is or becomes the exclusive local exchange carrier providing basic telephone exchange services within the City, the removal of the System, and Provider's discontinuation of telecommunication services within the City, shall be subject to applicable regulations and procedures of the Public Service Commission, or any successor regulatory body. In the event the Utah Public Service Commission or such successor regulatory body no longer regulates local exchange carriers providing basic telephone exchange services within the City, such removal of facilities and discontinuation of services shall be subject to the applicable regulations and procedures of any public body (including City) then regulating such carriers.

ARTICLE 5. PUBLIC USE RIGHTS.

5.1 City Use of Trenches. Whenever Provider proposes to install new underground conduits or replace existing underground conduits within or under the Rights-of-Way, it shall notify the City Engineer as soon as practical and shall allow City, without charge to Provider, to utilize any such trench Provider opened to lay City's facilities therein.

5.2 City Use of Poles and Overhead Structures. If the City Public Works Director permits above-ground activity pursuant to an exception herein, City shall have the right, without

cost, to use all poles and suitable overhead structures Provider owns within the City for fire alarms, police signal systems, or any lawful public use. Any uses shall be for public purposes and shall not include the provision of Telecommunications Services to third parties.

5.3 **Use of Provider Corridors.** City may identify corridors which Provider now or in

the future owns in fee within the City and which are similar in nature to transmission corridors of electric utility providers. City may identify portions of such corridors, if any, as being desirable locations for public parks, playgrounds, or recreation areas. In such event, and pursuant to an agreement providing for such City uses, Provider shall allow such use except where Provider in good faith believes such use would interfere with Provider's use of the corridor or materially prejudice its interests in safety. Provider shall assume no liability, nor shall it incur, directly, or indirectly any additional expense in connection therewith.

ARTICLE 6. COORDINATION.

6.1 Annual Information Coordination. On or before February 28 of each calendar year, or such other date as Provider and City may agree upon, Provider and City shall meet for the purpose of exchanging information and documents regarding construction and other similar work within the City, with a view toward coordinating their respective activities in those areas where such coordination may prove mutually beneficial. Such information exchange shall be in addition to, and not in lieu of, any coordination required under City Regulations.

6.2 Meet to Confer. Provider and City each agree, upon request of the other during the term of this Agreement, to meet and discuss in good faith whether it would be appropriate to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any changes in the law affecting Provider's conduct of its business or City's regulation thereof.

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:

(a) Provider fails to make timely payments of the Franchise Fee as required under this Agreement or any other fee due to City under the terms of this Agreement and does not correct such failure within twenty (20) business days after receipt of written notice from City of such failure;

(b) Provider materially violates a material duty and fails to commence efforts to remedy the violation within fourteen (14) calendar days and remedy such violation within sixty (60) calendar days from the date it receives written notice of the violation from City unless otherwise extended by the City Engineer in its sole discretion;

(c) Provider becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by Provider within sixty (60) days; or

(d) In furtherance of Provider's policy, or through acts or omissions done within the scope and course of employment, a director, officer, employee, or agent of Provider knowingly

engages in conduct or makes a material misrepresentation with or to City, that is fraudulent or in violation of a felony criminal statute of the state of Utah.

7.2 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of City and Provider and their permitted respective successors and assigns. 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.

ARTICLE 8. PARTIES DESIGNEES.

8.1 City Designee and Address. City's Mayor or their designee(s) shall serve as City's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Use of Public Rights-of-Way Ordinance, all notices from Provider to City pursuant to or concerning this Agreement, shall be delivered to the City Recorder, with a copy to the City Public Works Director and City Attorney's Office, at 8000 South Redwood Road, West Jordan, Utah 84088, or such other officer and address as City may designate by written notice to Provider.

8.2 Provider Designee and Address. Unless otherwise specified herein or in the Telecommunications Use of Public Rights-of-Way Ordinance, all notices from City to Provider pursuant to or concerning this Agreement, shall be delivered to:

Zayo Group, LLC
1401 Wynkoop Street, Suite 500
Denver, CO 80202

or such other office as Provider may designate by written notice to City.

8.3 Failure of Designee. Unless otherwise stated herein, the failure or omission of City or Provider's representative to act shall not constitute waiver or estoppel by City or Provider.

ARTICLE 9. INSURANCE AND INDEMNIFICATION.

9.1 No City Liability. Except as otherwise specifically provided herein, City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in Provider's construction, operation, or maintenance of the Telecommunication System, unless and to the extent that such loss or damage is the result of City's sole negligent acts or omissions or willful misconduct. Provider agrees that the Rights-of-Way are delivered in an "AS IS, WHERE IS" condition and City makes no representation or warranty regarding their condition, and disclaims all express and implied warranties, including all employees verbal or written representations now and in the future.

9.2 Insurance.

(a) Provider, at its own cost and expense, shall secure and maintain, and shall ensure that any subcontractor to Provider shall secure and maintain, during the term of this Agreement the following policies of insurance:

(i) General Liability Insurance. Commercial general liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage. Such insurance shall provide coverage for ongoing operations and products-completed operations, blanket contractual, broad form property damage, personal and advertising injury, independent contractors and sudden and accidental pollution liability [pollution liability arising out of a hostile fire] with a \$2,000,000 minimum per occurrence limit combined bodily injury and property damage, with a \$3,000,000 minimum aggregate limit, provided the general policy aggregate shall apply separately to Provider on a per project basis. Any aggregate limit that does not apply separately to the premises shall be at least double the required per occurrence limit. The required limit may be met with a combination of primary and excess policies.

(ii) Business Automobile Liability Insurance. Commercial automobile liability insurance providing coverage for owned, hired, and non-owned automobiles, with a combined single limit of \$3,000,000 per occurrence. The required limit may be met with a combination of primary and excess policies.

(iii) Workers' Compensation and Employer's Liability. Worker's compensation and employer's liability insurance sufficient to cover all of Provider's employees pursuant to Utah law. This requirement includes those who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, Provider shall require its subcontractor(s) similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

(b) General Insurance Requirements.

(i) Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (A) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (B) be maintained for a period of at least two (2) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to City.

(ii) All policies of insurance shall be issued by insurance companies authorized to do business in the state of Utah and either:

(A) Currently rated A- or better by A.M. Best Company; and (A(I)) for construction contracts only, the insurer must also have an A.M.

Best Company financial size category rating of not less than VII;
or

(B) Listed in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570), as amended.

(iii) Provider shall furnish certificates of insurance, acceptable to City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

(iv) In the event any work is subcontracted, Provider shall require its subcontractor, at no cost to City, to secure and maintain the same insurance coverages with the same limits required of Provider hereunder.

(v) In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Provider shall provide a new certificate of insurance within thirty (30) days after City notifies Provider thereof in writing, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to City.

(vi) Provider shall provide 30 days prior written notice of cancellation or modification to the policies required under this Agreement to City..

(vii) In the event that City's tender of defense based on Provider's alleged negligence is rejected by Provider or Provider's insurer, and Provider is later found by a court of competent jurisdiction to have been negligent as aforesaid, then in addition to any other remedies City may have, Provider agrees to pay City's reasonable costs, expenses and attorney's fees in proving such negligence, defending itself and enforcing this indemnity provision.

(viii) In the event that the limits of damage exposure to which City is at risk are modified by either statute or judicial decision, Provider shall cause the commercial general liability and business automobile liability insurance coverages specified in paragraphs (a)(i) and (a)(ii) above to be increased to any new limit or, if no limit is established, in an amount reasonably acceptable to City.

9.3 Indemnification. In accordance with and subject to applicable law, Provider shall indemnify, defend, and hold City and its officers, employees, agents, successors, and assigns from all claims, liabilities, actions, causes of action, suits, demands, warranties, rights, losses, damages, punitive damages, costs, expenses, and compensation of any kind and nature whatsoever, and whether known or unknown, foreseen or unforeseen, and whether based on tort, strict liability, warranty, contract, statute, common law, or other theory which any individual now has or may hereafter accrue on account of, resulting from, or in any way arising out of Provider's exercise of its rights hereunder and under the Telecommunications Use of Public Rights-of-Way Ordinance, including, but not limited to the construction, operation, lease, and

maintenance of the System whether or not any such use, act or omission complained of is authorized allowed or prohibited by this Agreement. Except for third party claims covered under the indemnification provisions herein, in no event shall either party be liable to the other party for any special or punitive damages whatsoever arising out of or in connection with this Agreement.

ARTICLE 10. GENERAL PROVISIONS.

10.1 Binding Agreement. The parties represent that, when executed by their respective authorized representatives, this Agreement shall constitute legal and binding obligations of the parties and that 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.

10.2 Construction of Agreement. This Agreement will be construed as a whole in accordance with its fair meaning and in accordance with the laws of the state of Utah. The parties acknowledge that they have read this Agreement and are fully aware of its content and its legal effect. The terms of this Agreement have been negotiated by the parties and their respective legal counsel. Accordingly, the terms of this Agreement may not be construed in favor of or against any party. The headings used in this Agreement are for reference only and may not affect the construction of this Agreement.

10.3 Venue. Any and all actions arising from or out of this Agreement shall be filed in a state or federal court sitting in Salt Lake County in the state of Utah. The parties hereby consent to the jurisdiction of the courts sitting in the state of Utah and waive any argument that venue in Salt Lake County, Utah is not convenient.

10.4 Severability. In the event any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were not contained herein provided that the agreement as so modified preserves the basic intent of the parties.

10.5 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.

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

10.7 Successors and Assigns. This Agreement will be binding on and inure to the benefit of the parties, and, where applicable, their respective and permitted parents, subsidiaries, divisions, officers, directors, owners, associates, predecessors, successors, heirs, assigns, agents, partners, employees, insurers, and representatives.

10.8 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, all of which together shall constitute one and the same instrument. Any copy, facsimile, electronic, or other non-original duplication of an original signature of this Agreement shall be deemed an original for purposes of the enforcement or establishment of the validity or authenticity of this Agreement.

10.8 Utah Governmental Records Management Act. Whenever Provider is required to deliver to City, or make available to City for inspection, any Provider records, and such records are delivered to or made available to City with a written claim of confidentiality which meets, in the judgment of City, the requirements of the Utah Governmental Records Management Act ("GRAMA"), City shall classify such records as "protected" within the meaning of GRAMA, and City shall not disclose except as may otherwise be required by GRAMA, by court order, or by applicable City ordinance or policy.

10.9 Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. Provider represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance West Jordan Code Title 1, Chapter 1, as amended.

ARTICLE 11. ASSIGNMENT, SALE OR TRANSFER.

11.1 Consent Required. Provider shall not sell, transfer, lease, assign, sublet or otherwise make available to any person or entity other than Provider, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, the Franchise or any rights or privileges under this Agreement, without the prior written consent of City. The following events (by way of illustration and not limitation) shall be deemed to be a sale, assignment or other transfer of the Franchise requiring compliance with this Article:

- (a) the sale, assignment or other transfer of all or a majority of Provider's assets to another Person;
- (b) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in Provider by one or more of its existing shareholders, partners, members or other equity owners, so as to create a new Controlling Interest in Provider;
- (c) Provider's issuance of additional capital stock or partnership, membership or other equity interest so as to create a new Controlling Interest in Provider; or

- (d) Provider's entry into an agreement with respect to the management or operation of Provider or its facilities (including the System).

11.2 **Grant or Denial of Consent.** City shall give or deny consent no later than one-hundred twenty (120) days following City's receipt of a written request for consent, which shall not be unreasonably withheld. For the purpose of determining whether it shall grant its consent,

City may inquire into the qualifications of the Proposed Transferee, and Provider shall assist City in the inquiry. City may condition or deny its consent based on any or a combination of the following or similar criteria. The Proposed Transferee shall indicate by affidavit whether it:

- (a) has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;
- (b) has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the Proposed Transferee by any court of competent jurisdiction;
- (c) has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a system similar to the System, except that any such claims, suits or proceedings relating to insurance claims, theft or service, or employment matters need not be disclosed;
- (d) is financially solvent, by submitting financial data, including financial statements, that have been audited by a certified public accountant, along with any other data that City may reasonably require; and
- (e) has the financial and technical capability to enable it to maintain and operate the System for the remaining term of this Agreement.
- (f) the use of Telecommunication System and Right of Way by the Proposed Transferee are consistent with Provider's uses permitted under this Agreement.

Provider shall provide to City information regarding any failure of Provider to comply with any provision of this Agreement or of any applicable customer or consumer service standards promulgated or in effect in City's jurisdiction at any point during the term of this Agreement.

11.3 Exceptions. Notwithstanding the foregoing, City's consent shall not be required in connection with:

- (a) The intracorporate transfer from one wholly owned subsidiary to another wholly owned subsidiary of a parent corporation;
- (b) Any transfer in trust, a mortgage, or other instrument of hypothecation of the assets of Provider, in whole or in part, to secure indebtedness, provided that such pledge of the assets of Provider shall not impair or mitigate Provider's responsibility and capability to meet all its obligations under the provisions of this Agreement;
- (c) Any sale or other transfer of Provider of worn out, obsolete equipment or property Provider no longer requires in connection with its operations in the normal course of business; or

- (d) Interconnection or use agreements pursuant to which the System may be used by another entity providing telecommunication services within the City, provided that any such other entity has obtained a franchise from City.

11.4 Retention of City Rights. The consent or approval of City to any transfer shall not constitute a waiver or release of any rights of City in or to its Rights-of-Way.

11.6 Definitions. For purposes of this Article, the following terms shall have the following meanings:

- (a) "Control" or "Controlling Interest" means 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 Provider. A rebuttable presumption of the existence of Control or a Controlling Interest shall arise from the beneficial ownership, directly, by any person, or group of persons or entities acting in concert, of more than fifty percent (50%) of Provider. "Control" or "Controlling Interest" as used herein may be held simultaneously by more than one Person.
- (b) "Person" means any individual, sole proprietorship, partnership, association or corporation, or any other form of organization, and includes any natural I person.
- (c) "Proposed Transferee" means a proposed purchaser, transferee, lessee, assignee or person acquiring ownership or control of Provider.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement as of the date set forth below.

CITY OF WEST JORDAN	
_____ Mayor or Designee	_____ Date
ATTEST:	
_____ City Recorder	_____ Date
APPROVED AS TO FORM:	
_____ City Attorney's Office	_____ Date

ZAYO GROUP, LLC	
_____ By: <u>Rebekah Melody</u>	Date: <u>9/16/25</u>
Title: <u>Director Underlying Rights</u>	

ACKNOWLEDGMENT

STATE OF Mass }
COUNTY OF Barnstable } ss

Before me, Wendy Siebenmann, on this day personally appeared Rebekah Melody, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be a Director of Zayo Group, LLC, a Delaware limited liability company, and acknowledged to me that (s)he executed the said instrument for the purposes and consideration therein expressed, on behalf of said Corporation.

Given under my hand and seal of office this 16 day of Sept, 2025.

Notary Public: Wendy Siebenmann

Printed Name: Wendy Siebenmann

My Commission Expires: June 11, 2032

[SEAL]

 **WENDY SIEBENMANN**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 11, 2032