



**THE CITY OF WEST JORDAN
CITY COUNCIL MEETING
April 28, 2026**

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

- a. Presentation of the URPA Award to the City of West Jordan

4. COUNCIL & MAYOR REPORTS

- a. Annual Report from ChamberWest
- b. City Council Reports
- c. Mayor’s Report
- d. City Administrator’s Report

5. PUBLIC COMMENT

6. PUBLIC HEARINGS

- a. City Council consideration of Proposed 2026 Annual Action Plan & Budget for Community Development Block Grant (CDBG)
- b. Ordinance No. 26-20 Amending West Jordan City Code Section 13-5E-3, Permitted and Conditional Uses for SC-3 Zones
- c. Resolution No. 26-014 Requesting a Fee Waiver in the Amount of \$450 for the Annual Neighborhood Cleanup and BBQ (6600 S - 7000 S, Beargrass Road to 4700 West)

7. BUSINESS ITEMS

- a. Joint Resolution No. J26-001 with the City Council and Mayor of West Jordan Declaring a Stage 2 Severe Drought Condition
- b. Ordinance No. 26-24 Amendments to West Jordan City Code Title 7, Chapter 6 – Electric Bicycles
- c. Resolution No. 26-016 Adopting Fireworks Restrictions for 2026

8. COUNCIL OFFICE REPORT

9. CONSENT ITEMS

- a. Approve Meeting Minutes
 - March 31, 2026 – Committee of the Whole Meeting
 - April 14, 2026 – Committee of the Whole Meeting
- b. Resolution No. 26-018 Approving a Franchise Agreement with Comcast
- c. Resolution No. 26-017 Approving the Logo License Agreement for Use of the America250 Utah Logo and Name

10. ADJOURN

UPCOMING MEETINGS

- Tuesday, May 5, 2026 – Special City Council Meeting (6:00p) – FESSRD (6:10p) – MBA (6:20p) – RDA (6:30p)
- Tuesday, May 12, 2026 – Committee of the Whole (4:00p) – Regular City Council (7:00p)
- Tuesday, May 26, 2026 – Committee of the Whole (4:00p) – Regular City Council (7:00p)
- Tuesday, June 9, 2026 – Committee of the Whole (4:00p) – Regular City Council (7:00p)
- Tuesday, June 23, 2026 – 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 and Valley Journal.

Posted and dated April 24, 2026

Cindy M. Quick, MMC, Council Office Clerk



REQUEST FOR COUNCIL ACTION

Action: Need Council to Take Action

Meeting Date Requested : 04/28/2026

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

Resolution No. 26-008 Proposed 2026 Community Development Block Grant (CDBG) Annual Action Plan and Budget for the 2026 Program Year Authorizing the Mayor to Execute Program Agreements

2. EXECUTIVE SUMMARY

The City of West Jordan receives an annual Community Development Block Grant (CDBG) program allocation from the Department of Housing & Urban Development (HUD) Community after the program is funded through the annual congressional appropriation process. On April 6, 2026 the City received official notification from HUD informing the City of its CDBG allocation of \$481,738 for program year 2026.

At the beginning of each program year, staff must submit to HUD an annual action plan (AAP) which provides a concise summary of initiatives, actions, and activities carried out with federal and non-federal resources to address the priority needs and specific goals identified by the Consolidated Plan.

The City's current Consolidated Plan runs from 2025-2029 and was adopted by the City Council last year.

3. TIME SENSITIVITY / URGENCY

CDBG funds typically become available on July 1 of each year. Once approval of the annual action plan is granted, environmental reviews and agreement preparation can begin, allowing funds to be utilized beginning on July 1.

4. FISCAL NOTE

The 2026 CDBG Entitlement Grant is \$481,738

5. STAFF ANALYSIS

Below you will see the Annual Action Plan Priority Budgets if we fund priorities proportionally to the funding levels in PY2025:

Priority 1: Provide Decent, Safe Affordable Housing: \$221,090

Priority 2: Provide Neighborhood Improvements: \$29,416

Priority 3: Provide Public Services for Special Needs Populations: \$72,260

Priority 4: Provide Economic Development Opportunities: \$62,625

Administration & Oversight: \$96,347

6. MAYOR RECOMMENDATION

7. COUNCIL STAFF ANALYSIS

Plain Language Summary

This item sets the spending plan for the City's 2026 federal CDBG funds, which support projects and services that benefit low- to moderate-income residents and neighborhoods. Each year, the City must decide how to distribute these federal dollars across eligible uses such as housing assistance, neighborhood improvements, public services, and economic development. The proposed plan follows the same general structure used in prior years, allocating funds based on established priorities in the City's long-range housing and community development strategy.

Infrastructure & Utility Considerations

This funding is not intended for large-scale infrastructure or utility system expansion, such as major water, sewer, or roadway projects.

However, some eligible activities may involve limited physical improvements. These could include small neighborhood upgrades, accessibility improvements, or rehabilitation of existing housing. In some cases, housing rehabilitation projects may include basic system repairs or improvements within individual properties.

If any project impacts public property or city infrastructure, City departments would coordinate as needed to ensure compliance with standards and proper project delivery.

Potential Questions for Council Consideration

- Does the proposed allocation still reflect current community needs and priorities under the 2025–2029 Consolidated Plan?
- Are there areas where funding should be adjusted to better respond to emerging conditions?
- How will program outcomes be measured and reported?

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. 26-008

Proposed PY26 Annual Action Plan Budget

THE CITY OF WEST JORDAN, UTAH

RESOLUTION NO. 26-008

A RESOLUTION APPROVING
THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM YEAR 2026 ANNUAL ACTION PLAN BUDGET,
AND AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE
TO SIGN THIS PLAN AND ANY ASSOCIATED AGREEMENTS
AND OTHER DOCUMENTS AND TO SUBMIT SAID PLAN TO HUD

WHEREAS, the City of West Jordan ("City") receives and accounts to the federal government for Community Development Block Grant ("CDBG") funds; in particular, through its Five-Year Consolidated Plan ("Consolidated Plan") and its Program Year Annual Action Plans ("Annual Action Plans" and collectively "Plans"); and the City adopts these Plans from time to time; and the City, including the City's Council ("Council" or "City Council"), has a CDBG Grant Committee ("Committee") to make recommendations regarding the Plans and amendments to the Plans; and

WHEREAS, the City adopts Annual Action Plans, which provide a concise summary of initiatives, actions, and activities carried out with federal and non-federal resources to address the priority needs and specific goals identified by the Plans; and

WHEREAS, the Council is being asked to approve and adopt a Budget for the Program Year 2026 Annual Action Plan ("2026 Annual Action Plan"), in the amount of \$481,738.00 ("Budget"), as established by the United States Department of Housing and Urban Development ("HUD"); and the City Council desires to approve said Budget and desires that the Mayor work with the Committee and other City Staff to sign and submit the finalized 2026 Annual Action Plan to HUD; and

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

Section 1. Approved. The City Council hereby approves and adopts said Budget; and authorizes the Mayor or the Mayor's designee to finalize and sign the 2026 Annual Action Plan and any associated agreements and other documents.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THIS
____ DAY OF _____ 2026.

CITY OF WEST JORDAN

By: _____
Bob Bedore
Council Chair

ATTEST:

Cindy M. Quick, MMC
Council Office Clerk

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Voting by the City Council

"YES"

"NO"

Chair Bob Bedore

☐☐

Vice Chair Jessica Wignall

☐☐

Council Member Annette Harris

☐☐

Council Member Kayleen Whitelock

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Council Member Zach Jacob

☐☐

Council Member Chad Lamb

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Council Member Kent Shelton

☐☐

COMMUNITY DEVELOPMENT BLOCK GRANT

Due to the timing of the budget process and the uncertainty of federal funding, the Mayor's Budget will not include a proposed budget for CDBG. A budget will be proposed to the Council for consideration as soon as more information is available.

BUDGET & FINANCIAL HISTORY

		Prior Year Actual FY 2025	Adopted Budget FY 2026	Estimated Actual FY 2026	Annual Budget FY 2027
Revenue					
1	Community Development Block Grant	\$ 850,064	\$ 885,431	\$ -	\$ -
2		850,064	885,431	-	-
Expenditures					
<i>Administration (up to 20%)</i>					
3	Administration	(79,783)	(98,260)	(7,360)	(6,925)
<i>Public Services (up to 15%)</i>					
5	Travelers Aid	(17,018)	(15,000)	-	-
6	Legal Aid Society	(17,867)	(20,000)	-	-
7	South Valley Sanctuary	(31,530)	(30,000)	-	-
<i>Other Programs</i>					
9	Assist Inc	(200,000)	(248,044)	-	-
10	Economic Development	(12,663)	(80,000)	-	-
11	Housing Rehabilitation	(51,119)	(150,000)	-	-
12	Downpayment Assistance	(2,067)	-	-	-
13	Neighborhood Improvements	(442,983)	(244,127)	-	-
		(855,031)	(885,431)	(7,360)	(6,925)
14	Net change	(4,967)	-	(7,360)	(6,925)
15	Beginning reserve balance	\$ 483,336	\$ 478,369	\$ 478,369	\$ 471,009
	Net change	(4,967)	-	(7,360)	(6,925)
16	Ending reserve balance	\$ 478,369	\$ 478,369	\$ 471,009	\$ 464,084

ADDITIONAL DETAILS

The following provides detail related to the budget category and the percent change from the prior year's budget.

Administration	CDBG management and coordination			
Housing Rehabilitation	Revolving loan program serving qualified residents			
Neighborhood Improvements	Improvements in low- to moderate- income neighborhoods			



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, April 28, 2026, 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:

- Resolution No. 26-008 Proposed 2026 Annual Action Plan and Budget for the Community Development Block Grant (CDBG)
- Ordinance No. 26-20 Amendments to West Jordan City Code Section 13-5E-3 Permitted and Conditional Uses in the SC-3 Zone

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 April 16, 2026
/s/ Cindy Quick
Council Office Clerk



REQUEST FOR COUNCIL ACTION

Action: Need Council to Take Action

Meeting Date Requested : 04/28/2026

Presenter: Larry Gardner, City Planner

Deadline of item :

Applicant: West Jordan City

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. 26-20 Amending West Jordan City Code Section 13-5E-3, Permitted and Conditional Uses for SC-3 Zones

2. EXECUTIVE SUMMARY

The Council is being asked to consider amendments to City Code Section 13-5E-3 Permitted and Conditional Uses in the SC-3 Zone to change certain uses from conditional to permitted. The SC-3 zone is the City's most intensive commercial zone, where a wide range of commercial uses are expected. Staff has identified that several current conditional uses may not create significant impacts in this setting and that any site-specific issues can be addressed through site plan review or business licensing.

The proposed changes would reclassify uses such as daycare centers, hotels, vehicle sales and service, recreation and entertainment, fast food restaurants, and K-12 schools as permitted uses.

If approved, the amendments would streamline the approval process while maintaining oversight through existing review procedures.

3. TIME SENSITIVITY / URGENCY

Not urgent.

4. FISCAL NOTE

No identified negative fiscal impact.

5. PLANNING COMMISSION RECOMMENDATION

Based on the information and findings set forth in the staff report and upon the evidence and explanation received today, Commissioner Acker moved to make a motion to forward a positive recommendation to the city council for this application. Commissioner Gonzalez seconded the recommendation and the motion passed 7-0 in favor.

6. STAFF ANALYSIS

The SC-3 zone is West Jordan's most intense commercial zone. It is entirely commercial in nature and does not have any residential uses. Its uses vary from retail, office, restaurants, movie theatres and other entertainment opportunities. As in other zones in the city, uses are either permitted or conditional. If the use is permitted it is allowed by right and in many cases all that is required is a business license. A conditional use is a permitted use that has conditions applied to the approval.

Conditions are imposed to mitigate any detrimental effects that the use may create such as hours of operation, noise, odors etc. It has come into question by the city council that some of the conditional uses in the SC-3 zone should be permitted uses and the uses really don't create any detrimental effects in such an intense commercial zone.

A list of uses that will go from conditional to permitted uses are:

- Daycare, General. Daycare general is a center that cares for 12 or more children. The use does not really create detrimental effects in a commercial area, and any site issues can be addressed at site plan approval or when issuing the business license.
- Hotel or Motel. Impacts are best addressed at site plan or when the business license is approved. If a hotel is detrimental in an intense commercial area, it should not be permitted at all.
- Motor Vehicle sales and service. Impacts are best addressed at site plan or when the business license is approved.
- Recreation and entertainment, indoor. Impacts that are contained indoors do not affect the neighborhood. Other impacts are best addressed at site plan or business license approval.
- Recreation and entertainment, outdoor. Impacts are best addressed at site plan or when the business license is approved.
- Restaurant, fast food (general) Impacts are best addressed at site plan or when the business license is approved.
- Restaurant, fast food (limited) Impacts are best addressed at site plan or when the business license is approved.
- School, K – 12. Recent state law makes all schools permitted uses.

7. MAYOR RECOMMENDATION

8. COUNCIL STAFF ANALYSIS

Timeline & Background Information

Provide links to previous meetings of the same topic, including summaries and specific outcomes.

What You Need to Know – A Plain Language Summary

This ordinance would simplify approvals in the SC-3 zone by changing several uses—such as daycare centers, hotels, vehicle sales, recreation/entertainment, fast food, and K–12 schools—from conditional to permitted (allowed by right).

The intent is to reflect that these uses are generally compatible within a high-intensity commercial area, with potential impacts (e.g., traffic, noise, site design) addressed through site plan review and business licensing rather than a separate conditional use process. Recent Utah State law also requires K–12 schools to be permitted.

Infrastructure & Utility Considerations

- **Water & Utilities:** Existing utility systems are already planned to support a wide range of commercial uses in SC-3 zones. Shifting uses from conditional to permitted is not expected to significantly increase demand beyond what is already anticipated.
- **Transportation:** Some of the listed uses (e.g., fast food or entertainment) may generate higher traffic volumes; however, these uses are already allowed under current zoning and would continue to be reviewed at the site level for access, circulation, and safety.

- **General Impact:** Infrastructure capacity and service levels would continue to be evaluated through the development review process rather than through the conditional use process.

Because this amendment focuses on process rather than intensity, it does not introduce new infrastructure demands beyond what the zone already anticipates.

Potential Questions & Discussion Points

- Are there specific uses within this list that may still benefit from conditional review due to unique impacts?
- Do existing site plan review and business licensing processes provide sufficient tools to address potential issues such as traffic, noise, or hours of operation?
- How might this change affect neighboring properties or overall commercial area functionality?
- Would this amendment create consistency with how other high-intensity commercial zones are regulated in comparable cities?
- Should additional development standards be considered to replace any oversight previously handled through conditional use permits?

Applicable Guiding Principles from the General Plan

Land Use

- Land use designs must promote quality of life, safety, and good urban design.
- Land use decisions should be guided by the General Plan and support compatible development patterns.

Economic Development

- Attract, recruit, and retain quality businesses that enhance quality of life.
- Provide well-designed and functional commercial environments.

Transportation

- Provide a safe and efficient multi-modal transportation system

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.

1 **THE CITY OF WEST JORDAN, UTAH**
2 **ORDINANCE NO. 26-20**

3 **AN ORDINANCE AMENDING THE 2009 WEST JORDAN CITY CODE;**
4 **AMENDING SECTION 13-5E-3**
5 **(PERMITTED AND CONDITIONAL USES IN THE SC-3 COMMERCIAL ZONE)**
6

7 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 13-5E-3 (regulating Permitted and Conditional Uses in the SC-3 Commercial Zone), to be referred to as “**proposed City Code amendments**”; and

11 WHEREAS, the Planning Commission of the City (“**Planning Commission**”) held a public hearing and provided a recommendation on March 17, 2026, regarding the proposed City Code amendments; and determined the following, pursuant to City Code Section 13-7D-6B:

14 1. The proposed City Code amendments conform to the General Plan and are consistent with the adopted goals, objectives and policies described therein;

16 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;

18 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

20 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

23 WHEREAS, the City Council held a public hearing on April 28, 2026, 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.

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

28 **Section 1. Approval of proposed City Code amendments.** The proposed City Code amendments are approved, as shown in Attachments A (legislative version) and B (clean version) to this Ordinance.

31 **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.

33 **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.

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38 *[Continued on the following pages.]*
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PASSED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THIS
____ DAY OF _____ 2026.

CITY OF WEST JORDAN

By: _____
Bob Bedore
Council Chair

ATTEST:

Cindy M. Quick, MMC
Council Office Clerk

Voting by the City Council

"YES" "NO"

Chair Bob Bedore	☐	☐
Vice Chair Jessica Wignall	☐	☐
Council Member Annette Harris	☐	☐
Council Member Kayleen Whitelock	☐	☐
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

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84 **STATEMENT OF APPROVAL/PASSAGE** (check one)
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86 _____ The Mayor approved and signed Ordinance No. 26-20.
87

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89 _____ The Mayor vetoed Ordinance No. 26-20 on _____ and the
90 City Council timely overrode the veto of the Mayor by a vote of _____ to _____.
91

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93 _____ Ordinance No. 26-20 became effective by operation of law without the
94 Mayor's approval or disapproval.
95

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97 _____
98 Tangee Sloan, MMC, UCC
99 City Recorder
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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 _____ 2026. 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.
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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. 26-20
AN ORDINANCE AMENDING THE 2009 WEST JORDAN CITY CODE;
AMENDING SECTION 13-5E-3
(PERMITTED AND CONDITIONAL USES IN THE SC-3 COMMERCIAL ZONE)

Attachment A – Legislative Version

Attachment B - Clean Version

[See the following pages.]

Attachment A: Legislative Version

13-5E-3: PERMITTED AND CONDITIONAL USES:

Uses allowed in commercial zones are listed in the table below. Those uses identified as "permitted" (P) are allowed by right; provided, that they comply with all other requirements of this article, and all other applicable requirements of this title. Uses identified as "conditional" (C) must be approved by the Planning Commission pursuant to the standards and procedures for conditional uses set forth in chapter 7, article E of this title and title 15 of this Code, and comply with all other applicable requirements of this title. Uses identified as "administrative conditional uses" (AC) shall be approved by the Zoning Administrator pursuant to the standards set forth in chapter 7, article E of this title, except that the public hearing shall be conducted by the Zoning Administrator, and shall comply with title 15 of this Code, and all other applicable requirements of this title. Uses not specifically listed in this section shall not be allowed in commercial zones.

PERMITTED AND CONDITIONAL USES IN COMMERCIAL ZONES

GENERAL NOTE: Any permitted or conditional alcoholic beverage uses allowed in these zones are listed in the use table in section 17-10-4, with any applicable definitions, starting with the words "alcoholic beverage," being listed in section 17-1-6.

Legend P= Permitted Use C= Conditional Use AC = Administrative conditional use					
Use	C- G	C- M	SC- 1	SC- 2	SC- 3
Adult daycare, general	C	C	C	C	C
Adult daycare, limited	C		C		
Agricultural sales and service		P			
Animal husbandry services		C			
Auditorium or stadium		C			P
Automated car wash	P	P	C	P	P
Bail bonds and pawnbrokers	C				
Bank or financial institution	P		P	P	P
Building moved from another site (see section 13-8- 12 of this title)	C	C	C	C	C
Business service	P	P		P	P

29	Car wash	P	P		P	P
30	Check cashing credit services	C			C	
31	Construction sales and service		AC			
32	Cultural service	C				P
33	Daycare, general	AC	C	AC	C	GP
34	Daycare, limited	AC		AC		
35	Farmers' market				P	P
36	Funeral home	C			C	
37	Gasoline and fuel storage and sales	C	C		C	C
38	Gasoline service station	P	P	P	P	P
39	Government service			P	P	P
40	Health and fitness facility	P	P	P	P	P
41	Helipads ¹	C	C	C	C	C
42	Hotel or motel	C			C	GP
43	Large scale public utilities	C	C	C	C	C
44	Laundry and dry cleaning, limited	P		P	P	P
45	Laundry service		C			
46	Manufacturing, general		P			
47	Manufacturing, limited		P			
48	Mass transit railway system	P	P	P	P	P

49	Massage therapy	P	P	P	P	P
50	Media service	P	P	C	P	P
51	Medical service (excluding blood banks)	P		P	P	P
52	Motor vehicle sales and service, new	C	P		C	P
53	Motor vehicle sales and service, used	C	P		C	GP
54	Office	P	P	P	P	P
55	Parking, commercial		P		P	P
56	Personal care service	P	P	P	P	P
57	Personal instruction service	P	P	P	P	P
58	Pet boarding				C	C
59	Pet groomer	P	P	AC	P	P
60	Post Office substation			P	P	P
61	Preschool	AC	C	AC	C	C
62	Printing and copying, limited	P		P	P	P
63	Printing, general	P	P			
64	Protective service	P		P	P	P
65	Public park	P			P	
66	Recreation and entertainment, indoor	C	P	C	C	GP
67	Recreation and entertainment, outdoor		C			GP
68	Repair service, general		P			

69	Repair service, limited	P		P	P	P
70	Research service		P			
71	Restaurant, fast food (general)	AC	AC	AC	AC	AG P
72	Restaurant, fast food (limited)	AC	AC	AC	AC	AG P
73	Restaurant, general	P	P	P	P	P
74	Retail, general	P	P	P	P	P
75	School, K - 12	GP	GP	GP	GP	GP
75	School, vocational	P			P	
77	Secondhand store	C	P		C	
78	Small equipment rental	P	P	P	P	P
79	Tattoo and body engraving service					C
80	Temporary office	P	P	P	P	P
81	Transportation service	C	P			
82	Utility, major	C	C	C	C	C
83	Utility, minor	P	P	P	P	P
84	Vehicle and equipment repair, general		C			
85	Vehicle and equipment repair, limited	P	P		C	AC
86	Veterinary service (small animals only)	C	C	C	C	C
87	1. See code sections 13-19-1 through 13-19-6; a helipad shall not be located within 1,000 feet of the nearest residential building or the site of a public or private school.					

Attachment B: Clean Version

13-5E-3: PERMITTED AND CONDITIONAL USES:

Uses allowed in commercial zones are listed in the table below. Those uses identified as "permitted" (P) are allowed by right; provided, that they comply with all other requirements of this article, and all other applicable requirements of this title. Uses identified as "conditional" (C) must be approved by the Planning Commission pursuant to the standards and procedures for conditional uses set forth in chapter 7, article E of this title and title 15 of this Code, and comply with all other applicable requirements of this title. Uses identified as "administrative conditional uses" (AC) shall be approved by the Zoning Administrator pursuant to the standards set forth in chapter 7, article E of this title, except that the public hearing shall be conducted by the Zoning Administrator, and shall comply with title 15 of this Code, and all other applicable requirements of this title. Uses not specifically listed in this section shall not be allowed in commercial zones.

PERMITTED AND CONDITIONAL USES IN COMMERCIAL ZONES

GENERAL NOTE: Any permitted or conditional alcoholic beverage uses allowed in these zones are listed in the use table in section 17-10-4, with any applicable definitions, starting with the words "alcoholic beverage," being listed in section 17-1-6.

Legend P= Permitted Use C= Conditional Use AC = Administrative conditional use					
Use	C- G	C- M	SC- 1	SC- 2	SC- 3
Adult daycare, general	C	C	C	C	C
Adult daycare, limited	C		C		
Agricultural sales and service		P			
Animal husbandry services		C			
Auditorium or stadium		C			P
Automated car wash	P	P	C	P	P
Bail bonds and pawnbrokers	C				
Bank or financial institution	P		P	P	P
Building moved from another site (see section 13-8- 12 of this title)	C	C	C	C	C
Business service	P	P		P	P

29	Car wash	P	P		P	P
30	Check cashing credit services	C			C	
31	Construction sales and service		AC			
32	Cultural service	C				P
33	Daycare, general	AC	C	AC	C	P
34	Daycare, limited	AC		AC		
35	Farmers' market				P	P
36	Funeral home	C			C	
37	Gasoline and fuel storage and sales	C	C		C	C
38	Gasoline service station	P	P	P	P	P
39	Government service			P	P	P
40	Health and fitness facility	P	P	P	P	P
41	Helipads ¹	C	C	C	C	C
42	Hotel or motel	C			C	P
43	Large scale public utilities	C	C	C	C	C
44	Laundry and dry cleaning, limited	P		P	P	P
45	Laundry service		C			
46	Manufacturing, general		P			
47	Manufacturing, limited		P			
48	Mass transit railway system	P	P	P	P	P

49	Massage therapy	P	P	P	P	P
50	Media service	P	P	C	P	P
51	Medical service (excluding blood banks)	P		P	P	P
52	Motor vehicle sales and service, new	C	P		C	P
53	Motor vehicle sales and service, used	C	P		C	P
54	Office	P	P	P	P	P
55	Parking, commercial		P		P	P
56	Personal care service	P	P	P	P	P
57	Personal instruction service	P	P	P	P	P
58	Pet boarding				C	C
59	Pet groomer	P	P	AC	P	P
60	Post Office substation			P	P	P
61	Preschool	AC	C	AC	C	C
62	Printing and copying, limited	P		P	P	P
63	Printing, general	P	P			
64	Protective service	P		P	P	P
65	Public park	P			P	
66	Recreation and entertainment, indoor	C	P	C	C	P
67	Recreation and entertainment, outdoor		C			P
68	Repair service, general		P			

69	Repair service, limited	P		P	P	P
70	Research service		P			
71	Restaurant, fast food (general)	AC	AC	AC	AC	P
72	Restaurant, fast food (limited)	AC	AC	AC	AC	P
73	Restaurant, general	P	P	P	P	P
74	Retail, general	P	P	P	P	P
75	School, K - 12	P	P	P	P	P
75	School, vocational	P			P	
77	Secondhand store	C	P		C	
78	Small equipment rental	P	P	P	P	P
79	Tattoo and body engraving service					C
80	Temporary office	P	P	P	P	P
81	Transportation service	C	P			
82	Utility, major	C	C	C	C	C
83	Utility, minor	P	P	P	P	P
84	Vehicle and equipment repair, general		C			
85	Vehicle and equipment repair, limited	P	P		C	AC
86	Veterinary service (small animals only)	C	C	C	C	C
87	1. See code sections 13-19-1 through 13-19-6; a helipad shall not be located within 1,000 feet of the nearest residential building or the site of a public or private school.					



**Minutes of the City of West Jordan
Planning Commission
Tuesday, March 17, 2026 – 6:00 PM**
8000 S Redwood Road, 3rd Floor
West Jordan, UT 84088

Call to Order

Commissioner's Present: Jay Thomas, Cheryl Acker, Tom Hollingsworth, Ammon Allen, Emily Gonzalez, and Jimmy Anderson, John Roberts

Staff Present: Larry Gardner, Megan Jensen, Scott Langford, Alan Anderson, Duncan Murray, Alexandra Clegg, Kerry Talbot, Mark Forsythe, Mike Jensen

The regular meeting was called to order at 6:00 p.m. with a quorum present.

1. Pledge of Allegiance

Tom Hollingsworth led participants in the Pledge of Allegiance.

2. Consent Calendar

Approve Minutes from March 03, 2026

Motion: Commissioner Gonzalez moved to approve minutes from March 3, 2026. The motion was seconded by Commissioner Roberts and passed 7-0 in favor.

3. Public Hearings (with final action by the Planning Commission)

Jones Ranch Drive; approximately 6700 West 8800 South; Preliminary Major Subdivision (road plat); P-C Zone; Ivory Development/Ross Dinsdale (applicant) [Mark Forsythe/Todd Johnson/Dave Murphy/Mike Jensen #34791; parcels 26-03-201-011, 008; 26-03-251-010, 003] Applicant had no comments. Staff presented the street design for Jones Ranch Drive, a new collector road extending 6700 West and connecting 8600 South to 9000 South. The road will include an 8foot multiuse trail on the west side, landscaped park strips, buffered bike lanes, and standard sidewalk improvements on the east side. Staff reviewed fencing needs at the Barney's Creek crossing, noting that although the creek will be piped, slopes and the pedestrian tunnel still warrant fencing. The applicant proposed a 3'6" metal split-rail fence, and the Commission must determine acceptable materials and height. Several improvements, streetscape walls, park-strip landscaping, and irrigation—will be deferred to future subdivision phases. Foundational elements for the future Barney's Creek Trail will be installed, though the trail itself will not be constructed at this stage.

Public Hearing opened: No comments or questions, public hearing closed.

Commissioners expressed support for the proposed fencing and agreed the area does not function as an open waterway.

Motion: Commissioner Gonzalez moved to approve the preliminary major subdivision for Jones Ranch Drive, located at 6700 West 8800 South in a P-C zone with the conditions of approval listed in the Staff Report.

Commissioners seconded the motion and passed 7-0 in favor.

Bowles Packaging; 5455 West Leo Park Road; Conditional Use Permit for Outdoor Storage; M-1 Zone/Drinking Water Source Overlay Zone; Bowles Packaging/Sherry Osborne (applicant) [Megan Jensen #34422; parcel 26-01-352-003]

The applicant, Michael Bowles of Bowles Packaging, explained the request to use the side lot for rental storage space for a neighboring construction company. All motorized equipment will be stored on new asphalt, with drainage directed toward Leo Park Road and Bagley Park Road where City drainage facilities are located. Nonmotorized storage areas will use reclaimed asphalt and gravel. Staff confirmed the site plan meets City requirements. All motorized vehicle storage will be located on asphalt; trailers and nonmotorized items may be stored on reclaimed asphalt. Existing and proposed fencing complies with City Code, except for a rear chain-link section which must receive privacy slats as a condition of approval. The applicant submitted a drainage plan, which Utilities staff have reviewed and accepted pending final calculations. Staff presented two conditions of approval and offered to answer questions.

Public Hearing opened: No comments or questions, public hearing closed.

Motion: Commissioner Gonzalez moved to approve the Conditional Use Permit for outdoor storage and operations at 5455 West Leo Park Road, located in the M-1 Zone and Drinking Water Source Protection Overlay Zone, subject to the conditions listed in the staff report (Conditions 1–2).

Commissioner Roberts seconded the motion and passed 7-0 in favor.

Commission members expressed appreciation to staff member Megan for her service and professionalism. She thanked the Commission and shared positive remarks about her experience.

4. Public Hearings (with Recommendation to City Council for Final Action)

Recommendation to the City Council to Amend City Code Section 13-5E-3 Permitted and Conditional Uses amending uses in the SC-3 zone; city-wide applicability; City of West Jordan (applicant) [Larry Gardner]. Staff presented a proposed text amendment to City Code. The SC3 Zone currently includes Jordan Landing and a potential future development area near 5600 West. The amendment would reclassify several existing conditional uses as permitted uses within the SC3 zone. These uses include daycare facilities, motor vehicle sales and service, indoor and outdoor recreation, hotels and motels, restaurants Staff explained that potential impacts associated with these uses are more effectively addressed during site plan or subdivision review rather than through the conditional use process. The changes would apply citywide to all SC3 zoned properties.

Public Hearing opened: No comments or questions, public hearing closed.

Motion: Based on the information and findings set forth in the staff report and upon the evidence and explanation received today, Commissioner Acker moved to make a motion to forward a positive recommendation to the city council for this application. Commissioner Gonzalez seconded the recommendation and the motion passed 7-0 in favor.

Text Amendment - Accessory Dwelling Units; Recommendation to the City Council to amend the City Code Section 13-5B-8 Accessory Dwelling Units, making changes to clean up the ordinance text as well as making a text amendment that allows for the installation of separate utility meters for external ADU's; [City-wide applicability; City of West Jordan applicant, Patrick Boice] Staff presented a proposed text amendment addressing Accessory Dwelling Units (ADUs) in the City of West Jordan. The amendment includes general cleanup of ordinance language and stylistic updates consistent with other sections of City Code. Updates to statutory references to align with current state law. A new provision allowing installation of separate utility meters for external ADUs when compliant with building and plumbing codes and when appropriate for safety and accessibility. Clarification that state law does not allow a second meter for internal ADUs. Staff noted there were no substantial changes beyond these clarifications. Public Hearing: The item was properly noticed as a public hearing. Public Hearing opened: No comments or questions, public hearing closed.

Motion: Commissioner Gonzalez moved that, based on the information and criteria in the staff report and the evidence presented, the Planning Commission forward a positive recommendation to the City Council for the proposed amendment to Section 13-5B-8. Commissioner Roberts seconded the motion and passed 7-0 in favor.

5. Adjourn

Motion: Commissioner Gonzalez moved to adjourn the meeting at 6:22 p.m. There were no objections. The meeting was adjourned.

I hereby certify that the foregoing minutes represent an accurate summary of what occurred at the meeting held on March 17, 2026. This document constitutes the official minutes for the West Jordan Planning Commission meeting.

Kerryn Talbot
Administrative Assistant, Community Development

Approved this 7th day of April, 2026



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, April 28, 2026, 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:

- Resolution No. 26-008 Proposed 2026 Annual Action Plan and Budget for the Community Development Block Grant (CDBG)
- Ordinance No. 26-20 Amendments to West Jordan City Code Section 13-5E-3 Permitted and Conditional Uses in the SC-3 Zone

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 April 16, 2026
/s/ Cindy Quick
Council Office Clerk



REQUEST FOR COUNCIL ACTION

Action: Need Council to take action

Meeting Date Requested : 04/28/2026

Presenter: Brandon Garner

Deadline of item :

Applicant:

Department Sponsor: Administration

Agenda Type: CONSENT ITEMS

Presentation Time:

(Council may elect to provide more or less time)

1. AGENDA SUBJECT

Resolution No. 26-014 Requesting a Fee Waiver in the Amount of \$450 for the Annual Neighborhood Cleanup and BBQ (6600 S - 7000 S, Beargrass Road to 4700 West)

2. EXECUTIVE SUMMARY

The City Council is being asked to consider a fee waiver request in the amount of \$450 for six (6) dumpster rentals for an annual neighborhood cleanup event scheduled for May 25-30, 2026 with pickup on May 30. The event will serve the area between 6600 South Beargrass Road and 7000 South to 4700 West.

This week-long cleanup has been held annually since 2006 and provides residents with access to dumpsters for disposal of yard waste and debris. Volunteers also assist neighbors with yard work and minor home maintenance / handy-man types of service at no cost and concludes with a community BBQ.

If approved, the fee waiver would support continuation of this long-standing community service event and its associated neighborhood cleanup efforts.

3. TIME SENSITIVITY / URGENCY

The event is planned for May 25-30, 2026.

4. FISCAL NOTE

The total fee waiver amount is \$450, covering six dumpster rentals at the council adopted subsidized rate of \$75 per unit. Operational costs total \$2,116.20 which includes the estimated hauling fees of \$886.20 (\$147.70 per dumpster) and tipping fees of \$780 (\$26/ton each dumpster holds 5 tons).

5. STAFF ANALYSIS

The Park 1st Ward is requesting six dumpsters with an estimated 50 to 100 volunteers helping to clean up the neighborhood, parks, and storm drains. They have been doing this event for many years, and it's been extremely successful with the community. It promotes the goal of neighborhood engagement and community beatification.

6. MAYOR RECOMMENDATION

N/A Fee waivers are under the purview of the City Council.

7. COUNCIL STAFF ANALYSIS

Additional Information & Analysis

The City Council is being asked to consider a \$450 fee waiver for dumpster rentals supporting a neighborhood cleanup organized by the community of Park 1st Ward. Council frequently receives community requests for fee waivers. Standardized rates for facility usage and dumpster rentals are established within the Consolidated Fee Schedule, typically reviewed and ratified during the annual budget process.

In a work session held on May 28, 2020, the Council decided to eliminate the “free” dumpster tier to better manage municipal resources. The following structure was implemented to balance community support with fiscal responsibility:

- Initial Use: set at a subsidized rate of \$50 (later adjusted to \$75 to account for inflationary pressures), with the remaining balance covered by the general fund.
- Subsequent Uses: billed at the cost recovery amount.

Applicable Guiding Principles from the General Plan

LAND USE

- Promote quality of life and safe, well-maintained neighborhoods.

ENVIRONMENT

- Encourage practices that improve and maintain the environment.

PARKS, RECREATION, AND OPEN SPACE

- Support clean and well-maintained community spaces

State law (10-8-2) limits collective fee waivers to 1% of a city's annual tentative budget.

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. 26-014

**A RESOLUTION AUTHORIZING A FEE WAIVER FOR THE
ANNUAL NEIGHBORHOOD CLEANUP EVENT**

WHEREAS, Utah State Code 10-8-2 authorizes the City, after holding a public hearing, to waive fees subject to an annual limit of 1% of the annual budget; and

WHEREAS, a request has been submitted for a fee waiver in support of an annual neighborhood cleanup event scheduled for May 25-30, 2026, serving the area between 6600 South Beargrass Road and 7000 South to 4700 West; and

WHEREAS, this event has been held annually since 2006 and provides residents with dumpsters for disposal of yard waste and debris, volunteer assistance for yard work and minor home maintenance, and concludes with a community BBQ; and

WHEREAS, the request is for a waiver of \$450 in fees for six dumpster rentals; and

WHEREAS, West Jordan City Code 2-6-1 permits the city to provide both monetary and non-monetary assistance to individuals and entities for the safety, health, prosperity, moral well-being, peace, order, comfort, and convenience of city residents; and

WHEREAS, the City Council held a public hearing on April 28, 2026, to hear any public comments regarding the waiver of fees.

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

Section 1. The City Council finds that the granting of a fee waiver advances the goals, objectives, and purposes of the City and will strengthen the community and provide for the health and welfare of the City's residents.

Section 2. The City Council finds that the granting of a fee waiver in the amount of \$450 does not exceed the annual 1% limitation of the City's budget.

Section 3. The City Council approves waiving the fees of \$450 for six dumpsters for Neighborhood Cleanup Event to be held on May 25-30, 2026.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THIS 28TH DAY OF APRIL 2026.

CITY OF WEST JORDAN

By: _____
Bob Bedore
Council Chair

ATTEST:

Cindy M. Quick, MMC
Council Office Clerk

(Continued on the following page)

Voting by the City Council**"YES"****"NO"**

Council Chair Bob Bedore

☐☐

Council Vice Chair Jesscia Wignall

☐☐

Council Member Annette Harris

☐☐

Council Member Zach Jacob

☐☐

Council Member Chad Lamb

☐☐

Council Member Kent Shelton

☐☐

Council Member Kayleen Whitelock

☐☐



Application for Fee Waiver

Please refer to West Jordan City Code Title 2, Chapter Six for requirements relating to fee waivers, a copy of this code has been included at the end of this application for your convenience. A member of Council Office Staff will contact you regarding when a public hearing will be scheduled for the Council body to consider your fee waiver. You are expected to attend this meeting. You may be contacted by a member of the Council Office to provide financial reports or accounting records after your initial application.

Entity: LDS Park 1st Ward (This includes all residences withing Ward boundary)

City: WEST JORDAN

State: UT

Zip Code: 84081

If applicable, Non-Profit Entity Number: [REDACTED]

Not applicable:

Main Contact Name: BRANDON GARNER

Title: Bishopric 1st Counselor

Email Address: [REDACTED]

Phone: [REDACTED]

Name of Event: Annual Neighborhood Cleanup & BBQ - Sponsored by the LDS Park 1st Ward

Event Location: Neighborhood area between 6600 S. BEARGRASS RD and 7000 S. 4700 W.

Event Dates: 5/25/26 to 5/30/26

Estimated Attendance: 50-100

Please provide a brief summary of your event:

How long have you held it, how many people it helps, how it benefits the city, why are you requesting a fee waiver instead of service in lieu of fees, etc.

We've held this week-long neighborhood cleanup and BBQ every May since 2006, and it's helped hundreds of families over the years. The benefit to the city is we are actively taking stewardship in helping beautify our neighborhood, and the residences therein, as well as provide individuals and families with "spring cleaning" and handy-man types of services at no cost, as well as a community BBQ on the Saturday of that week.

Additionally, and more importantly, we are unifying our neighborhood community through collective efforts of those of us living within this area, and serving those around us. Serving together creates comradery, fosters friendships, and unifies the individuals and families into a neighborhood community by creating collective sense of purpose through the accomplishment of hard work and it helps teach the upcoming generation to have a sense of pride and stewardship in the places they live, and will live in the future. I can't see many better ways of helping people and benefiting our city, than by neighbors helping and serving neighbors. Selfless acts of service help shape attitudes of service and selflessness, and I think we can ALL agree this would could use a little less selfishness and a lot more selflessness!

Regarding the fee waiver request, we typically get 12-16 containers each year for this event and the monies (typically in \$1000 ballpark) initially are provided by the individuals in the neighborhood who volunteer to rent/coordinate a dumpster from their WJ City login to be delivered to their home, then we ask that those individuals submit receipts to the Church for reimbursement from the ward's budget, this way the burden of cost does not fall on individuals or families of the neighborhood. With this said, any costs that can be recovered through subsidy from the City of West Jordan, can be allocated in the future to other wholesome projects and activities to build up and edify individuals and families living our neighborhood community.

Please provide background information:

Tell us about your organization, and any other relevant history. Also include any services you may wish to provide in lieu of paying the fee. You may attach an additional sheet if necessary. The consolidated fee schedule for the City can be found [here](#).

Our organization, relative to this neighborhood cleanup activity, is comprised of members & non-members alike that live within the Park 1st Ward boundary (and really anyone who wants to help serve) and is managed by volunteers from our ward's Elders Quorum and Relief Society presidencies so there are direct points of contact to coordinate resources and manage projects in an organized fashion. We started this event 20 years years ago as a way to provide Christlike service with the goal in mind of encouraging neighbors to serve neighbors by doing things like cleaning out garages so there will be less parked cars crowding our streets and sidewalks!! Each year, about 2 weeks prior to the cleanup, we have the Young Women and Young Men organizations from our ward distribute flyers about to each residence within the ward boundary that announces the date/time of the cleanup as well extending invitations to both help with projects that need to be done, as well as invite people to come and help with those projects.

As far as the services that we may provide in lieu of paying the fee, these can vary widely depending on what type of project requests we get from the neighborhood. However, in the past (and certainly we'll do a lot of the same things this year), we've provided services to clean up yards, trim & fell trees, remove unsightly garbage/refuse/old furniture/junk in general, fix roofs, install windows, frame rooms, clean homes, mow lawns, pull weeds, plant/till gardens, fix cars, build sheds, tear down sheds, landscaping, install/fix underground sprinkler systems, build and mend fences, move people into/out of homes, install, fix, and remove toilets/sinks/appliances, pour concrete, break out concrete, build decks, remove decks, and basically any other type of home project one can think of!

We do it all, with the exception of projects that are inherently dangerous or would most certainly cause physical damage to people and/or property when not being done by, or under the direct supervision, of a licensed professional who has the required skills/knowledge/tools needed to do the job safely and correctly (i.e. things like major electrical work, water mains work, etc).

Please provide a breakdown, in detail, of the services, nonmonetary assistance, and fee breakdown that you are requesting.

We're requesting, and would be grateful for fee waiver assistance for dumpster rentals, in any amount that the city is willing to extend, from the minimum of \$75.00 (1 rental), up to and including the maximum of \$450.00 (6 rentals).

Any other information you would like to provide (optional):

We'll also be using this as a local civic learning/teaching opportunity for some of the youth in our neighborhood that we'll be bringing with to the public hearing where the Council body will review our request.

Upon signature of this application, an individual, and/or the entity they represent, agrees to the requirements listed in West Jordan City Code 2-6-3. The applicant also agrees that this application and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this application, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Signature: 

Name: BRANDON GARNER

Date: 3/10/26

For City Use:

Date Application Received:

Scheduled Public Hearing Date:

WEST JORDAN CITY CODE TITLE 2, CHAPTER 6

SECTION:

2-6-1: Relationship to City

2-6-2: Applications

2-6-3: Requirements

2-6-1 : RELATIONSHIP TO CITY:

The city may provide monetary and non-monetary assistance to individuals and entities for the safety, health, prosperity, moral well-being, peace, order, comfort, and convenience of city residents. The city will not become employees, representatives, or agents of any city-supported individual or entity solely by virtue of the city providing assistance. (Ord. 10-08, 2-24-2010; Ord. 20-38, 9-30-2020; Ord 23-02, 02-22-2023)

2-6-2 : APPLICATIONS:

Individuals and entities may request monetary and non-monetary city assistance by completing an application obtained from the council office director located at the City Hall. Any questions regarding the application process or requirements to receive assistance should be directed toward the council office director. (Ord. 10-08, 2-24-2010; amd. Ord. 19-53, 12-11-2019, Effective at 12 noon on January 6, 2020; Ord. 20-38, 9-30-2020; Ord. 20-23, 02-22-2023)

2-6-3 : REQUIREMENTS:

All individuals and entities receiving city support shall agree to the following requirements:

- A. The requesting individual or entity shall permit the city or an auditor hired by the city to inspect the individual or entity's system of accounts and other accounting systems and protocols to ensure accuracy and proper safeguarding of public funds.
- B. The requesting individual or entity shall provide financial reports in a form and frequency acceptable by the city council.
- C. The requesting individual or entity shall explain how the requested assistance will further advance city goals or plans, and shall track the actual advancement of city goals or plans through the use of the requested city assistance. Any city assistance shall be used only for the purposes stated in the application and the authorizing resolution.
- D. The requesting individual or entity shall have the training and experience needed to effectively and efficiently manage the proposed activities. (Ord. 10-08, 2-24-2010; amd. Ord. 19-53, 12-11-2019, Effective at 12 noon on January 6, 2020; Ord. 20-38, 9-30-2020; Ord. 23-02, 02-22-2023)



Office of the City Council

8000 South Redwood Road
West Jordan, Utah 84088
(801) 569-5017

CITY OF WEST JORDAN NOTICE OF PUBLIC HEARING

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

- Resolution No. 26-014 Requesting a Fee Waiver of \$450.00 for six (6) dumpsters for the annual neighborhood cleanup and BBQ for the neighborhood area between (6600 South – 7000 South, Beargrass Road to 4700 West)

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.

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*Posted April 20, 2026
/s/ Alexandra Clegg
Deputy City Recorder*



REQUEST FOR COUNCIL ACTION

Action: Need Council to Take Action

Meeting Date Requested : 04/28/2026

Presenter: Alan Anderson, Council Office Director

Deadline of item :

Applicant:

Department Sponsor: Council Office

Agenda Type: BUSINESS ITEMS

Presentation Time: 20 Minutes

(Council may elect to provide more or less time)

1. AGENDA SUBJECT

Joint Resolution No. J26-001 With the City Council and Mayor of West Jordan Declaring a Stage 2 Severe Drought Condition

2. EXECUTIVE SUMMARY

The Council is being asked to consider initiating a drought stage in West Jordan. On April 8, the Jordan Valley Water Conservation District Board approved a Level 2 drought condition to conserve reservoir water for next year. This action meets the threshold for the Mayor or City Council to initiate a corresponding drought stage in West Jordan, in accordance with the adopted Drought Management Plan.

3. TIME SENSITIVITY / URGENCY

The Jordan Valley Water Conservancy District adopted a Level 2 Water Availability Stage in April. According to the West Jordan Drought Management Plan (DMP), that triggers a Stage 2 Drought stage for the City of West Jordan. This action is in line with the City's adopted Drought Management Plan.

4. FISCAL NOTE

There is no direct fiscal note by adopting the joint resolution. There is a potential for a fiscal impact on water purchases if the city exceeds 110% of contracted amount of water if the goals for a 10% reduction in water consumption are not achieved.

5. STAFF ANALYSIS

The West Jordan Drought Management Plan provides for four stages of increasing severity, activated as conditions warrant. Each stage is triggered based on available water from City sources and Jordan Valley Water Conservancy District. Since JVWCD has voted for a Stage 2 (Severe) drought condition, the following measures apply.

Stage 2 Overview

Stage 2 introduces increased limitations on water use and includes a combination of voluntary and mandatory actions. Most demand reduction responses are voluntary for residential, commercial, and industrial users, while certain requirements are mandatory for parks, golf courses, and other government facilities.

Trigger

Jordan Valley Water Conservancy District has declared a severe (Level 2) water shortage condition in the Salt Lake Valley.

Response

Residential, Industrial, and Commercial Customers (Voluntary)

1. Encouraged Residential lawn watering between 8 pm and 10 am limited to published JVVCD schedule.
2. New landscape installations encouraged in spring or fall
3. Personal Vehicle Washing Encouraged with no restrictions (residential only): the use of positive pressure nozzles and handheld buckets recommended.

Municipal Parks, Schools, Golf Courses, and Other Public Facilities (Mandatory)

1. Reduce lawn watering by 10 percent.
2. No lawn watering between 10 am and 8 pm.
3. New landscape installations encouraged in spring or fall.
4. No hard surface washing (recommended).
5. Limit fleet vehicle washing to once per week with the use of positive pressure nozzles and handheld buckets recommended.

Target

Achieve a ten percent reduction in total daily water use or Average Annual Demand.

Objectives

- Reduce water consumption through clearly defined restrictions.
- Maintain adequate water supply to protect public health and safety.
- Minimize the disruption to residents and businesses while meeting target consumption goals.
- Maintain high water quality standards throughout the shortage.
- Promote equity amongst water customers by establishing clear restrictions that affect all customers.

6. MAYOR RECOMMENDATION

The mayor supports adoption of the Joint Resolution

7. COUNCIL STAFF ANALYSIS

Timeline & Background Information

The City Council adopted Ordinance 22-23 which codified [City Code 9-6 Drought Management](#) and the following month passed Resolution 22-014 on June 8, 2022, adopting the West Jordan Drought Management Plan. (see Attachment A)

Additional Information & Analysis

There is an element in State Code that supports a joint resolution when there is a "scarcity of water" and is found in [Utah Code 10-7-12](#)

Water Availability Level 2 means our water supply is under strain and conservation is needed.

JVWCD and the City of West Jordan are asking the community to reduce water use by 10%, with a focus on outdoor watering, which accounts for about 60% of drinking water use. This is a community-wide ask, including residents, businesses, and government agencies. This guidance reflects early implementation of Level 2 response actions to reduce demand and protect remaining water supplies.

There are tools that are beneficial for the community to achieve these goals:

- <https://conservewater.utah.gov/weekly-lawn-watering-guide/>
- <https://home-water-works.org/calculator>
- West Jordan Landscape Efficiency Regulations: [Title 13, Chapter 13 Section 5](#)
- <https://www.westjordan.utah.gov/save-water-in-west-jordan/>
- <https://utahwatersavers.com/>

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. Refer the item back to a Committee of the Whole Meeting, Council Subcommittee, or an Ad Hoc Committee;

Based on the adopted city code and the Drought Management Plan, the council office recommends adopting the Joint Resolution issuing a Level 2 Drought Management Plan.

9. ATTACHMENTS

Joint Resolution No. J26-001

Resolution No. 22-014 Drought Management Plan

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. J26-01

A JOINT RESOLUTION ENACTING STAGE 2 OF THE DROUGHT MANAGEMENT PLAN

WHEREAS, the City Council adopted an updated drought management plan through Resolution 22-014 on June 8, 2022; and

WHEREAS, the Drought Management Plan (hereinafter the "Plan") was created to ensure customers within the City's service area will be supplied with sufficient water to meet their needs; and

WHEREAS, the Plan sets forth four different drought stages to address the different needs of the City and its residents; and

WHEREAS, the Wasatch Mountains experienced low snowpack this past winter, runoff is well below average, drought conditions are expected in the Salt Lake Valley, and Jordan Valley Water Conservancy District has declared a Level 2 water shortage condition in the Salt Lake Valley; and

WHEREAS, the City Council and the Mayor of the City of West Jordan believe it is in the best interests of the City to initiate Stage 2 of the Plan;

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

1. Stage 2 of the Drought Management Plan is hereby enacted.
2. Water usage and education shall follow the Response Summary Sheet as outlined in the Plan.
3. Stage 2 of the Plan will remain in effect until terminated by the City Council or the Mayor.
4. This Resolution shall take effect immediately.

CITY OF WEST JORDAN

Dirk Burton
Mayor

By: _____
Bob Bedore
Council Chair

ATTEST:

Cindy M. Quick, MMC
Council Office Clerk

Voting by the City Council

Council Chair Bob Bedore
Council Vice Chair Jessica Wignall
Council Member Zach Jacob
Council Member Anette Harris
Council Member Kayleen Whitelock
Council Member Kent Shelton
Council Member Chad Lamb

"YES"

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THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 22-014

**A RESOLUTION ADOPTING THE CITY OF WEST JORDAN 2022 UPDATED
DROUGHT MANAGEMENT PLAN**

WHEREAS, the City Council of the City of West Jordan adopted Ordinance No. 03-56 on September 30, 2003, and pursuant to Utah Code § 10-3-606 municipalities are required to adopt rules of procedure; and

WHEREAS, that ordinance authorizes the adoption of the drought management plan by Resolution; and

WHEREAS, the City Council hereby finds this action to be in the best interest of the City.

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

Section 1. The City of West Jordan Drought Management plan is hereby adopted and attached to this resolution as Exhibit A;

Section 2. This Resolution shall take effect upon passage and posting as required by law.

ADOPTED by the City Council of the City of West Jordan, Utah, this 8th day of June 2022.

CITY OF WEST JORDAN

By: Kayleen Whitelock
Kayleen Whitelock (Jun 13, 2022 14:33 MDT)

Kayleen Whitelock
Council Chair

ATTEST:

Cindy M. Quick 

Cindy M. Quick, MMC
Council Office Clerk

Voting by the City Council

Council Chair Kayleen Whitelock
Council Vice Chair Kelvin Green
Council Member Pamela Bloom
Council Member Zach Jacob
Council Member Chris McConnehey
Council Member David Pack
Council Member Melissa Worthen

"YES"

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"NO"

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DROUGHT MANAGEMENT PLAN

CITY OF WEST JORDAN

Last Modified May 2022

SECTION 1: DECLARATION OF POLICY, PURPOSE, AND INTENT:

City of West Jordan has developed a Drought Management Plan to ensure customers within the city's service area will be supplied with sufficient water to meet their health and safety needs in the event of a drought or other emergency events.

The Drought Management Plan complements the Water Conservation Plan to achieve overall efficient and prudent use of the City's water resources. The Conservation Plan promotes long-term water use efficiency, while the Drought Management Plan provides guidance to achieve short-term water savings during water supply shortages brought on by drought or emergency delivery system deficiencies.

SECTION 2: LEGAL AUTHORITY

This Plan is adopted by the City Council in accordance with the West Jordan City Code Title 9, Chapter 6, as amended.

SECTION 3: APPLICATION

The provisions of this Plan shall apply to all customers, as defined in Title 9, Chapter 6, supplied, or entitled to be supplied with water by the City of West Jordan.

SECTION 4: DEFINITIONS

For the purposes of this Plan, the following definitions shall apply:

Acre feet (AF): A quantity of volume of water that covers one acre to a depth of one foot; equal to 43,560 cubic feet or 325,851 gallons.

Average Annual Demand: Three-year average as measured from supply to customer. XX,000 (AF) in 2021.

Average Annual Supply: Three-year average as measured by supplier. 21,000 (AF) in 2021. Includes groundwater, ground water and surface water supplied by Jordan Valley Water Conservancy District, and non-potable surface water supplied through local canal companies.

Best Management Practices (BMPs): Applicable Best Management Practices for a particular industry (see Appendices for examples).

Conservation: Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve efficiency in the use of water, or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Culinary Water: See Municipal and Industrial Water.

Customer: Any person, persons, association, corporation, or governmental agency supplied or entitled to be supplied with water by the City, including any tenant, employee, agent, contractor, or other acting on behalf of a customer, whether with real or apparent authority.

Even number address: Street addresses ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use: The use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including lawns, gardens, golf courses, parks, rights-of-way, medians, and park strips.

Municipal and Industrial Water (M&I): Water treated specifically to meet Safe Drinking Water Standards as defined by the Safe Drinking Water Act. For the purpose of this Plan, M&I water is divided into the following categories: 1) *domestic use* is that water which is used in private residences, apartment houses, etc., for drinking, bathing, cleaning, landscape, sanitary, and other purposes; 2) *commercial and industrial use* is that water used by commercial establishments and industries; 3) *public use* includes water required for use in parks, public golf courses, civic buildings, schools, and churches.

Odd numbered address: Street addresses ending in 1, 3, 5, 7, or 9.

Ordinance: Ordinance adopted by West Jordan City Council, enacting Section 9-6-3 of the West Jordan City Code, authorizing the adoption of the Plan.

Projected Demand: The estimated water demand at any given point in time (stated as a percentage of the average annual demand or as total gallons per day).

Projected Supply: The anticipated supply at any given point in time (stated as a percentage of the average annual supply or as total gallons per day).

Response Plan: Shall mean the Drought Response Summary, an attachment to the Plan which identifies each Drought Stage and the specific calls to action, both voluntary and restricted. This Response Summary is to be updated as the Plan is updated.

SECTION V: INITIATION AND TERMINATION OF DROUGHT STAGES.

Monitoring and Notification of Drought Stage Trigger

The Public Utilities Director will monitor drought conditions in the Salt Lake Valley in coordination and cooperation with Jordan Valley Water Conservancy District. Upon the occurrence of a drought stage trigger, the Public Utilities Director will notify the Mayor and City Council Chair of the occurrence of such trigger warranting the Mayor or City Council to initiate a drought stage or drought stage change or of the presence of conditions warranting the Mayor or City Council to terminate a drought stage.

Initiation of Drought Stage or Drought Stage Change

Subject to the limitations herein, upon meeting or exceeding any one of the trigger conditions, the Mayor may, by proclamation, or City Council, by resolution, initiate a drought stage or a stage change in accordance with this Drought Management Plan. In the event of scarcity of water, the Mayor may limit the use of water for any purpose as may be required for the public good, as determined by the City Council. In no event may the Mayor limit the use of water for domestic purposes (water use inside the home).

Termination of Drought Stage

The City Council, by resolution, or Mayor, by Proclamation, may terminate a drought stage if drought conditions that triggered the initiation of the drought stage no longer exist as determined by the Public Utilities Director in coordination with Jordan Valley Water Conservancy District.

SECTION V: NOTIFICATION AND EDUCATION

The Mayor or designee shall notify the public of the initiation of the applicable drought stage and corresponding conservation measures, or the termination of the drought stage and the corresponding measures by one or more of the following means:

1. Public notices in the newspaper
2. Direct mail to each customer
3. Public service announcements
4. Signs in public places
5. Take home fliers in schools
6. Public Meetings
7. City of West Jordan Website
8. Social media

Customer Agency Notifications

The Public Utilities Director will directly notify the following public agencies

City of West Jordan City Council & Department Heads

The Mayor, or designees, may periodically update customers and customer agencies with information regarding the drought.

SECTION VII: DROUGHT MANAGEMENT STAGES AND RESPONSES

This Drought Management Plan provides for four drought management stages of increasing severity, as conditions warrant. The triggering criteria are based on water available from City sources and Jordan Valley Water Conservancy District.

The four drought stages are characterized below.

Stage 1: Moderate Drought Conditions: Stage 1 may be initiated when a shortage of water supply from Jordan Valley Water Conservancy District is imminent. This stage relies on voluntary cooperation and support of water customers to meet target consumption goals. During this stage, specific voluntary actions are suggested for all customers, and specific mandatory actions are identified for government, including city county and state.

The conservation measures in Stage 1 are focused on specific voluntary actions.

Trigger:

Jordan Valley Water Conservancy District declares a moderate (Level 1) water shortage condition in the Salt Lake Valley.

Response

As outlined in the Response Summary Sheet (Attached).

Target

Achieve a five (5) percent reduction in total daily water use or Average Annual Demand.

Objectives

- To maintain or reduce demand to meet target consumption levels by customer voluntary actions.
- To forestall or minimize the need for later, more stringent actions.
- To minimize disruption to customers' lives and businesses while meeting target consumption goals.
- To maintain the highest water quality standards throughout the shortage

Termination of Stage

The City Council or Mayor may rescind STAGE 1 of the Plan when the conditions listed as triggering events have ceased to exist.

Stage 2: Severe Drought Conditions: Stage 2 may be initiated when Stage 1 does not result in the reduction needed, or if circumstances warrant its initiation.

Stage 2 increases the prohibition or limitation of certain actions and relies on both voluntary and mandatory actions. Demand reduction responses are voluntary, except for Park, Golf, and other Government facilities, which have mandatory response actions.

Trigger:

Jordan Valley Water Conservancy District declares a severe (Level 2) water shortage condition in the Salt Lake Valley.

Response

As outlined in the Response Summary Sheet (Attached).

Target

Achieve a ten (10) percent reduction in total daily water use or Average Annual Demand.

Objectives

- To achieve targeted consumption reduction goals by restricting defined water uses
- To ensure that adequate water supply will be available for the duration of the situation to protect public health and safety.
- To minimize the disruption to customers' lives and businesses while meeting target consumption goals.
- To maintain the highest water quality standards throughout the shortage
- To promote equity amongst water customers by establishing clear restrictions that affect all customers.

Termination of Stage

The City Council or Mayor may rescind STAGE 2 of the Plan when the conditions listed as triggering events have ceased to exist.

Stage 3: Extreme Drought Conditions: Stage 3 may be initiated if the Severe Stage does not result in the reduction needed, or circumstances warrant its initiation. Stage 3 has increasingly stringent prohibitions and limits on certain actions, including certain mandatory actions for residential and commercial customers.

Some elements of Stage 3 will become mandatory and be enforced, in addition to elements under previous stages. Such elements may include mandatory curtailments of water for certain types of non-essential use.

Trigger:

Jordan Valley Water Conservancy District declares an extreme (Level 3) water shortage condition in the Salt Lake Valley.

Response

As outlined in the Response Summary Sheet (Attached).

Target

Achieve a twenty (20) percent reduction in total daily water use or Average Annual Demand.

Objectives

- To achieve targeted consumption reduction goals by restricting defined water uses
- To ensure that adequate water supply will be available for the duration of the situation to protect public health and safety.
- To minimize the disruption to customers' lives and businesses while meeting target consumption goals.
- To maintain the highest water quality standards throughout the shortage
- To promote equity amongst water customers by establishing clear restrictions that affect all customers.

Termination of Stage

The City Council or Mayor may rescind STAGE 3 of the Plan when the conditions listed as triggering events have ceased to exist.

Stage 4: Emergency Drought Conditions: Stage 4 may be initiated if Stage 3 does not result in the reduction needed, or circumstances warrant its initiation. Stage 4 addresses the most critical need for demand reduction and increases the number of restricted water uses and mandatory actions. The initiation of Stage 4 could be used as a stage of a progressive situation, such as a drought of increasing severity, or to address an immediate crisis, such as a facility failure.

Elements under Stage 4 are mandatory, unless otherwise stated.

Trigger:

- Jordan Valley Water Conservancy District declares a critical / exceptional (Level 4) water shortage condition in the Salt Lake Valley.

Response

As outlined in the Response Summary Sheet (Attached).

Target

Achieve thirty (30) percent or more reduction in total daily water use or Average Annual Demand.

Objectives

- To achieve targeted consumption reduction goals by restricting defined water uses
- To ensure that adequate water supply will be available for the duration of the situation to protect public health and safety.
- To minimize the disruption to customers' lives and businesses while meeting target consumption goals.
- To maintain the highest water quality standards throughout the shortage
- To promote equity amongst water customers by establishing clear restrictions that affect all customers.

Termination of Stage

The City Council or Mayor may rescind Stage 4 of the Drought Management Plan when the conditions listed as triggering events have ceased to exist for such a period as deemed appropriate and reasonable

SECTION VIII: ENFORCEMENT

Provisions of the Drought Management Plan and Response Summary shall be enforced as set forth in Title 16 of the West Jordan City Code, as amended.

City of West Jordan Water Shortage Response Summary

Moderate Stage (1): Reduction Goal 5 Percent

Single Family, Duplex, and Multi- Family Residential

Activity	Level	Response
Lawn Watering	Voluntary	Residential lawn watering limited to published JVWCD schedule.
Trees, shrubs, perennials, annuals, and vegetables	Voluntary	It is encouraged that non-turf areas are watered separately and less frequently from lawn areas; use of hand-held hoses, hand- held buckets, drip irrigation, or subterranean irrigation recommended.
Time of Day	Voluntary	Avoid watering between 10 AM and 8 PM
Irrigation Systems	Voluntary	Maintain irrigation systems in good working order with no damaged, misaligned, or missing sprinkler heads; minimize spray on walks, drives, and gutters
New Landscape	Voluntary	No restrictions: spring and fall planting recommended
Hard-surface Washing	Voluntary	No restrictions: the use of brooms is encouraged
Personal Vehicle Washing	Voluntary	No restrictions: the use of handheld buckets or positive pressure nozzles encouraged

Commercial, Industrial, Business, and Apartments

Lawn Watering	Voluntary	Commercial, Industrial, Apartment lawn watering limited to published JVWCD schedule.
Trees, shrubs, perennials, annuals, and vegetables	Voluntary	It is recommended that non-turf areas are watered separately from lawn areas; use of hand-held hoses, hand-held buckets, drip irrigation, or subterranean irrigation recommended
Time of Day	Voluntary	Avoid watering between 10 AM and 8 PM
Irrigation Systems	Voluntary	Maintain irrigation systems in good working order with no damaged, misaligned, or missing sprinkler heads; minimize spray on walks, drives, and gutters
New Landscape	Voluntary	No restrictions: spring and fall planting recommended
Hard-surface Washing	Voluntary	No restrictions: brooms are recommended

Parks, Golf, Schools, and other Government

Lawn Watering	Mandatory	Institutional lawn watering limited to published JVWCD schedule.
Trees, shrubs, perennials, annuals, and vegetables	Voluntary	Water separately and less frequently from lawn areas; use of hand-held hoses, hand-held buckets, drip irrigation, or subterranean irrigation recommended
Time of Day	Mandatory	No watering between 10 AM and 8 PM
Irrigation Systems	Mandatory	Maintain irrigation systems in good working order with no damaged, misaligned, or missing sprinkler heads; minimize spray on walks, drives, and gutters
New Landscape	Voluntary	No restrictions: recommend installing in spring or fall
Fleet vehicles	Voluntary	No more than once per week (emergency vehicles exempted)
Hard-surface washing	Voluntary	No restrictions: use of brooms is encouraged

City of West Jordan Water Shortage Response Summary

Severe Stage (2): Reduction Goal 10 Percent

Single Family, Duplex, and Multi- Family Residential

Activity	Level	Response
Lawn Watering	Encouraged	Residential lawn watering limited to published JVWCD schedule.
Trees, shrubs, perennials, annuals, and vegetables	Encouraged	It is recommended that non-turf areas are watered separately and less frequently from lawn areas; use of hand-held hoses, hand-held buckets, drip irrigation, or subterranean irrigation recommended

Time of Day	Encouraged	Avoid watering between 10 AM and 8 PM
Irrigation Systems	Encouraged	Maintain irrigation systems in good working order with no damaged, misaligned, or missing sprinkler heads; minimize spray on walks, drives, and gutters.
New Landscape	Encouraged	No restrictions: recommend installing in spring or fall
Hard-surface Washing	Encouraged	No restrictions: the use of brooms is encouraged
Personal Vehicle Washing	Encouraged	No restrictions: the use of positive pressure nozzles and handheld buckets recommended
Commercial, Industrial, Business, and Apartments		
Lawn Watering	Encouraged	Commercial, Industrial, Apartment lawn watering limited to published JVWCD schedule.
Trees, shrubs, perennials, annuals, and vegetables	Encouraged	It is recommended that non-turf areas are watered separately and less frequently from lawn areas; use of hand-held hoses, hand-held buckets, drip irrigation, or subterranean irrigation recommended
Time of Day	Encouraged	Avoid watering between hours of 10 AM and 8 PM
Irrigation Systems	Encouraged	Maintain irrigation systems in good working order with no damaged, misaligned, or missing sprinkler heads; minimize spray on walks, drives, and gutters
New Landscape	Encouraged	No restrictions: recommend installing in spring or fall
Hard-surface Washing	Encouraged	No restrictions: the use of brooms is encouraged; use water only in cases of public health or safety
Municipal Parks, Golf, Schools, and Facilities		
Lawn Watering	Mandatory	Water target less 10 percent
Trees, shrubs, perennials, annuals, and vegetables	Encouraged	Water separately and less frequently from lawn areas; use of hand-held hoses, hand-held buckets, drip irrigation, or subterranean irrigation recommended
Time of Day	Mandatory	No watering between 10 am and 8 pm
Irrigation Systems	Mandatory	Maintain irrigation systems in good working order with no damaged, misaligned, or missing sprinkler heads; minimize spray on walks, drives, and gutters
New Landscape	Encouraged	No restrictions: recommend installing in Spring or Fall
Hard-surface Washing	Encouraged	No washing of walks, drives, patios, gutters except for health or safety.
Fleet vehicle washing	Encouraged	No more than once per week with equipment or at certified car wash (emergency vehicles excepted); utilize Best Management Practices
City of West Jordan Water Shortage Response Summary		
Extreme Stage (3): Reduction Goal 20 Percent		
Single Family, Duplex, and Multi- Family Residential		
Activity	Level	Response
Lawn Watering	Mandatory	Residential lawn watering limited to published JVWCD schedule.
Trees, shrubs, perennials, annuals, and vegetables	Mandatory	Water with hand-held hoses, hand-held buckets, or drip irrigation only.
Time of Day	Mandatory	No watering between hours of 10 AM and 8 PM
Irrigation Systems	Mandatory	Maintain irrigation systems in good working order with no damaged, misaligned, or missing sprinkler heads; minimize spray on walks, drives, and gutters.
New Landscapes	Strongly Encouraged	Recommend installing in spring or fall; must follow mandatory watering practices (new lawns up to 42 days after installation may be watered more frequently)
Hard-surface Washing	Mandatory	No washing of walks, drives, patios, gutters
Personal Vehicle Washing	Mandatory	Only with bucket or hand-held hose with positive pressure nozzle
Commercial, Industrial, Business, and Apartments		
Lawn Watering	Mandatory	Commercial, Industrial, Apartment lawn watering limited to published JVWCD schedule.
Trees, shrubs, perennials, annuals, and vegetables	Mandatory	Water with hand-held hoses, hand-held buckets, drip irrigation, or subterranean irrigation

Time of Day	Mandatory	No watering between hours of 10 AM and 8 PM
Irrigation Systems	Mandatory	Maintain irrigation systems in good working order with no damaged, misaligned, or missing sprinkler heads; minimize spray on walks, drives, and gutters.
New Landscapes	Strongly Encouraged	Recommended installing in spring or fall; must follow mandatory watering practices (new lawns up to 42 days after installation may be watered more frequently but must comply with the time of day rule)
Hard-surface Washing	Mandatory	No washing of walks, drives, patios, gutters except for health or safety
Parks, Golf, Schools, and other Government Facilities		
Lawn Watering	Mandatory	Water target less 25 percent
Time of Day	Mandatory	No watering between 10 am and 8 pm
Irrigation Systems	Mandatory	Maintain irrigation systems in good working order with no damaged, misaligned, or missing sprinkler heads; minimize spray on walks, drives, and gutters.
New Landscapes	Mandatory	No new landscapes unless already under contract at time of stage implementation or if irrigated by drip system
Fleet vehicle washing	Mandatory	No more than once per week (emergency vehicles excepted)
Hard-surface washing	Mandatory	No washing except for health or safety
City of West Jordan Water Shortage Response Summary		
Critical Stage (4): Reduction Goal 30 Percent or more		
Single Family, Duplex, and Multi- Family Residential		
Activity	Level	Response
Lawn watering	Mandatory	Prohibited
Trees, shrubs, perennials, and vegetables	Mandatory	On permitted day using hand-held hoses, hand- held buckets, or drip irrigation only
Time of Day	Mandatory	Prohibited between the hours of 10 AM and 8 PM
New Landscape	Mandatory	No new landscapes without permit
Hard-surface washing	Mandatory	No washing of walks, drives, patios, gutters
Personal vehicle washing	Mandatory	Prohibited unless at a certified carwash
Commercial, Industrial, Business, and Apartments		
Lawn watering	Mandatory	Prohibited
Trees, shrubs, perennials, and vegetables	Mandatory	On permitted day using hand-held hoses, hand- held buckets, or drip irrigation only
Time of Day	Mandatory	Prohibited between the hours of 10 AM and 8 PM
Irrigation System	Mandatory	Maintain irrigation systems in good working order with no damaged, misaligned, or missing sprinkler heads
New Landscape	Mandatory	No new landscapes without permit
Hard-surface washing	Mandatory	No washing of walks, drives, patios, gutters except for health or safety
Parks, Golf, Schools, and other Public Facilities		
Lawn Watering	Mandatory	Not allowed without permit
Trees, shrubs, perennials, and vegetables	Mandatory	Hand-held hoses, hand-held buckets, drip irrigation, or water trucks only.
Time of Day	Mandatory	No watering between 10 am and 8 pm
New Landscapes	Mandatory	Prohibited except by permit
Irrigation System	Mandatory	Maintain irrigation systems in good working order with no damaged, misaligned, or missing sprinkler heads
Fleet vehicle washing	Mandatory	Not allowed; emergency vehicles excepted
Hard surface washing	Mandatory	Prohibited except for public safety and health

Resolution No. 22-014 Adopt Drought Management Plan

Final Audit Report

2022-06-13

Created:	2022-06-13
By:	Cindy Quick (Cindy.quick@westjordan.utah.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZMmHhVXxTX48AkDW2YiDVODU3kmLxVPP

"Resolution No. 22-014 Adopt Drought Management Plan" History

-  Document created by Cindy Quick (Cindy.quick@westjordan.utah.gov)
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2022-06-13 - 8:33:47 PM GMT
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-  Agreement completed.
2022-06-13 - 8:48:31 PM GMT



REQUEST FOR COUNCIL ACTION

Action: Need Council to Take Action

Meeting Date Requested : 04/28/2026

Presenter: Patrick Boice, Senior Assistant City Attorney

Deadline of item :

Applicant: City Council

Department Sponsor: Council Office

Agenda Type: BUSINESS ITEMS

Presentation Time: 10 Minutes

(Council may elect to provide more or less time)

1. AGENDA SUBJECT

Ordinance No. 26-24 Amendments to West Jordan City Code Title 7, Chapter 6 – Electric Bicycles

2. EXECUTIVE SUMMARY

Council is being asked to consider approving the amendments to City Code for Electric Bicycles. The City Council has discussed adding a chapter to the City Code to address the use of electric bicycles and other powered transportation devices. State Law already contains extensive restrictions and requirements. Changes to State Law occur yearly and are constantly in flux. The City Council has asked that the addition to City Code adopt the State definitions and restrictions and place regulations on the use of electric bicycles on City paths and sidewalks.

3. TIME SENSITIVITY / URGENCY

None

4. FISCAL NOTE

None for adoption. Implementation may require budget allocation for educational purposes.

5. MAYOR RECOMMENDATION

6. COUNCIL STAFF ANALYSIS

Timeline & Background Information

The Council previously discussed this item during the [September 23, 2025, Committee of the Whole](#) meeting, where they directed staff to draft code for future consideration. The draft code was presented at the [March 24, 2026, Committee of the Whole](#) and now finds itself ready for adoption.

What You Need To Know – A Plain Language Summary

Purpose of the Proposal: The City Council is asked to consider adopting a new ordinance (Title 7, Chapter 6) regarding the use of electric bicycles (e-bikes) and scooters. The primary goal is to establish clear safety rules for these vehicles on city sidewalks, paths, and trails to prevent conflicts between riders and pedestrians.

State and Local Compliance: The proposal complies with [Utah State Code 41-6a-1115.5](#), which explicitly grants municipalities the authority to regulate or restrict e-bike use on sidewalks, paths, and trails within their jurisdiction. The draft ordinance mirrors state defaults regarding age restrictions for Class 3 e-bikes (prohibited for those under 16) but adds specific local restrictions for

younger riders. It is expected the State of Utah will continue to refine regulations on e-Bikes with future legislation.

Comparison to Neighboring Cities:

- **Speed Limits:** The West Jordan proposal sets a 10 mph speed limit on sidewalks and trails. This is stricter than some neighboring areas. For example, Park City and the Daybreak community (South Jordan) recently established a 15 mph speed limit on their pathways. Council members may wish to discuss whether 10 mph is the optimal balance for West Jordan or if it may be difficult for cyclists to maintain.
- **Sidewalk Use:** Salt Lake City prohibits riding on sidewalks in downtown areas entirely, whereas South Jordan generally permits e-bikes on sidewalks and trails provided they operate safely.

Active Transportation Plan & Transportation Master Plan

This proposal directly relates to the City's Active Transportation Plan by governing how multi-modal paths are used.

- **Conflict Reduction:** As e-bike popularity grows, the speed differential between motorized bicycles (often 20+ mph) and pedestrians (3 mph) creates safety risks. The proposed 10 mph limit aligns with the goal of keeping paths safe for all ages and abilities, though it may reduce the utility of these paths for commuters seeking efficient travel.
- **Signage:** If approved, the City may need to budget for and install signage along major trails (such as the Jordan River Trail) to inform users of the new speed limit and age restrictions, similar to the educational approach taken by Park City.

Possible Scenarios & Key Tradeoffs

Safety vs. Efficiency

- **Scenario A (Strict Safety):** Adopting the 10 mph limit prioritizes pedestrian comfort and safety. It reduces the risk of high-speed collisions. However, it may discourage residents from using e-bikes for commuting or errands, as 10 mph is a relatively slow pace for cycling (analogous to a brisk run).
- **Scenario B (Commuter Utility):** If the limit were raised to 15 mph (matching Park City/Daybreak), it might increase utility for cyclists but could increase the "startle factor" for pedestrians.
- **Enforcement vs. Education**
 - **Enforcement Challenges:** Enforcing a specific 10 mph speed limit or confirming a rider's exact age (e.g., distinguishing a 13-year-old from a 14-year-old) may be difficult for law enforcement. A "negligent operation" standard (Section 7-6-2 B) is easier to enforce when an accident occurs but harder to use preventatively.
 - **Parental Liability:** The ordinance holds parents responsible for supervision and owners responsible for permitting violations. This shifts the burden from police catching juveniles to holding adults accountable, which is a key policy tradeoff.

Applicable Guiding Principles from the General Plan

TRANSPORTATION

- Provide a safe and efficient multi-modal transportation system.

PARKS, RECREATION, AND OPEN SPACE

- Provide relief from the asphalt, concrete, steel, and vehicular environments of a suburban city.

LAND USE

- Land use designs must promote quality of life, safety, and good urban design.

7. 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. Refer the item back to Council Staff or Administrative Staff for additional clarity.

8. ATTACHMENTS

Ordinance No. 26-24

Legislative Code

Clean Code

1 THE CITY OF WEST JORDAN, UTAH
2 ORDINANCE NO. 26-24

3 AN ORDINANCE AMENDING THE 2009 WEST JORDAN CITY CODE
4 (ELECTRIC BICYCLES); Title 7, Chapter 6

5 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 amendments”); and

8 WHEREAS, the City Council desires to amend the City Code to reflect changes in State Law;
9 and

10 WHEREAS, the City Council recognizes the changes in technology and transportation, and
11 the need for safe operation of modes of transit; and

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

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

16 **Section 1.** Amendment of City Code Provision. City Code Title 7, Chapter 6 is amended as
17 shown in Attachment 1 to this Ordinance.

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

20 **Section 4.** Effective Date. This Ordinance shall become effective immediately upon posting
21 or publication as provided by law and upon (i) the Mayor signing the Ordinance, (ii) the City Council
22 duly overriding the veto of the Mayor as provided by law, or (iii) the Mayor failing to sign or veto
23 the Ordinance within fifteen (15) days after the City Council presents the Ordinance to the Mayor.

24 PASSED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THIS
25 _____ DAY OF _____ 2026.

26
27 CITY OF WEST JORDAN

28
29 By: _____
30 Bob Bedore
31 Council Chair

32 ATTEST:

33
34 _____
35 Cindy M. Quick, MMC
36 Council Office Clerk
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Voting by the City Council

"YES"

"NO"

Council Chair Bob Bedore

☐☐

Council Vice-Chair Jessica Wignall

☐☐

Council Member Annette Harris

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Council Member Zach Jacob

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Council Member Chad Lamb

☐☐

Council Member Kent Shelton

☐☐

Council Member Kayleen Whitelock

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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

STATEMENT OF APPROVAL/PASSAGE (check one)

_____ The Mayor approved and signed Ordinance No. 26-24.

_____ The Mayor vetoed Ordinance No. 26-24 on _____ and the
City Council timely overrode the veto of the Mayor by a vote of _____ to _____.

_____ Ordinance No. 26-24 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 _____ day of _____ 2026. 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

(Attachments on the following pages.)

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Attachments to
ORDINANCE NO. 26-24
AN ORDINANCE AMENDING THE 2009 WEST JORDAN CITY CODE
(ELECTRIC BICYCLES); Title 7, Chapter 6

Attachment A – Title 7, Chapter 6 (legislative version)
Attachment B – Title 7, Chapter 6 (clean version)

(See the following pages for the attachment.)

TITLE 7

MOTOR VEHICLES AND TRAFFIC

CHAPTER 6

ELECTRIC BICYCLES

SECTION:

7-6-1: Definitions

7-6-2: Restrictions

7-6-3: Penalties

7-6-1: DEFINITIONS:

The words and phrases used in this section shall have the meanings and definitions contained in section 1-3-2 of this code and in Utah Code section 41-6a-102, or its successor provision.

7-6-2: RESTRICTIONS:

A. An individual may not operate an electric assisted bicycle or a motor assisted scooter on a sidewalk within the city.

B. An individual may not operate an electric assisted bicycle in a negligent manner or in a way which creates an undue risk to pedestrians or interferes with pedestrian traffic.

C. Electric motorcycles, not properly outfitted for street use and properly licensed, are prohibited on all highways. Electric motorcycles are prohibited from all public property, paths, and sidewalks.

D. The owner of an electric assisted bicycle may not authorize or knowingly permit an individual to operate an electric assisted bicycle in violation of this section.

7-6-3: PENALTIES:

A violation of this section may be prosecuted as an infraction or as a civil citation.

1 TITLE 7

2 MOTOR VEHICLES AND TRAFFIC

3 CHAPTER 6

4 ELECTRIC BICYCLES

5 SECTION:

6 7-6-1: Definitions

7 7-6-2: Restrictions

8 7-6-3: Penalties

10 7-6-1: DEFINITIONS:

11 The words and phrases used in this section shall have the meanings and definitions
12 contained in section 1-3-2 of this code and in Utah Code section 41-6a-102, or its successor
13 provision.

15 7-6-2: RESTRICTIONS:

16 A. An individual may not operate an electric assisted bicycle or a motor assisted
17 scooter on a sidewalk within the city.

18 B. An individual may not operate an electric assisted bicycle in a negligent manner or
19 in a way which creates an undue risk to pedestrians or interferes with pedestrian
20 traffic.

21 C. Electric motorcycles, not properly outfitted for street use and properly licensed, are
22 prohibited on all highways. Electric motorcycles are prohibited from all public
23 property, paths, and sidewalks.

24 D. The owner of an electric assisted bicycle may not authorize or knowingly permit an
25 individual to operate an electric assisted bicycle in violation of this section.

27 7-6-3: PENALTIES:

28 A violation of this section may be prosecuted as an infraction or as a civil citation.



REQUEST FOR COUNCIL ACTION

Action: Need Council to Take Action

Meeting Date Requested : 04/28/2026

Presenter: Chris Trevino, Deputy Fire Chief

Deadline of item :

Applicant:

Department Sponsor: Fire Department

Agenda Type: BUSINESS ITEMS

Presentation Time:

(Council may elect to provide more or less time)

1. AGENDA SUBJECT

Resolution No. 26-016 Adopting Fireworks Restrictions for 2026

2. EXECUTIVE SUMMARY

The Council is being asked to approve the fireworks restrictions map, which identifies areas where the discharge of fireworks is restricted. The intent of the information is to clearly communicate to residents and Salt Lake County where fireworks use is limited in order to reduce fire risk and protect life and property. If approved, the map will provide clear guidance to residents and visitors through digital resources and visible signage identifying where fireworks are permitted or restricted.

3. TIME SENSITIVITY / URGENCY

The approved firework restrictions for the City of West Jordan are due to Salt Lake County before May 1, 2026 in accordance with Utah Code 15A-5-202.5 (1)(b)(3.3).

4. FISCAL NOTE

There is no fiscal note associate with this request

5. MAYOR RECOMMENDATION

N/A

6. COUNCIL STAFF ANALYSIS

Timeline & Background Information

This is part of an annual process in coordination with the West Jordan Fire Department to establish fireworks restrictions. In prior discussions, the Council has provided direction to strengthen enforcement, expand public education efforts, and incorporate signage at firework stands.

Plain Language Summary

This resolution would adopt the 2026 fireworks restrictions map, which shows where fireworks are not allowed within the City. The goal is to reduce fire risk, particularly in areas with higher vulnerability such as open spaces, foothills, and locations near dry vegetation. If approved, the map would be used to inform residents, visitors, and partnering agencies about where fireworks use is restricted, with communication supported through online tools and posted signage.

Infrastructure & Utility Considerations

Fireworks restrictions are closely tied to public safety infrastructure, including fire protection services, emergency response capacity, and environmental conditions. Limiting fireworks in high-risk

areas may help reduce strain on fire and emergency services during peak holiday periods. There may also be coordination with utilities and public works related to signage placement, maintenance of restricted area boundaries, and ensuring mapping data aligns with current infrastructure and development patterns.

Potential Questions for Council Consideration

- Have there been any significant changes from the previous year's map?
- How will the City communicate these restrictions to ensure public awareness and compliance?
- What enforcement measures are in place, and how are they coordinated with fire and law enforcement agencies?
- Are there designated areas where fireworks are encouraged or permitted to help offset restrictions?

Applicable General Plan Principles

- Promoting public safety and minimizing risk to life and property
- Protecting natural resources and open space areas
- Supporting clear and effective communication with residents
- Encouraging responsible community behavior and compliance with safety regulations

7. 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.

8. ATTACHMENTS

Resolution No. 26-016

Fireworks Restriction Map 2026

Utah Code 53-7-225

Utah Code 15A-5-202.5

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 26-016

A RESOLUTION PROHIBITING THE USE OF IGNITION SOURCES, INCLUDING FIREWORKS, EXPLOSIVE DEVICES, AND OPEN FLAMES, IN CERTAIN AREAS THAT HISTORICALLY CONSTITUTE A HAZARDOUS ENVIRONMENTAL CONDITION

WHEREAS, pursuant to Utah Code § 15A-5-202.5(1)(b), if the fire code official has determined that historical hazardous environmental conditions necessitate the controlled use of ignition sources, including, but not limited to, fireworks, explosive devices, and open flames, the legislative body of a municipality may prohibit the use or discharge of such ignition sources in: (1) mountainous, brush-covered, forest-covered, or dry grass-covered areas; (2) within 200 feet of waterways, trails, canyons, washes, ravines, or similar areas; (3) in wildland urban interface areas; and (4) in limited areas outside of the areas identified by the fire code official that are necessary to facilitate a readily identifiable closed area; and

WHEREAS, the City Fire Marshal has determined that on or before July 1st during at least two of the preceding five years several areas in the City have constituted a hazardous environmental condition necessitating the controlled use of ignition sources, including fireworks, explosive devices, and open flames; and

WHEREAS, the West Jordan Fire Department recommends restricting the use of ignition sources, including, but not limited to, fireworks, explosive devices, and open flames, in the areas the City Fire Marshal has identified as historically containing hazardous environmental conditions; and

WHEREAS, pursuant to its authority under Utah Code § 15A-5-202.5(1)(b), the City Council desires to prohibit the use of ignition sources, including but not limited to fireworks, explosive devices, and open flames, in the areas identified by the Fire Marshal as containing existing hazardous environmental conditions.

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

- Section 1. The City Council hereby finds that historical hazardous environmental conditions have existed in the areas identified on the map attached hereto as Attachment A ("2026 Fireworks Restriction Map") before July 1st on at least two (2) of the preceding five (5) years.
- Section 2. The use, ignition, or detonation of personal fireworks, including, but not limited to, class C explosives as defined in Utah Code § 53-7-202(5) and (6), is prohibited in the areas shown on the Fireworks Restriction Area 2026 Map. The areas identified on the Fireworks Restriction Area 2026 Map include:
- a. All land west of SR-111 (also known as U-111 and Bacchus Highway),

beginning on the southern border of the City and running to the northern border;

- b. All land within two hundred (200) feet of both sides of the Jordan River Parkway Trail;
- c. All land within two hundred (200) feet of Bingham Creek (located near Old Bingham Highway) running between the eastern and western borders of the City;
- f. All City parks, unless a permit has been obtained for a professional display; and
- g. Other areas identified on the 2026 Fireworks Restriction Map.

Section 3. If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of any other portion of this Resolution and this Resolution shall be construed as if such invalid or unenforceable provision were not contained herein.

Section 4. This Resolution shall take effect immediately upon passage. (UCA § 10-3-719)

ADOPTED by the City Council of the City of West Jordan, Utah, this ____ day of _____ 2026.

CITY OF WEST JORDAN

By: _____

Bob Bedore
Council Chair

ATTEST:

Cindy M. Quick, MMC
Council Office Clerk

Voting by the City Council

Chair Bob Bedore
Vice Chair Jessica Wignall
Council Member Annette Harris
Council Member Zach Jacob
Council Member Chad Lamb
Council Member Kent Shelton
Council Member Kayleen Whitelock

"YES"

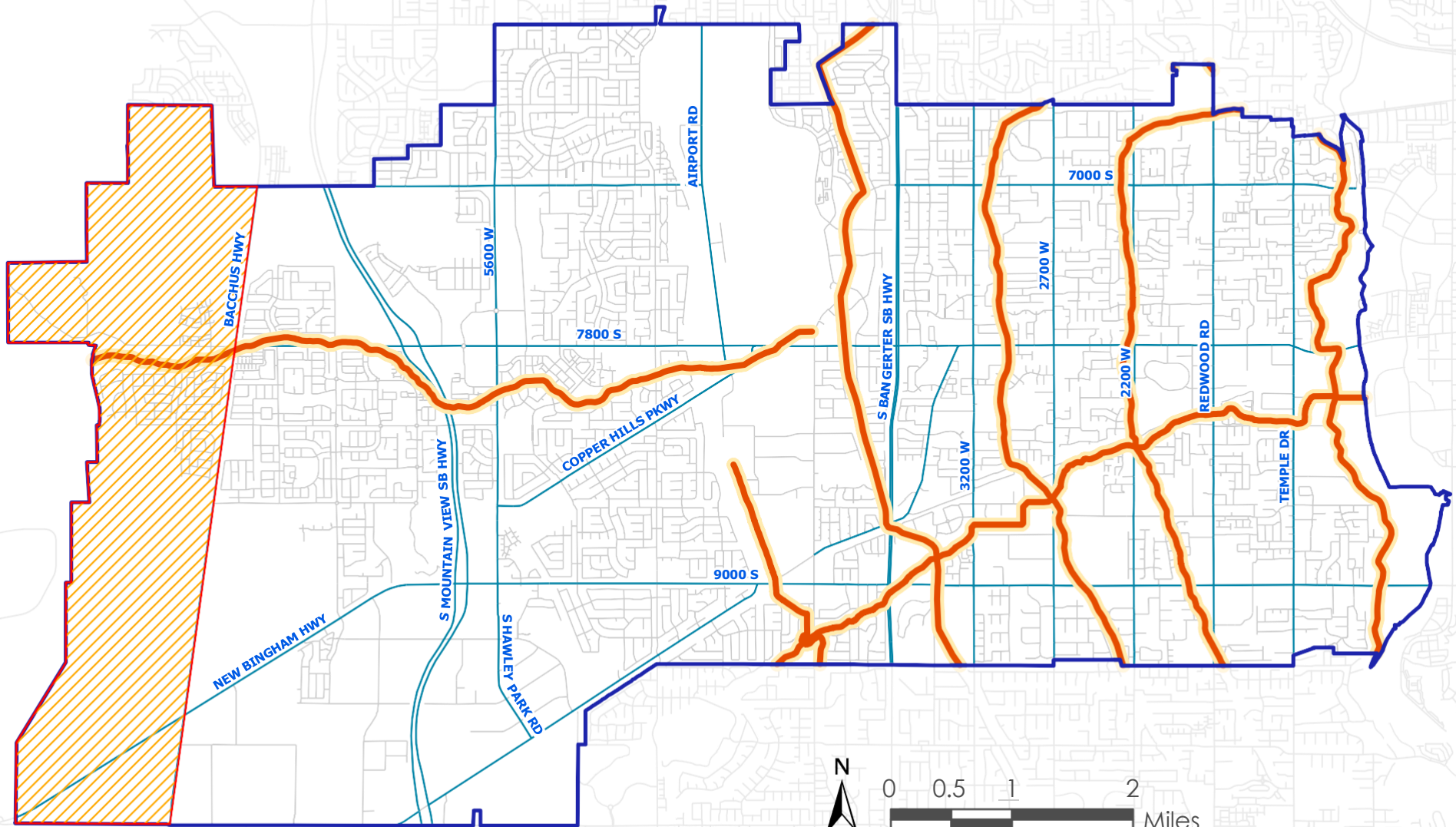
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Fireworks Restriction Area 2026

-  Fireworks Restricted Area
-  Fireworks Restricted Canals



Effective 5/7/2025

53-7-225 Times for sale and discharge of fireworks -- Criminal penalty -- Permissible closure of certain areas -- Maps and signage.

- (1) Except as provided in Section 53-7-221, this section supersedes any other code provision regarding the sale or discharge of fireworks.
- (2)
 - (a) Except as provided in Subsection (2)(b), a person may sell a division 1.4G common state approved explosive in the state as follows:
 - (i) beginning on June 24 and ending on July 25;
 - (ii) beginning on December 29 and ending on December 31; and
 - (iii) two days before and on the Chinese New Year's eve.
 - (b) The restrictions in Subsection (2)(a) do not apply to:
 - (i) online sales to a person outside the state for use outside the state; or
 - (ii) sales to persons described in Subsection 53-7-222(1)(b)(i)(A).
- (3) A person may not discharge a division 1.4G common state approved explosive in the state except as follows:
 - (a) between the hours of 11 a.m. and 11 p.m., except that on July 4 and July 24, the hours are 11 a.m. to midnight:
 - (i) beginning on July 2 and ending on July 5; and
 - (ii) beginning on July 22 and ending on July 25;
 - (b)
 - (i) beginning at 11 a.m. on December 31 and ending at 1 a.m. on the following day; or
 - (ii) if New Year's eve is on a Sunday and the county or municipality determines to celebrate New Year's eve on the prior Saturday, then a person may discharge a division 1.4G common state approved explosive on that prior Saturday within the county or municipality;
 - (c) between the hours of 11 a.m. and 11 p.m. on January 1; and
 - (d) beginning at 11 a.m. on the Chinese New Year's eve and ending at 1 a.m. on the following day.
- (4) A person is guilty of an infraction, punishable by a fine of up to \$1,000, if the person discharges a division 1.4G common state approved explosive:
 - (a) outside the legal discharge dates and times described in Subsection (3); or
 - (b) in an area in which fireworks are prohibited under Subsection 15A-5-202.5(1)(b).
- (5)
 - (a) Except as provided in Subsection (5)(b) or (c), a county, a municipality, or the state forester may not prohibit a person from discharging a division 1.4G common state approved explosive during the permitted periods described in Subsection (3).
 - (b)
 - (i) As used in this Subsection (5)(b), "negligent discharge":
 - (A) means the improper use and discharge of a division 1.4G common state approved explosive; and
 - (B) does not include the date or location of discharge or the type of explosive used.
 - (ii) A municipality may prohibit:
 - (A) the discharge of a division 1.4G common state approved explosive in certain areas with hazardous environmental conditions, in accordance with Subsection 15A-5-202.5(1)(b); or
 - (B) the negligent discharge of a division 1.4G common state approved explosive.
 - (iii) A county may prohibit the negligent discharge of a division 1.4G common state approved explosive.

- (c) The state forester may prohibit the discharge of a division 1.4G common state approved explosive as provided in Subsection 15A-5-202.5(1)(b) or Section 65A-8-212.
- (6) If a municipal legislative body or the state forester provides a map to a county identifying an area in which the discharge of fireworks is prohibited due to a historical hazardous environmental condition under Subsection 15A-5-202.5(1)(b), the county shall, before June 1 of that same year:
 - (a) create a county-wide map, based on each map the county has received, indicating each area within the county in which fireworks are prohibited under Subsection 15A-5-202.5(1)(b);
 - (b) provide the map described in Subsection (6)(a) to:
 - (i) each retailer that sells fireworks within the county; and
 - (ii) the state fire marshal; and
 - (c) publish the map on the county's website.
- (7) A retailer that sells fireworks shall display:
 - (a) a sign that:
 - (i) is clearly visible to the general public in a prominent location near the point of sale;
 - (ii) indicates the legal discharge dates and times described in Subsection (3); and
 - (iii) indicates the criminal charge and fine associated with discharge:
 - (A) outside the legal dates and times described in Subsection (3); and
 - (B) within an area in which fireworks are prohibited under Subsection 15A-5-202.5(1)(b); and
 - (b) the map that the county provides, in accordance with Subsection (6)(b).

Amended by Chapter 18, 2025 General Session

Effective 5/1/2024

15A-5-202.5 Amendments and additions to Chapters 3 and 4 of IFC.

(1) For IFC, Chapter 3, General Requirements:

(a) IFC, Chapter 3, Section 304.1.2, Vegetation, is amended as follows: Delete line six and replace it with: "Utah Administrative Code, R652-122-1300, Minimum Standards for County Wildland Fire Ordinance".

(b) IFC, Chapter 3, Section 310.8, Hazardous environmental conditions, is deleted and rewritten as follows: "1. When the fire code official determines that existing or historical hazardous environmental conditions necessitate controlled use of any ignition source, including fireworks, lighters, matches, sky lanterns, and smoking materials, any of the following may occur:

1.1. If the existing or historical hazardous environmental conditions exist in a municipality, the legislative body of the municipality may prohibit the ignition or use of an ignition source in:

1.1.1. mountainous, brush-covered, forest-covered, or dry grass-covered areas;

1.1.2. within 200 feet of waterways, trails, canyons, washes, ravines, or similar areas;

1.1.3. the wildland urban interface area, which means the line, area, or zone where structures or other human development meet or intermingle with undeveloped wildland or land being used for an agricultural purpose; or

1.1.4. a limited area outside the hazardous areas described in this paragraph 1.1 to facilitate a readily identifiable closed area, in accordance with paragraph 2.

1.2. If the existing or historical hazardous environmental conditions exist in an unincorporated area, the state forester may prohibit the ignition or use of an ignition source in all or part of the areas described in paragraph 1.1 that are within the unincorporated area, after consulting with the county fire code official who has jurisdiction over that area.

2. If a municipal legislative body or the state forester closes an area to the discharge of fireworks under paragraph 1, the legislative body or state forester shall:

2.1. designate the closed area along readily identifiable features like major roadways, waterways, or geographic features;

2.2. ensure that the boundary of the designated closed area is as close as is practical to the defined hazardous area, provided that the closed area may include areas outside of the hazardous area to facilitate a readily identifiable line; and

2.3. identify the closed area through a written description or map that is readily available to the public.

3. A municipal legislative body or the state forester may close a defined area to the discharge of fireworks due to a historical hazardous environmental condition under paragraph 1 if the legislative body or state forester:

3.1. makes a finding that the historical hazardous environmental condition has existed in the defined area before July 1 of at least two of the preceding five years;

3.2. produces a map indicating the boundaries, in accordance with paragraph 2, of the defined area described; and

3.3. before May 1 of each year the defined area is closed, provides the map described in paragraph 3.2 to the county in which the defined area is located.

4. A municipal legislative body or the state forester may not close an area to the discharge of fireworks due to a historical hazardous environmental condition unless the legislative body or state forester provides a map, in accordance with paragraph 3."

- (c) IFC, Chapter 3, Section 311.1.1, Abandoned premises, is amended as follows: On line 10 delete the words "International Property Maintenance Code and the".
- (d) IFC, Chapter 3, Section 311.5, Placards, is amended as follows: On line three delete the word "shall" and replace it with the word "may".
- (2) IFC, Chapter 4, Emergency Planning and Preparedness:
 - (a) In IFC, Chapter 4, the following new Sections are added:
 - "401.3.1.1 Special Education Classrooms. Special education classrooms may shelter in place, or delay evacuation when all of the following conditions are met:
 - 401.3.1.1.1 There is no visible flame or evidence of products of combustion (smoke).
 - 401.3.1.1.2 The building is completely protected by an approved fire sprinkler system.
 - 401.3.1.1.3 The building is completely protected by an approved fire alarm system.
 - 401.3.1.1.4 The classroom has a minimum of one approved exit that discharges directly to the exterior.
 - 401.3.1.1.5 The classroom has been approved to shelter in place by the fire code official."
 - (b) In IFC, Chapter 4, Section 401.3.3, Delayed notification, a new exception is added:
 - "Exception: Group E Occupancies. Teachers may delay evacuation upon fire alarm activation for up to 60 seconds when all of the following conditions are met:
 - A. There is no visible flame or evidence of products of combustion (smoke).
 - B. The building is protected throughout by an approved fire sprinkler system.
 - C. The building is protected throughout by an approved fire alarm system.
 - D. Students are in the safe zone of the room lined up and prepared for immediate evacuation."
 - (c) IFC, Chapter 4, Section 403.9.2.1, College and university buildings, is deleted and replaced with the following:
 - "403.9.2.1 College and university buildings and fraternity and sorority houses.
 - (i) College and university buildings, including fraternity and sorority houses, shall prepare an approved fire safety and evacuation plan, in accordance with Section 404.
 - (ii) Group R-2 college and university buildings, including fraternity and sorority houses, shall comply with Sections 403.9.2.1.1 and 403.9.2.1.2."
- (d) IFC, Chapter 4, Section 405.3, Table 405.3, is amended to add the following footnotes:
 - (i) "c. Secondary schools in Group E occupancies shall have an emergency evacuation drill conducted at least every two months, to a total of four emergency evacuation drills during the nine-month school year. The first emergency evacuation drill shall be conducted within 10 school days after the beginning of classes. The third emergency evacuation drill, weather permitting, shall be conducted 10 school days after the beginning of the next calendar year. The second and fourth emergency evacuation drills may be substituted by a security or safety drill to include shelter in place, earthquake drill, or lock down for violence. If inclement weather causes a secondary school to miss the 10-day deadline for the third emergency evacuation drill, the secondary school shall perform the third emergency evacuation drill as soon as practicable after the missed deadline."
 - (ii) "d. In Group E occupancies, excluding secondary schools, if the AHJ approves, the monthly required emergency evacuation drill can be substituted by a security or safety drill to include shelter in place, earthquake drill, or lock down for violence. The routine emergency evacuation drill must be conducted at least every other drill."
 - (iii) "e. A-3 occupancies in academic buildings of institutions of higher learning are required to have one emergency evacuation drill per year, provided the following conditions are met:
 - (A) The building has a fire alarm system in accordance with Section 907.2.

Utah Code

- (B) The rooms classified as assembly shall have fire safety floor plans as required in Subsection 404.2.2(4) posted.
- (C) The building is not classified a high-rise building.
- (D) The building does not contain hazardous materials over the allowable quantities by code."

Amended by Chapter 438, 2024 General Session



MINUTES OF THE CITY OF WEST JORDAN
COMMITTEE OF THE WHOLE
Tuesday, March 31, 2026 – 6:00 PM
Waiting Formal Approval
8000 S Redwood Road, 3rd Floor
West Jordan, UT 84088

1. **CALL TO ORDER**

- COUNCIL:** Chair Bob Bedore, Vice Chair Jessica Wignall, Council Member Annette Harris, Council Member Chad Lamb, Council Member Kent Shelton, Council Member Kayleen Whitelock
- STAFF:** Council Office Director Alan Anderson, City Attorney Josh Chandler, Utilities Manager Greg Davenport, Senior Planner Tayler Jensen, Assistant City Administrator Paul Jerome, Community Development Director Scott Langford, City Administrator Korban Lee, Assistant City Attorney Duncan Murray, Council Office Clerk Cindy Quick

Chair Bedore called the meeting to order at 6:00 pm and noted that Council Member Jacob was absent and Council Member Wignall would join shortly.

2. **DISCUSSION TOPICS**

a. **Discussion on the Southwest Quadrant**

Chair Zach Bedore opened the discussion by stating the purpose was to refine the vision for the Southwest Quadrant and ensure alignment among Council, staff, and the development team. The meeting followed a structured format with presentations from the development team and City staff, followed by Council questions and discussion.

Developer Presentation

Representatives from the development team, including Luke Burbank and Jeff Heaton, presented a vision centered on creating a mixed-use “work, live, play” environment. The proposal emphasized advanced manufacturing, technology, and research and development uses designed to attract high-quality employers. They noted that successful projects in the region are driven by job creation, long-term economic value, and the ability to compete with other developments along the Wasatch Front.

The developers highlighted several key factors necessary to achieve this vision. These included proximity to a qualified workforce, particularly access to institutions such as Salt Lake Community College, as well as strong transportation connections and sufficient utility infrastructure. They emphasized that modern high-tech users require significantly more utility capacity than in the past, and communities that proactively plan for these needs are more competitive. Flexibility in zoning and development standards was also identified as critical to adapting to market demands.

Conceptual plans were presented to illustrate a cohesive, master-planned development with integrated open space, trails, and amenities. The development team proposed a

general land use framework of approximately 60% economic development uses and 40% residential, with residential densities around 11 dwelling units per acre. They noted that this mix would help support workforce needs while creating an attractive environment for employers.

City Staff Presentation

City staff, including Senior Planner Tayler Jensen, Economic Development Director Jim Grover, Assistant City Administrator Paul Jerome, City Administrator Korban Lee, and Community Development Director Scott Langford provided background on the policy framework and economic development tools applicable to the area. The Southwest Quadrant is located within an established Economic Development Area (EDA), which was originally created to promote job creation, attract high-paying industries, and strengthen the City's tax base. Staff noted that the General Plan and existing zoning framework are aligned with these goals, with residential uses intended primarily to serve as a buffer and support the workforce.

Staff also explained that the EDA can be used as a tool to incentivize desired development through mechanisms such as tax increment financing or other agreements. They emphasized that any incentives would require Council approval and coordination with other taxing entities. In addition, staff highlighted infrastructure considerations, noting that water, sewer, and transportation systems have limitations and would likely need to be expanded incrementally as development occurs. A phased approach tied to development demand and developer contributions was recommended.

Council Discussion and Questions

Council discussion focused on land use ratios, residential density, infrastructure capacity, and implementation strategies. Regarding the appropriate land use mix (residential vs. non-residential) Chair Bedore noted that a 60/40 split had been discussed previously and expressed concern about changing direction late in the process, indicating support for maintaining that ratio. Council Member Lamb supported the 60/40 concept. He did not believe increasing the non-residential percentage would necessarily attract more industrial users. Council Member Whitelock expressed a preference for a higher non-residential percentage (e.g., 70/30), emphasizing the importance of job-generating uses and noting that residential development can increase service demands. Council Member Shelton indicated he would be more comfortable with a 70/30 split but acknowledged the need to balance flexibility. Vice Chair Wignall did not have concerns with 60/40 and recognized ongoing housing demand. Council Member Harris also indicated support for the 60/40 framework.

Overall, a majority of Council Members supported maintaining at least 60% non-residential uses, with openness to higher percentages depending on development outcomes.

Council Member Whitelock and Shelton expressed concerns with the proposed 11 units per acre, citing infrastructure limitations, including water, roads, and transit access. Vice Chair Wignall was comfortable with the proposed density and even slightly higher densities if appropriately designed. Council Member Harris supported the 11 units per

acre density, particularly with a mix of housing types. Council Member Lamb and Chair Bedore felt that 11 units per acre was a reasonable maximum. Council Member Shelton believed the reduction to approximately 3,745 units was a step in the right direction but remained concerned about infrastructure impacts. Discussion also included whether to cap total unit counts versus density to incentivize industrial development, with interest expressed in further exploring a total unit cap.

Regarding infrastructure and utilities being concerns amongst the council, Council Member Whitelock felt it was important not to overcommit existing water resources. She requested a phased approach to ensure future capacity is not used prematurely. Council Member Shelton raised concerns about traffic impacts, particularly related to limited roadway access and strain on arterial roads. Chair Bedore echoed concerns about traffic, specifically referencing impacts to 9000 South and limited connectivity within the project area. Council Member Lamb understood concerns regarding infrastructure but believed development should still move forward, noting similar concerns have existed in other areas of the City. Vice Chair Wignall referenced regional transit considerations and noted that transit expansion typically follows development demand.

Chair Bedore and Council Member Harris expressed interest in prioritizing high-tech and employment-focused uses as an economic development strategy. Council Member Shelton asked whether stricter zoning definitions could limit the ability to attract desirable projects and supported finding a balance between flexibility and intent. Council Member Whitelock questioned whether certain uses, such as wholesale or warehouse uses, aligned with the City's goals and expressed interest in prioritizing higher-value industries.

Council Members generally supported using incentive tools, such as the EDA, alongside zoning to attract targeted development.

Regarding the questions of development design and site planning, Chair Bedore and Council Member Harris responded positively to the concept of blending residential and employment uses to create an integrated environment. Council Member Shelton questioned preserving the "null" and expressed interest in maintaining higher-quality residential opportunities where feasible. Vice Chair Wignall emphasized the importance of maintaining a variety of housing types and avoiding overconcentration of higher-density housing.

Regarding zoning and permitted uses, Chair Bedore suggested prioritizing high-tech and employment uses while allowing flexibility for other uses to be considered by the Council. Council Member Whitelock advocated for removing or limiting lower-value uses that may not align with economic development goals. Council Member Harris did not identify specific uses of concern but supported further refinement. Council Member Shelton supported a balanced approach that maintains both clear expectations and flexibility. Staff was directed to further evaluate and refine the use table and return with recommendations.

Council also responded positively to the overall design concept presented by the

developers. The idea of a cohesive, master-planned area with integrated amenities, open space, and walkability was viewed favorably.

Overall, while perspectives varied, Council Members generally worked toward defining parameters that maintain flexibility while prioritizing economic development, addressing infrastructure constraints, and supporting a cohesive, high-quality development outcome.

Direction to Staff

Council Members asked staff to move forward with drafting development parameters that reflect the discussion including clear “guardrails” for the project while allowing flexibility for future refinement. Direction included:

- Maintain a minimum of 60% non-residential (economic development) uses
- Allow up to 40% residential uses, with a maximum density of approximately 11 units per acre
- Ensure flexibility for a mix of housing types and site-specific planning
- Refine the permitted use table to better align with economic development goals
- Explore incentive-based strategies, including use of the EDA, to attract targeted industries
- Plan for phased infrastructure improvements tied to development timing and capacity
- Incorporate phased infrastructure planning and incentive strategies to support a cohesive, competitive mixed-use employment center

3. ADMINISTRATIVE ITEMS

None

4. ADJOURN

The meeting adjourned at 8:37 pm

I certify that the foregoing minutes represent an accurate summary of what occurred at the meeting held on March 31, 2026. This document constitutes the official minutes for the West Jordan Committee of the Whole meeting.

Cindy M. Quick, MMC
Council Office Clerk

Approved this____ day of____2026



MINUTES OF THE CITY OF WEST JORDAN
COMMITTEE OF THE WHOLE
Tuesday, April 14, 2026 – 4:00 pm
Waiting Formal Approval
8000 S Redwood Road, 3rd Floor
West Jordan, UT 84088

1. CALL TO ORDER

- COUNCIL:** Chair Bob Bedore, Vice Chair Jessica Wignall, Annette Harris, Zach Jacob, Chad Lamb, Kent Shelton, Kayleen Whitelock
- STAFF:** Council Office Director Alan Anderson, Mayor Dirk Burton, City Attorney Josh Chandler, Public Utilities Director Greg Davenport, Senior Planner Tayler Jensen, Assistant City Administrator Paul Jerome, Community Development Director Scott Langford, Public Information Manager Marie Magers, City Administrator Korban Lee, Fire Chief Derek Maxfield, Assistant City Attorney Duncan Murray, City Recorder Tangee Sloan, Administrative Services Director Danyce Steck

Chair Bedore called the meeting to order at 4:00 pm.

2. DISCUSSION TOPICS

a. Discussion on Future Land Uses at Rodeo Arena Site

Council Member Shelton said he took James Brainard, former Mayor of Carmel, Indiana on a tour of the Rodeo Arena and surrounding area earlier in the year, and Mr. Brainard had been excited to see the amount of undeveloped land in what he perceived as the city center area. Council Member Shelton explained that the designated City Center area was intended to be east of Redwood Road, and Mr. Brainard had encouraged him to look holistically. Mr. Brainard put the City in contact with Jeff Speck, a prominent urban planner/designer (designer of Utah City), who suggested moving the Rodeo Arena to a different location to put the current rodeo space to better, higher use than a few times each year.

City Administrator Korban Lee noted that Mr. Speck pointed out the Rodeo Arena was a low-investment land use on high-investment land surrounded by many high-investment institutional anchors. Mr. Speck suggested starting the “downtown” around the existing institutional anchors on City-owned land, and eventually growing it across the street. Mr. Lee asked the Council if it was a concept they were interested in studying. He explained that such a study would be very different from the study previously discussed by the Council and staff concerning the Rodeo Arena.

Council Member Whitelock suggested the land should first be checked for any kind of deed restriction or deed lock. She pointed out the City already had a Parks Master Plan. Council Member Whitelock felt the City would need to replace park space for the east side of the City as well as move the Rodeo Arena. She spoke of potential impact to residential neighbors, and believed there were many factors to consider with such an idea. Mayor

Burton said years ago there had been strong opposition to the idea of mixed-use in the subject area, which was the reason the Rodeo Arena had been moved to the current location. Staff mentioned previous conceptual plans for the land, but emphasized that the conceptual plans had not been adopted. Mr. Lee mentioned an old master plan showed green space in the area surrounding the swimming pool. Council Member Jacob pointed out that existing restrictions on land use could be changed by the City Council. Staff said there would be issues to work through, but changing the location of the Rodeo Arena and changing the use of the existing location would be possible. Staff were not aware of a deed restriction on the subject area.

Council Member Jacob commented that there was not a lot that would need to be moved with the existing Rodeo Arena. He suggested the space would be a good location for an office tower that could house Jordan School District offices. Council Member Lamb was aware the School District had looked into moving to a completely different area, and expressed the opinion that if the School District offices did move, it would not be across the street from the current location.

Mr. Lee said Council Member Whitelock had previously suggested the City may have motivation to keep the School District offices in West Jordan, in case other cities decided to break away from the District in the future. Council Member Whitelock said there was still a fairly big community south of West Jordan wanting to split from the Jordan School District, and spoke of the expense of providing new administrative and bus depot space.

Mr. Lee asked if the Council wanted to approve a land use study to see what would be possible at the location, before doing a study specifically for the Rodeo Arena as previously discussed. Chair Bedore said a pedestrian bridge over Redwood Road would provide increased access to the Trax Station, and convey the idea that the next phase of downtown would be on the other side of the bridge. He suggested that starting Phase 1 of a downtown district on the City-owned subject location would serve as an enticement to the businesses and other uses that would be needed for a Phase 2. Chair Bedore said the existing Rodeo Arena would not need to be removed until another was in place, and said he found the idea of possibly moving the Rodeo Arena and developing other uses at the location to be exciting.

Council Member Whitelock asked where in the City the Rodeo Arena could be moved. Chair Bedore suggested near the Trax Station on Bingham Highway, and said the arena could be for more than just the rodeo. Council Member Shelton commented that the Station Area Plan (SAP) would need to be changed. Mr. Lee said staff had thought of two or three possible rodeo sites.

Council Member Jacob pointed out that everything currently on the subject block was government run, and suggested putting something non-government in the middle of the government campus would be weird. Council Member Shelton said Mr. Brainard had talked about putting parking underground to free-up surface space. Mr. Lee said there was a lot of surface parking that could be viewed as a blank canvas for development. He suggested a land use study should include the whole government campus, and across the street.

Council Member Harris said she was convinced the Council should request a land use study instead of a Rodeo Arena study. Council Member Whitelock said she would be interested in establishing a place where people could gather. Chair Bedore and Council Member Shelton said they agreed. Chair Bedore talked about using the mountains as a backdrop.

Chair Bedore agreed with starting a land use study, and noted that if a majority of the Council did not like the results of the study, the Council could move on to a Rodeo Arena study. Council Member Jacob expressed agreement and believed the larger area should be included in the land use study.

All members of the Council indicated support for moving forward with a land use study. Mr. Lee said staff would stop working on a request for proposals (RFP) for a Rodeo Arena study, and begin work on an RFP for an economic land use study.

b. Discussion of the Upcoming 2026 Resident Survey (via Y2 Analytics)

Council Office Director Alan Anderson said the Council had funded a survey of the community for the last three years. He introduced Kyrene Gibb and Ethan Meldrum with Y2 Analytics, and said there would be a 6–7-week process to prepare the 2026 survey. Mr. Anderson asked the Council to discuss the type of questions they wanted included in the survey. Based on the discussion of the previous agenda item, Ms. Gibb suggested including questions related to what residents would want to see in a gathering space, what types of events they would want, and what residents would envision to create a sense of downtown. She said timely questions specific to the 2025 survey had centered around City beautification and Code Enforcement.

Ms. Gibbs answered questions about survey data gathered over time. Council Member Harris suggested questions to gather citizen opinion on water usage, perhaps focusing on willingness to change or opinion of how the City was addressing water conservation. Council Member Whitelock suggested adding the Rodeo Arena to the hundred-dollar question, or a different question that would gauge support for improvements to rodeo facilities. Chair Bedore said he would support a question specifically about the Rodeo Arena and including the Rodeo in the hundred-dollar question. Chair Bedore said he knew some residents were not aware that the annual rodeo and carnival were part of the same City celebration.

Council Member Whitelock suggested removing questions specific to Code Enforcement that had been included in the 2025 survey. Ms. Gibb said she had a good sense of the direction the Council wanted. The Council and staff discussed willingness-to-pay questions. Ms. Gibb advised that a question including a dollar amount for an average household and a list of possible areas for investment would provide the most usable information. Chair Bedore said he liked follow-up questions that would help the Council better understand dissatisfied or negative responses. Ms. Gibb thanked the Council for the discussion.

c. Discussion of Advice and Consent Process

Council Office Director Alan Anderson presented proposed amendments to clean up and update the Advice and Consent Process in City Code and Council Rules. The proposed draft included the following language in Code Section 2-1-3: Appointments of Committee

Members, “The City Council may elect to meet with appointees prior to providing advice and consent. Such meetings shall follow the procedures outlined in Council Rules.” The following new Section 3.9: Advice & Consent for Mayoral Appointments was proposed for Council Rules:

Certain appointed positions within the City may only be filled with the consent of the City Council. The following procedures shall apply in such situations:

- A. Council Members may meet with the appointee together during an arranged appointment or as part of an official council meeting.
- B. A vote on consent for the appointment shall be scheduled as soon as possible after the arranged meeting.
- C. The Council packet shall contain the information referenced in Council Policies and Procedures Appendix A – Item 3(b)(iii).
- D. Council Members may grant or withhold advice and consent to appointed positions.

Mayor Burton recommended removing the words “as soon as possible” from subsection B. Mr. Lee and Chair Bedore expressed agreement. Council Member Whitelock expressed concern that no language was included requiring that information be provided to the Council in their meeting packet on Friday prior to the appropriate Council meeting. Chair Bedore said he agreed with the concern. Mr. Anderson said staff had discussed arranging an opportunity for the Council to meet individuals before the meeting packets were even put together. He said language could be added.

Council Member Shelton expressed concern with the potential for two weeks to pass between the Council being introduced to an individual, and providing advice and consent for appointment at the next Council meeting. Mr. Lee pointed out the initial meeting with the Council could take place on a Thursday or Friday prior to the Council meeting in which advice and consent would be granted. A majority of the Council indicated support. Mr. Lee said it was his preference for the initial meeting between the Council and a candidate to not take place in public meeting so the individual’s current position was not jeopardized. He said staff tried to be consistent with explaining the advice and consent process to candidates.

Council Member Whitelock emphasized that expectations should be added to Code and Council Rules. Senior Assistant City Attorney Patrick Boice said the goal was to balance the flexibility aspect with some expectation of consistency, and said he would be happy to draft language. Council Member Whitelock said she remembered with the previous form of government the Council would meet in a closed session with a candidate for discussion and interview, with advice and consent two weeks later at the next Council meeting. She said she wanted the time to be able to consider and decide, and said she did not think two weeks was too long. Council Member Shelton repeated his concern for two weeks between the introduction and consent.

Responding to a question from Council Member Harris, Mr. Anderson said the CAO, department heads, statutory officers, and Planning Commissioners were all appointed by advice and consent of the Council. Mr. Anderson said the two weeks had not been a problem

with the previous form of government. Council Member Shelton withdrew his concern. Council Member Jacob commented on the different role of the Council under the strong mayor form of government.

Mr. Boice emphasized the advice and consent process was nerve wracking for candidates, who were fully aware that the Council could choose not to approve advice and consent. Chair Bedore said the role of the Council in the advice and consent process could sometimes feel perfunctory, and asked Mr. Lee his perception of the Council's role. Mr. Lee said under the current form of government, the Council was to ensure a candidate was qualified for a position, and provide advice and consent. He encouraged the Council to take the role and authority seriously. Chair Bedore pointed out that if a hiring timeframe was rushed, the Council could hold an emergency meeting.

Mr. Lee recommended using the words "a meeting prior" rather than a specific date or length of time. Mr. Anderson said he would work with staff to revise proposed amendments.

d. Presentation of Proposed Changes to Wildland Urban Interface Map

West Jordan Fire Chief Derek Maxfield presented proposed changes to the Wildland Urban Interface (WUI) Map to incorporate requirements of House Bill 41 (2026). Members of the Council expressed frustration with the pixelation of the map provided by the State. Council Member Jacob asked if future buildout would affect the lines on the map. Staff responded that buildout may affect the State's formula. Chief Maxfield answered questions from the Council about WUI-related homeowner insurance costs.

Council Member Jacob said the request from the State for the City Council to provide advice and consent for the WUI Map felt perfunctory. Mr. Boice explained the State would use the State map to assess fees, and the State recommended that the City map reflect State map determinations. Chief Maxfield said he would forward a link to the Council for the WUI Map on the east side of the valley.

3. ADMINISTRATIVE ITEMS

Chair Bedore spoke of an idea for members of the Council to participate in a Sugar Factory Playhouse production of Footloose.

4. ADJOURN

The meeting adjourned at 6:05 pm.

I certify that the foregoing minutes represent an accurate summary of what occurred at the meeting held on April 14, 2026. This document constitutes the official minutes for the West Jordan Committee of the Whole meeting.

Cindy M. Quick, MMC
Council Office Clerk

Approved this ____ day of ____ 2026



REQUEST FOR COUNCIL ACTION

Action: Need Council to Take Action

Meeting Date Requested : 04/28/2026

Presenter: Brian Clegg, Public Works Director

Deadline of item :

Applicant: Comcast

Department Sponsor: Public Works Admin

Agenda Type: CONSENT ITEMS

Presentation Time: 5 Minutes

(Council may elect to provide more or less time)

1. AGENDA SUBJECT

Resolution No. 26-018 Approving a Franchise Agreement with Comcast

2. EXECUTIVE SUMMARY

Council is being asked to approve a franchise agreement with Comcast of California/ Massachusetts/ Michigan/Utah, LLC ("Comcast"). Comcast provides cable services to customers within the City of West Jordan. In order to construct, install, operate, and maintain cable infrastructure within the City's public right-of-way (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 Comcast 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. Comcast's prior cable television franchise agreement expired on November 18, 2025.

3. TIME SENSITIVITY / URGENCY

None.

4. FISCAL NOTE

Comcast generates about \$400,000 in franchise tax revenue per year.

5. MAYOR RECOMMENDATION

6. COUNCIL STAFF ANALYSIS

Plain Language Summary

The Council is being asked to approve a franchise agreement that allows Comcast to continue providing cable services within West Jordan. This agreement gives Comcast permission to use the City's public right-of-way (such as streets and utility corridors) for its infrastructure, while ensuring the company follows City standards and restores any areas it disturbs.

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.

7. 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. Refer the item back to Council Staff or Administrative Staff.

8. ATTACHMENTS

Resolution No. 26-018

Comcast Franchise Agreement

THE CITY OF WEST JORDAN, UTAH

RESOLUTION NO. 26-018

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE
AGREEMENT WITH COMCAST OF CALIFORNIA/MASSACHUSETTS/
/MICHIGAN/UTAH, LLC**

WHEREAS, Comcast of California/Massachusetts/Michigan/Utah, LLC (“Comcast”) is a cable services provider providing cable services in the City of West Jordan; and

WHEREAS, the City Council has reviewed the attached Franchise Agreement; and

WHEREAS, the City Council has determined that granting a franchise to Comcast will protect and promote the health, welfare, and safety of the City of West Jordan.

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

Section 1. The Mayor is hereby authorized to execute the attached Franchise Agreement between the City of West Jordan and Comcast.

Section 2. This Resolution shall take effect immediately upon adoption.

PASSED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THIS 28TH DAY OF APRIL 2026.

CITY OF WEST JORDAN

By: _____

ATTEST:

Bob Bedore
Council Chair

Cindy M. Quick, MMC
Council Office Clerk

Voting by the City Council

"YES"

"NO"

Council Chair Bob Bedore

☐

☐

Council Vice Chair Jessica Wignall

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☐

Council Member Annette Harris

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☐

Council Member Zach Jacob

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Council Member Chad Lamb

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Council Member Kent Shelton

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Council Member Kayleen Whitelock

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FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the City of West Jordan (hereinafter, the “City” or “Franchising Authority”), a municipal corporation and political subdivision of the state of Utah, and Comcast of California/Massachusetts/Michigan/Utah, LLC (hereinafter, “Grantee”).

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”).

1.1. “Effective Date” means the date on which all persons necessary to sign this Agreement in order for it to be binding on both parties have executed this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided in the “Term” section herein.

1.2. “Franchise Area” means the present legal boundaries of the (City/Town/County) as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.3. “Gross Revenue” means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles (“GAAP”). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

SECTION 2 - Grant of Authority

2.1. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in its Rights-of-Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Right-of-Way such facilities and equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed. Grantee may not overlash lines with existing cables above ground, erect new poles, or place any portion of its Cable System above ground without the prior express written consent of the City.

2.1.1. Grantee's provision of non-cable services are subject to any lawful conditions on Grantee with respect to non-cable services, including, but not limited to, 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 their successor provisions.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act, as applicable.

2.3. Renewal. Any renewal of the Cable Services franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority, or (C) be construed as a waiver or release of the rights of the Franchising Authority in and to the public Rights-of-Way. City also expressly reserves, and Grantee expressly recognizes, City's right to adopt, from time to time, such ordinances and rules and regulations as City may deem necessary.

SECTION 3 – Construction and Maintenance of the Cable System

3.1. Permits Required. Except in the case of an emergency, Grantee 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 Cable 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. 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 Grantee 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.

3.1.2. 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.

3.2. Location. The Cable System and all portions thereof shall be constructed and laid in locations to cause minimum interference with the Rights-of-Way. Grantee shall

install the Cable System and all portions thereof in the public utility easement where available and compatible. During construction, maintenance and repair activities, Grantee shall not unreasonably interfere with the use of the Rights-of-Way or access to adjacent private property. The Cable 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 Cable System from all traffic loads and public uses. Prior to installation of the Cable System or portions thereof that are either new or relocated, Grantee and City shall engage in good faith negotiations regarding siting and preservation of existing improvements. At City's request, Grantee shall participate in discussions and meetings with residents.

3.2.1. City shall have the right to cross the Cable 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. City shall use due care and diligence in the protection of the Cable System in making any such crossings and shall comply with all applicable local, state and federal laws, rules and regulations.

3.2.3. City shall have the right to inspect, at City's own cost and expense, Grantee's construction, operation, and maintenance activities to ensure proper compliance with applicable City ordinances, standards, permits, conditions, requirements, and the terms of this Agreement.

3.3. Relocation.

3.3.1. 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 Grantee's duty, upon notice of such requirement and written demand made of Grantee, and within a reasonable time thereof, but not more than fourteen (14) days from the date of notice, to commence removal or relocation of such Cable 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 Grantee 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 Grantee, including the cutting of active or inactive lines, and to charge Grantee for the reasonable labor and costs incurred. Within twenty (20) days receipt of City's demand for payment, Grantee shall reimburse City for such labor and costs.

3.3.2. 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. 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.

3.3.3. If a project requiring relocation is funded by federal or state monies or other third-party funds that include an amount allocated to defray the expenses of relocation of facilities, City shall pass through Grantee's allocated share to Grantee to the extent that the City actually receives or is otherwise authorized to direct or approve payment of such funds. Relocation using federal funds shall be performed in accordance with applicable federal law and regulations.

3.4. Relocation at request of Third Party. The Grantee shall, upon reasonable prior written request of any third-party holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any third-party for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.5. Undergrounding. Unless the City Public Works Director excepts in writing, Grantee must place all lines, cables, and equipment underground. However, Grantee may install and maintain aerial facilities where existing aerial facilities are lawfully in place, in use by utilities or other service providers, and over lashing or similar uses of existing infrastructure are active. If Grantee is the only utility or service provider utilizing an aerial facility, at City's request, Grantee must underground or relocate lines, cables, and equipment pursuant to the terms of this Franchise Agreement.

3.6. Restoration. If, during the course of work on its Cable System, Grantee causes damage to or alters the Rights-of-Way or other public property, Grantee shall (at its own cost and expense and in a manner, City reasonably approves) replace and restore it in accordance with City ordinances, standards, requirements, permits and conditions. If Grantee does not perform repair or replacement, City shall so notify Grantee and give a reasonable time, not more than forty-five (45) calendar days, to remedy the situation. If Grantee fails to perform, then City shall have the option to perform or cause to be performed such reasonable and necessary work on behalf of Grantee and to charge Grantee for the reasonable costs incurred. Upon receipt of City demand for payment, Grantee shall promptly, but in no more than fourteen (14) days, reimburse City for such costs. Grantee shall warrant all repair or replacement work for a period of one (1) year from the date such work is completed.

3.7. Abandoned Facilities. If, after consultation between the parties, the City determines that removal of any portion of the Cable System that Grantee has discontinued or abandoned is necessary to eliminate or prevent a hazardous condition, or to promote future utilization of public Rights-of-Way or other property for a public purpose, Grantee shall remove such facilities at its own cost and expense. Grantee shall perform such removal within ninety (90) days of receipt of written notice from the City. The City may extend this time period as reasonably necessary to accommodate delays beyond Grantee's

control. Grantee shall, at its sole cost and expense, promptly restore the Rights-of-Way or other property disturbed as part of the removal to as near as reasonably practicable the condition that existed immediately prior to such removal or as per City standards.

3.8. No 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 Grantee's construction, operation, or maintenance of the Cable 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. Grantee 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.

3.9. Insurance. Grantee shall procure, and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or is in connection with its Cable System. Grantee shall bear all costs of such insurance. Grantee shall provide proof of insurance to the City upon reasonable request. The insurance coverage shall be issued by insurers duly qualified to offer and bind coverage within the state of Utah, with an AM Best rating of A or better and a Financial Size Category of X or higher. Coverage shall be at least as broad as follows:

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 Grantee 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.

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.

Workers' Compensation and Employer's Liability. Worker's compensation and employer's liability insurance sufficient to cover all of Grantee'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, Grantee 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.

3.10. Indemnification. Grantee shall indemnify, defend, and hold harmless the City and its officers and employees, from and against any and 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, including attorney fees, 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 or entity now has or may hereafter accrue on account of, resulting from, or in any way arising out of construction, operation, and maintenance of the Cable System or other activities contemplated under this Agreement Notwithstanding any provision to the contrary, Grantee shall not be obligated to indemnify, defend, or hold the City harmless to the extent that any underlying claim, demand, lien, liability, damage, action, and proceeding arises from the negligent or willful acts or omissions of City, or any of its agents, officers, or employees.

SECTION 4 - Customer Service Standards; Customer Bills; and Privacy Protection

4.1. Customer Service Standards. For the purposes of this Agreement, the Franchising Authority agrees to the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended.

4.2. Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

4.3. Public Utility Easements. Grantee shall provide City written notice prior to performing work in a Public Utility Easement to allow City to respond to public inquiries.

SECTION 5 - Oversight and Regulation by Franchising Authority

5.1. Franchise Fees. The Grantee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other video service provider providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.

SECTION 6 – Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place

without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

SECTION 7 - Enforcement and Termination of Franchise

7.1. Notice of Violation or Default. In the event the Franchising Authority believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

7.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the Franchising Authority's written notice: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that the cure will be completed.

7.3. Public Hearings. In the event the Grantee fails to respond to the Franchising Authority's notice or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Grantee, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time that is no less than ten (10) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

SECTION 8 – Competitive Equity

8.1. New Video Service Provider.

8.1.1. Notwithstanding any other provision of this Agreement or any other provision of law, if any Video Service Provider ("VSP") (i) enters into any agreement with the Franchising Authority to provide video services to subscribers in the City, or (ii) otherwise begins to provide video services to subscribers in the City (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to subscribers in the City under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Grantee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Grantee submits a written request to the Franchising Authority.

8.1.2. If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Grantee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Grantee and other VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the City.

8.2 The term “Video Service Provider” or “VSP” shall mean any entity using the public rights-of-way to provide multiple video programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

SECTION 9 - Miscellaneous Provisions

9.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee’s ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee’s cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

9.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

City of West Jordan
C/O City Recorder; Public Works Director; Legal
8000 South Redwood Road
West Jordan, Utah 84088

To the Grantee:

Comcast _____

Attn: General Manager

with a copy to:

Comcast Cable
Attn.: Government Affairs Department
1701 JFK Blvd, 49th Floor
Philadelphia, PA 19103

9.3. Entire Agreement. This Franchise Agreement, including all Exhibits and permits issued hereunder, embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

9.5. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

9.6. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

9.7. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, either party may have under federal or state law, including the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101, *et seq.*, unless such waiver is expressly stated herein.

9.8. Failure to Enforce Not a Waiver. Either party's failure to enforce any right or provision under this Agreement shall not be construed as a waiver of the right to seek compliance with or to enforce any such right or term under the Agreement in any future instance.

9.9. 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 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.

9.10. 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.

9.11. 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.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For Franchising Authority:

By: _____

Name: _____

Title: _____

Date: _____

Attest:

Approved as to Legal Form: _____

For Comcast _____ :

By: _____

Name: _____

Title: _____

Date: _____



REQUEST FOR COUNCIL ACTION

Action: Need Council to Take Action

Meeting Date Requested : 04/28/2026

Presenter: Ashley Dupler, Events Manager

Deadline of item : 05/01/2026

Applicant:

Department Sponsor: Public Services Events

Agenda Type: CONSENT ITEMS

Presentation Time: 5 Minutes

(Council may elect to provide more or less time)

1. AGENDA SUBJECT

Resolution No. 26-017 Approving the Logo License Agreement for Use of the America250 Utah Logo and Name

2. EXECUTIVE SUMMARY

Council is being asked to approve the Logo License Agreement which is required for use of the America250 Utah logo and name. The City wants to use the logo, in conjunction with the West Jordan logo, for the Western Stampede. America250 Utah is operating through the Utah Department of Cultural and Community Engagement. The agreement requires approval by the City Council in a public meeting.

3. TIME SENSITIVITY / URGENCY

The City events team is preparing signage and marketing for the Western Stampede and requests approval by May 1 to ensure materials are printed and installed by June 30.

4. FISCAL NOTE

No added financial cost to use the logo.

5. MAYOR RECOMMENDATION

6. COUNCIL STAFF ANALYSIS

The Council is being asked to approve a license agreement that allows the City to use the America250 Utah name and logo. The City plans to use this branding alongside the West Jordan logo for the Western Stampede to promote the event and align with statewide America250 efforts.

7. 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. Refer the item back to Council Staff or Administrative Staff.

8. ATTACHMENTS

Resolution No. 26-017
Licensing Agreement
Logo

RESOLUTION NO. 26-017

**A RESOLUTION APPROVING A LOGO LICENSE AGREEMENT WITH STATE
OF UTAH'S DEPARTMENT OF CULTURAL AND COMMUNITY
ENGAGEMENT**

WHEREAS, America250 Utah, through the Utah Department of Cultural and Community Engagement, has chosen to utilize a Logo License Agreement for use of its logo and name; and

WHEREAS, the Logo Licensing Agreement requires a resolution in a public meeting of the licensee's governing council; and

WHEREAS, the City Council has determined that approval of the Logo Licensing Agreement will protect and promote the health, welfare, and safety of the City of West Jordan.

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

Section 1. The Council hereby approves of the attached Logo Licensing Agreement for the City's use of the America250 Utah logo and name.

Section 2. This Resolution shall take effect immediately upon adoption.

PASSED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THIS 28TH DAY OF APRIL 2026.

CITY OF WEST JORDAN

By: _____

Bob Bedore
Council Chair

ATTEST:

Cindy M. Quick, MMC
Council Office Clerk

Voting by the City Council

Council Chair Bob Bedore

Council Vice Chair Jessica Wignall

Council Member Annette Harris

Council Member Zach Jacob

Council Member Chad Lamb

Council Member Kent Shelton

Council Member Kayleen Whitelock

"YES"

☐☐☐☐☐☐☐

"NO"

☐☐☐☐☐☐☐

AMERICA250 UTAH

LOGO USAGE AGREEMENT

This Trademark License Agreement (“Agreement”) is entered into on _____ (“Effective Date”) by and between the State of Utah’s Department of Cultural and Community Engagement, a state governmental entity with a principal place of business at 3760 S. Highland Dr., Millcreek, UT 84106 (“Department”) and [Entity], a Utah [county/municipal/tribal government], with a principal place of business at _____ (“Entity”). The Parties execute the Agreement under relevant provisions of the Interlocal Cooperation Act at Title 11, Chapter 13 of the Utah Code.

BACKGROUND FACTS

In preparation for America’s 250th anniversary (“Semiquincentennial”) in 2026, Utah’s goal is to create a brand identity for the Semiquincentennial that can bring communities together and generate awareness for the anniversary. To that end, America250 Utah has chosen to utilize a licensing agreement for its logo and name with the national foundation, America250™. The Department’s hope is that, in coordination with counties, cities, tribes, and organizations planning events around the state, we can create a unifying America250 Utah brand that creates a sense of cohesion leading up to 2026, bringing together celebrations and commemorations around the state and country.

To permit local governments to access the America250 Utah logo and use the America250 name in individual brand identity, we will share this Agreement, which functions as a standalone licensing agreement, with county, city, and tribal committees that complete the steps detailed in the next paragraph. These local governments will receive a community-specific logo to use. To become a Utah250 Community member and receive a community-specific logo, Entity must do each of the following:

- 1) Pass a resolution in a public meeting of its governing commission or council;
- 2) Submit to the Department a list of Entity’s Utah250 Community committee members;
- 3) Share with the Department the committee’s plans and detail how Entity will utilize any funds or branding received by America250 Utah in alliance with America250 Utah’s mission, vision, and pillars; and
- 4) Sign and return this Agreement to the Department.

SCOPE OF WORK

After communities have completed the above four steps, America250 Utah will share a unique, community-specific logo with the municipality and an organizing stipend. Counties and Tribal nations that create a Utah250 Community committee may receive a stipend of \$3,000 and city councils may receive a stipend of \$1,500.

TERMS AND CONDITIONS

The parties agree as follows:

ARTICLE I—DEFINITIONS

Unless the Agreement clearly indicates the contrary, the following terms have the following meanings:

1.1 “Confidential Information” means information that is deemed private, protected, controlled, or confidential under applicable state and federal laws, including personal information. The Department and the State of Utah reserve the right to identify, during and after this Agreement, additional reasonable types of categories of information that must be kept confidential under federal and state laws.

1.2 “Trademark” means the Entity-specific logo that the Department creates and provide to Entity under this Agreement.

1.3 “Licensed Products” means any Entity-designed or -produced products that feature the Trademark.

1.4 “Licensed Territory” means the United States and its territories, and possessions.

ARTICLE II—GRANT OF TRADEMARK LICENSE

2.1 If for any reason Entity wishes to utilize the America250 Utah or America250™ logos or marks in a way not permitted by this Agreement, Entity must first submit a request to Nicole Handy for Department review and approval.

2.2 Upon the terms and conditions in this Agreement, the Department grants to Entity and Entity accepts, for the Agreement term, the limited right to use the Trademark in the Licensed Territory.

2.3 Unless sooner terminated under Article VI, the Agreement will remain in force until December 31, 2026. If the Agreement is renewed, the new Agreement shall expire five (5) years from the prior expiration date.

2.4 The Department shall be permitted to provide input on and final say on the Trademark’s use in any Licensed Product.

2.5 This Agreement may be amended or modified only by written agreement of both parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement, even if listed elsewhere in the Agreement.

2.6 The Department may use the Trademark however it wishes and may grant license rights for any use of its Trademark to other vendors during the term of this Agreement.

2.7 Entity has no authorization, express or implied, to bind the Department or the State of Utah to any agreements, settlements, liability, or understanding and agrees not to perform acts as an agent for the Department.

2.8 The Department and the America250 Foundation, Inc. (“Foundation”) have executed a separate agreement (“Contract”), available to Entity upon request, that governs the Department’s right to use and sublicense at least one separate trademark from which the Trademark is derived. In using the Trademark, Entity shall be bound to all terms and limitations applicable to the Department under the Contract. Among other things, those terms and limitations include Branding and Trademark Usage Guidelines that govern the use of the Trademark. Though the Department has reviewed the Contract and made the good-faith determination that nothing in this Agreement conflicts with the separate agreement, this determination does not constitute legal advice. Entity shall be responsible for securing legal advice and opinions from its own legal counsel.

ARTICLE III—USE OF TRADEMARK

3.1 Except as authorized under this Agreement, Entity will not use the Trademark or trade name in any manner for or in connection with the use, advertising, sale, offer for sale, or promotion of any Licensed Products without the express written consent of the Department. Entity agrees to comply with all licensing terms and limitations applicable to the State of Utah under its STATE & TERRITORY PARTNERSHIP & SUBLICENSE AGREEMENT with America250.org.

3.2 Entity undertakes fully and without reservation to render to the Department all assistance in connection with any matter pertaining to the Trademark protection, including furnishing documents, records, files, or other information; making available its employees; and executing all necessary documents. The Foundation will maintain the registration for the Trademark.

3.3 Apart from its license rights under this Agreement, Entity will not acquire any right, title, or interest in the Trademark during this Agreement.

3.4 Entity may not challenge the validity or ownership of the Trademark or assist in any claim that is adverse to the Department or the State of Utah. Furthermore, Entity may not commit an act that may prejudice the Foundation or the Department’s rights in the Trademark or damage the Foundation or the Department’s reputation. Entity may not attempt to register a trademark similar to the Trademark. The Parties agree that if Entity violates this or any other provision in this Agreement, the Department or the State of Utah will suffer economic harm and the Department or the State of Utah will be entitled to seek reasonable damages.

3.5 In addition to the permitted uses described in Article III, Entity may use the Trademark to do each of the following:

- i. Promote events and programs commemorating the Semiquincentennial.
- ii. Share the Trademark with agencies and organizations in the Entity’s city, county, or tribal jurisdiction;

- iii. Produce, sell, and distribute merchandise bearing the Trademark, subject to all other terms of this Agreement, including Article IV;
- iv. Create and promote an America250 website with Entity's county, city, or tribal name prominently represented; and
- v. Utilize the Trademark—but not any of the separate trademarks from which the Trademark is derived—for fundraising, corporate sponsorship, or any other commercial activity.

3.6 Entity may not do any of the following:

- i. Alter the Trademark in any way;
- ii. Pursue merchandising or royalty agreements involving the words "America250" or any registered America250 mark; or
- iii. Use the Trademark in connection with the promotion of any partisan or political event or activity.

ARTICLE IV—QUALITY CONTROL

4.1 As noted in Section 2.8, the Trademark derives from separate trademarks owned by the Foundation. Entity may not design or sell products that feature any of those separate trademarks without the Department's prior written approval.

4.2 Entity will produce, sell, and distribute Licensed Products in accordance with all applicable federal, state, and local laws. The quality of the Licensed Products will at all times be equal to or greater than the quality of any other products currently produced or sold by Entity.

4.3 On each anniversary of this Agreement, or from time to time upon the Department's reasonable request, the Department may review random samples of Licensed Products. The Department may also review any labels, cartons, containers, packing and wrapping material, and advertising and promotional items used in connection with the use Trademark by Entity.

4.4 If the Department objects to a quality change in the Licensed Products, it will inform Entity immediately, in writing, and specify the reasons for such disapproval. Entity will have twenty-one (21) days from the certified mail receipt of such notice to cure any defects. If the Parties acknowledge that the cure will take longer than twenty-one (21) days, Entity may ask for one 14-day extension. If any defects are not cured, the Department may terminate the Agreement under Article 6.1.

ARTICLE V—ADVERTISING

5.1 From time to time upon the Department's reasonable request, Entity will furnish to the Department, without cost, representative advertising, promotion, and sales examples of materials bearing the Trademark to the Department to ensure that the Trademark's use accords with this Agreement.

5.2 In all printed materials, Entity must acknowledge that the Foundation owns and the Department sublicenses the Trademark.

ARTICLE VI—DEFAULT AND TERMINATION

6.1 The Department may terminate this Agreement with cause at any time by written notice to Entity. Cause includes Entity's breach of any provisions in this Agreement or if Entity is otherwise in default and does not cure the breach or default within twenty-one (21) days after written notice by the Department, delivered via USPS certified mail.

6.2 This Agreement may also be terminated without cause (for convenience), in advance of the expiration date, by either party, upon one hundred eighty (180) days' prior written termination notice being given to the other party.

6.3 If this Agreement is terminated by the Department for cause, or terminated without cause by either party, the Parties will confer on the sale of remaining Licensed Product and the Department reserves the right to demand that the remaining inventory be sold within one hundred eighty (180) days. Upon termination of this Agreement, and after the one hundred eighty (180) day sell-off period, Entity will be prohibited from selling Licensed Product. If any portion of the stipend has not been used or spent by Entity, then within five business days of notice of termination from the Department, Entity shall refund the unused portion of the stipend. If Entity creates a material breach of this Agreement, the Department shall have the right to demand and collect the stipend from Entity.

ARTICLE VII—INDEMNIFICATION AND INSURANCE

7.1 Entity shall hold harmless, defend, and indemnify the Department against any and all claims, demands, and causes of action arising out of any defects or Entity's failure to perform as to the Licensed Products or any material used in connection therewith or any use thereof.

7.2 Entity represents that it is a fully self-insured governmental entity covered by Utah's Division of Risk Management or a comparable agency within its county, municipal, or tribal government. Based solely on this representation, Entity shall not be required to carry additional insurance. If at any time during the Agreement term the first sentence of this section ceases to be true, Entity shall immediately purchase commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of such insurance shall be no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate, and Entity shall add the State of Utah as an additional insured with notice of cancellation.

7.3 Entity warrants that any Licensed Products provided by them under this License Agreement will not, to Entity's knowledge, infringe any third-party copyrights, patents, Trademark, or trade secrets that exist, arise, or are enforceable under the laws of the United States.

ARTICLE VIII—MISCELLANEOUS

8.1 The Parties are governmental entities subject to the Governmental Immunity Act ("Act").

The execution of this Agreement does not constitute a waiver or forfeiture of any protections or defenses under the Act.

8.2 This Agreement is governed by the laws, rules, and regulations of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

8.3 Entity agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Entity further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Entity's employees.

8.4 Entity will not represent itself as the agent or legal representative for the Department, the State of Utah, or the Foundation for any purpose whatsoever, and has no right to create or assume any similar obligation, express or implied, for or on behalf of the Department, the State of Utah, or the Foundation in any way. This Agreement does not create any agency, partnership, or joint venture between the parties.

8.5 This Agreement will not be assigned, transferred, or sublicensed by Entity except with the Department's prior written consent. Any violation of the preceding sentence is null and void and any attempt by Entity to assign, transfer, or sublicense its rights will result in immediate termination of this Agreement and Entity's rights to the Trademark. Subject to such restriction and to the restriction against assignment provided above, this Agreement binds to the parties' benefit and their permitted successors.

8.6 If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement shall remain valid.

8.7 Neither party will be held responsible for delay or default caused by fire, riot, act of God, and/or war that is beyond that party's reasonable control. The Department or the State of Utah may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.

8.8 A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

8.9 In the event of any judicial action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

8.10 This Agreement constitutes the complete and final agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

8.11 All notices and statements required under this Agreement will be in writing addressed to the parties as set forth below and sent certified mail or email, return receipt requested, unless an address change notification is given in writing. The mailing date is the date the notice or statement is given.

If to the Department:

Salt Lake City, UT 84114

If to Entity:

Attn: Nicole Handy
Department of Cultural and Community
Engagement
3760 South Highland Drive

(This section is intentionally left blank. Signature page follows)

IN WITNESS, the parties have caused this instrument to be duly executed as of the day and year first above written.

State of Utah, Department of
Cultural and Community
Engagement:

[Entity Name]:

Print Name:

Title:

Date:

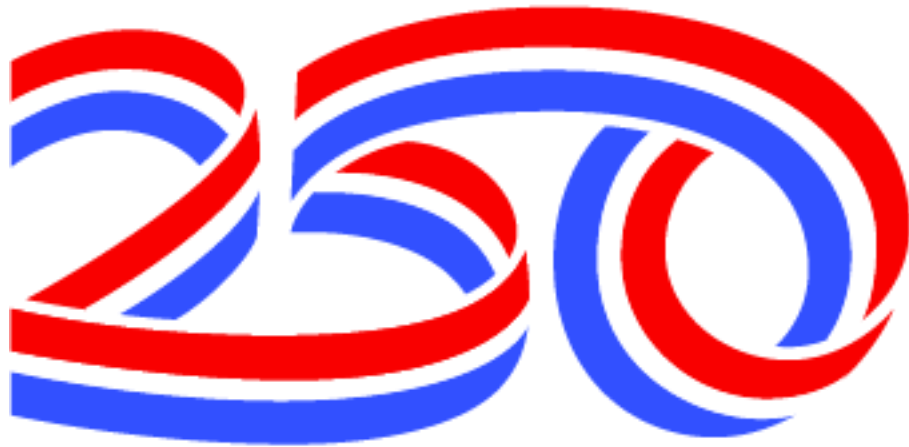
Print Name:

Title:

Date



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